

COUNTY OF SOLANO
STATE OF CALIFORNIA



**CHERRY GLEN CULVERT REPLACEMENT
PROJECT**

**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: Dec. 3, 2019

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

CHERRY GLEN CULVERT REPLACEMENT PROJECT

for use in connection with Caltrans Standard Specifications 2018,
Caltrans Standard Plans 2018,
and Labor Surcharge and Equipment Rental Rates.

BOARD OF SUPERVISORS

ERIN HANNIGAN- CHAIRWOMAN
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SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
DIRECTOR OF RESOURCE MANAGEMENT: BILL EMLN

675 Texas Street, Suite 5500
Fairfield, California 94533-6341
Contact Person: Craig Pyle
Phone: 707-784- 3122


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CHERRY GLEN CULVERT REPLACEMENT PROJECT

SIGNATURE AND SEAL SHEET

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




CRAIG PYLE, PE
SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT
SENIOR CIVIL ENGINEER

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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

Bids open: December 3, 2019

Date: October 31, 2019

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

CHERRY GLEN CULVERT REPLACEMENT PROJECT

General work description: Replace two existing concrete culverts with two sub-elevated pre-cast concrete culverts including headwalls, guardrailing, and bio-engineered fill in the channels. Widen approximately 0.17 mi of roadway between culverts including approaches, and overlay with HMA on Cherry Glen Road between Rivera Road and I-80 west of Vacaville.

Bids must be on a unit price basis.

Work must be completed within **EIGHTY-FIVE** working days.

The estimated cost of the project is **\$890,000.00**.

There is no DBE requirement for this project.

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

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

Attention is directed to the Contract Documents for complete details and bid requirements. Copies of the Contract Documents may be obtained by logging on <http://www.solanormplanroom.com/> or by calling BPXpress Reprographics at (707)-745-3593. These may be obtained at a set price of \$90.00, plus shipping and handling, and is non-refundable. All bidders must purchase a complete bid set from BPXpress Reprographics in order to be considered responsive and to receive addenda notifications. Submit your bid with bidder's security equal to at least 10 % of the bid.

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

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

Contractor shall possess a valid business license.

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

For further information, please see our web page:

http://www.solanocounty.com/depts/rm/public_works/engineering_surveying_division/projects/request_for_bids.asp

Sincerely,

A handwritten signature in black ink, appearing to read 'MT', is positioned above a horizontal line.

MATT TUGGLE
ENGINEERING MANAGER

BID TO COUNTY OF SOLANO, STATE OF CALIFORNIA

NAME OF BIDDER Gordon N. Ball, Inc.

BUSINESS ADDRESS 333 Camille Avenue

CITY, STATE, ZIP Alamo, CA 94507

TELEPHONE AND AREA CODE () 925.838.5675

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:

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this bid is accepted and the undersigned fails to enter into the contract 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 shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the County of Solano.

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

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named in it; that this bid is made without collusion with any other person, firm, or corporation; that 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:

ADDENDUM 2 ATTACHMENT A

CHERRY GLEN CULVERT REPLACEMENT PROJECT REVISED BID SCHEDULE

Item No.	Description	Unit	Quantity	\$/Unit	Total
1	MOBILIZATION	LS	1	85,000 ⁰²	85,000 ⁰²
2	FLAGGING STRAIGHT TIME(S) *	HR	64	\$ 53.37	\$ 3,415.68
3	FLAGGING OVERTIME *	HR	16	\$ 63.00	\$ 1,008.00
4	TRAFFIC CONTROL SYSTEM FOR ROAD CLOSURE	LS	1	10,000 ⁰²	10,000 ⁰²
5	TYPE III BARRICADES	EA	6	160 ⁰²	960 ⁰²
6	CONSTRUCTION AREA SIGNS	LS	1	5,000 ⁰²	5,000 ⁰²
7	VARIABLE MESSAGE BOARDS	EA	2	5,000 ⁰²	10,000 ⁰²
8	WATER POLLUTION CONTROL PLAN	LS	1	15,000 ⁰²	15,000 ⁰²
9	ON-SITE ENVIRONMENTAL TRAINING	EA	40	40 ⁰²	1,600 ⁰²
10	CONCRETE WASHOUT	EA	4	100 ⁰²	400 ⁰²
11	CLEARING AND GRUBBING	LS	1	30,000 ⁰²	30,000 ⁰²
12	ROADWAY EXCAVATION (F)	CY	1,062	75 ⁰²	79,650 ⁰²
13	FINISH ROADWAY	LS	1	5,000 ⁰²	5,000 ⁰²
14	HOT MIX ASPHALT (1/2" TYPE A)	TON	297	200 ⁰²	59,400 ⁰²
15	HMA EDGE WIDENING (3/4" TYPE A)	SY	517	100 ⁰²	51,700 ⁰²
16	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 22 (4 INCH - YELLOW)	LF	1,001	4 ⁰²	4,004 ⁰²
17	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 27B (4 INCH - WHITE)	LF	2,002	3 ⁰²	6,006 ⁰²
18	CHEVRON MARKINGS (8" THICK - WHITE)	LF	211	5 ⁰²	1,055 ⁰²
19	UTILITY CONDUIT (SURFACE MOUNTED)	LF	36	30 ⁰²	1,080 ⁰²
20	UTILITY CONDUIT (UNDERGROUND)	LF	239	35 ⁰²	8,365 ⁰²
21	ENCROACHMENT PERMIT (CALTRANS)	EA	1	\$ 3,000.00	\$ 3,000.00
CHERRY GLEN CULVERT 3120-1.40					
22	BARRIER RAIL (TYPE K)	LF	40	50 ⁰²	2,000 ⁰²
23	IN-CHANNEL BYPASS SYSTEM W/OVERFLOW	LS	1	5,000 ⁰²	5,000 ⁰²
24	SILT FENCE	LF	50	10 ⁰²	500 ⁰²
25	FIBER ROLL	LF	100	5 ⁰²	500 ⁰²
26	REMOVE AND DISPOSE CONCRETE CULVERT	LS	1	10,000 ⁰²	10,000 ⁰²
27	REMOVE AND DISPOSE PCC PAVEMENT	CY	44	100 ⁰²	4,400 ⁰²
28	STRUCTURAL EXCAVATION (F)	CY	94	100 ⁰²	9,400 ⁰²
29	CHANNEL EXCAVATION (F)	CY	22	100 ⁰²	2,200 ⁰²
30	STRUCTURAL BACKFILL (F)	CY	71	50 ⁰²	3,550 ⁰²
31	EXPORT (F)	CY	37	120 ⁰²	4,440 ⁰²

32	EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)	SY	189	8 ⁰⁰	1,512 ⁰⁰
33	EROSION CONTROL HYDROMULCH AND HYDROSEED	SY	668	3 ⁰⁰	2,004 ⁰⁰
34	CLASS 2 AGGREGATE BASE (3/4" MAX.)	CY	76	75 ⁰⁰	5,700 ⁰⁰
35	STRUCTURE CONCRETE (HEADWALLS & WARPED WINGWALLS)	CY	32	3,000 ⁰⁰	96,000 ⁰⁰
36	FURNISH PRECAST CONCRETE BOX CULVERT (F)	CY	35	1,200 ⁰⁰	42,000 ⁰⁰
37	INSTALL PRECAST CONCRETE BOX CULVERT (F)	LF	32	250 ⁰⁰	8,000 ⁰⁰
38	MINOR CONCRETE (6" RAT SLAB) (F)	CY	8	650 ⁰⁰	5,200 ⁰⁰
39	BAR REINFORCING STEEL (F) (WINGWALL, RAT SLAB, WARPED WINGWALL)	LBS	3,214	3 ⁰⁰	9,642 ⁰⁰
40	BIO ENGINEERED FILL	CY	37	300 ⁰⁰	11,100 ⁰⁰
41	CULVERT MARKER	EA	2	100 ⁰⁰	200 ⁰⁰
42	OBJECT MARKER (TYPE L1)	EA	2	100 ⁰⁰	200 ⁰⁰
43	OBJECT MARKER (TYPE P)	EA	4	100 ⁰⁰	400 ⁰⁰
44	REMOVE AND DISPOSE EXISTING GUARDRAIL	LF	56.25	25 ⁰⁰	1,406.25 ⁰⁰
45	REMOVAL AND DISPOSAL OF TREATED WOOD WASTE	TONS	0.25	2,800 ⁰⁰	700 ⁰⁰
46	STEEL POST (W6X9) W/BASE PLATE AND ANCHORS	EA	4	600 ⁰⁰	2,400 ⁰⁰
47	MIDWEST GUARDRAIL SYSTEMS (MGS) (STEEL POSTS)	LF	75	67 ⁰⁰	5,025 ⁰⁰
48	TERMINAL SYSTEM (TYPE SRT 31)	EA	2	2,800 ⁰⁰	5,600 ⁰⁰
49	TERMINAL SYSTEM (TYPE SKT-MGS)	EA	2	3,300 ⁰⁰	6,600 ⁰⁰
CHERRY GLEN CULVERT 3120-1.50					
50	BARRIER RAIL (TYPE K)	LF	40	50 ⁰⁰	2,000 ⁰⁰
51	IN-CHANNEL BYPASS SYSTEM W/OVERFLOW	LS	1	5,000 ⁰⁰	5,000 ⁰⁰
52	SILT FENCE	LF	50	10 ⁰⁰	500 ⁰⁰
53	FIBER ROLL	LF	100	5 ⁰⁰	500 ⁰⁰
54	REMOVE AND DISPOSE PCC PAVEMENT	CY	44	100 ⁰⁰	4,400 ⁰⁰
55	REMOVE AND DISPOSE CONCRETE CULVERT	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
56	STRUCTURAL EXCAVATION (F)	CY	106	100 ⁰⁰	10,600 ⁰⁰
57	CHANNEL EXCAVATION (F)	CY	10	100 ⁰⁰	1,000 ⁰⁰
58	STRUCTURAL BACKFILL (F)	CY	101	50 ⁰⁰	5,050 ⁰⁰
59	EXPORT (F)	CY	13	120 ⁰⁰	1,560 ⁰⁰
60	EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)	SY	189	10 ⁰⁰	1,890 ⁰⁰
61	EROSION CONTROL HYDROMULCH AND HYDROSEED	SY	668	3 ⁰⁰	2,004 ⁰⁰
62	CLASS 2 AGGREGATE BASE (3/4" MAX.)	CY	76	75 ⁰⁰	5,700 ⁰⁰
63	STRUCTURE CONCRETE (HEADWALLS & WINGWALLS)	CY	30	2,000 ⁰⁰	60,000 ⁰⁰
64	FURNISH PRECAST CONCRETE BOX CULVERT (F)	CY	35	1,600 ⁰⁰	56,000 ⁰⁰
65	INSTALL PRECAST CONCRETE BOX CULVERT (F)	LF	36	250 ⁰⁰	9,000 ⁰⁰
66	MINOR CONCRETE (6" RAT SLAB) (F)	CY	9	650 ⁰⁰	5,850 ⁰⁰
67	BAR REINFORCING STEEL (F) (WINGWALL, HEADWALL, RAT SLAB)	LBS	4,319	2 ⁰⁰	8,638 ⁰⁰

68	BIO ENGINEERED FILL	CY	40	300 ⁰⁰	12,000 ⁰⁰
69	CULVERT MARKER	EA	2	100 ⁰⁰	200 ⁰⁰
70	OBJECT MARKER (TYPE L1)	EA	2	100 ⁰⁰	200 ⁰⁰
71	OBJECT MARKER (TYPE P)	EA	4	100 ⁰⁰	400 ⁰⁰
72	REMOVE AND DISPOSE EXISTING GUARDRAILS	LF	72	25 ⁰⁰	1,800 ⁰⁰
73	REMOVAL AND DISPOSAL OF TREATED WOOD WASTE	TONS	0.32	2,800 ⁰⁰	896 ⁰⁰
74	STEEL POST (W6X9) W/BASE PLATE AND ANCHORS	EA	4	600 ⁰⁰	2,400 ⁰⁰
75	MIDWEST GUARDRAIL SYSTEMS (MGS) (STEEL POSTS)	LF	75	67 ⁰⁰	5,025 ⁰⁰
76	TERMINAL SYSTEM (TYPE SRT 31)	EA	2	2,800 ⁰⁰	5,600 ⁰⁰
77	TERMINAL SYSTEM (TYPE SKT-MGS)	EA	2	3,300 ⁰⁰	6,600 ⁰⁰
				GRAND TOTAL	851,775.93

*NOTE: Flagging shall 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.

** Section 9-1.06 "CHANGED QUANTITY PAYMENT ADJUSTMENTS". Unit price adjustment resulting from a change of more than 25% does not apply to these items.

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GORDON D. BALL, INC.

Local Assistance Procedures Manual

Exhibit 12-B

Bidder's List of Subcontractors (DBE and Non-DBE)

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionService.action?displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Federal Project Number: N/A

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Midstate City, State: Sacramento, CA	MBGR 44-49 72-77	\$44,020.00	100%	529201	2	N/A	<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm: 21 yrs.
Name: Contracting City, State: Stockton, CA	SHOE 10-18	\$7,838	100%	100000538	2	N/A	<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm: 23 yrs.
Name: E.V. Grove, Inc. City, State: Rocklin, CA	REBAR 39,107	\$17,457.43	100%	1000004030	2	N/A	<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm: 30 yrs.
Name: NO SUB City, State: CAS	CAS 5,0		100%	218839			<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm: 30 yrs.
Name: Dees-Hennessy City, State: San Carlos, CA	Shoreline 35 (Partial)	\$15,1045	25%	481228	2	N/A	<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm: 34 yrs.
Name: City, State:				1000003007			<\$1 million <\$5 million <\$10 million <\$15 million Age of Firm: 34 yrs.

Distribution: Original-Local Agency File

Reset Form

Page 1 of 2
January 2019

LPP 18-01

BIDDER'S LIST OF SUBCONTRACTORS – PART II (Contractor Not Selected)

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SUBCONTRACTOR LIST FORM

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

Contract No. **N/A**

Look Data on Form

Bidding Firm: **Gordon N. Ball, 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
Midstate Barrier Stockton, CA	529261	1000000538	44-49 72-77	100%	HBR
Centerline Striping Elk Grove, CA	449345	1000004030	10-18 41-43 64-71	100%	Stripe
Cambria Steel Rocklin, CA	218834	1000003852	39, 67	100%	Rebar
Dees-Hennessey San Carlos, CA	481228	1000003007	35(r)	25%	Shotcrete
NO SUB			5, 6	100%	CAS

ADA Notice

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

SUBCONTRACTOR LIST FORM

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

Contract No. N/A

Look Data on Form

Bidding Firm: **Gordon N. Ball, Inc.**

[illegible]

ADA Notice

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

**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 XX, proposed subcontractor _____, certifies that he has XX, 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: _____ yes, XX no, _____ unsure.

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1 (Chapter 376, Stats. 1985), the bidder declares under penalty of perjury that the bidder has _____, has not XX, 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 shall also constitute signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No XX

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 of Gordon N. Ball, 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 December 5, 2019 [date], at Alamo [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.

No exceptions

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 shall also constitute signature of this Certification.

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.

Hal Stober - President, Secretary & Treasurer

Jeffrey M. Jones - Vice President

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

License No. 710807 License Expiration Date 8/31/2021

Classification(s) A

ADDENDA-BID

This bid is submitted with respect to the changes to the contract included in addenda number/s
1,2

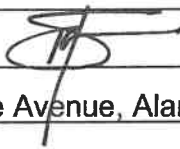
(Fill in addenda numbers if addenda have been received and insert, in this bid, any Engineer's Estimate sheets that were received as part of the addenda.)

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: 12/5/2019

Signature and Title of Bidder



Business Address 333 Camille Avenue, Alamo, CA 94507

Place of Business Alamo, CA

Place of Residence Sonoma, CA

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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Gordon N. Ball, Inc., as Principal, and Fidelity and Deposit Company of Maryland, a Corporation, organized and existing under and by virtue of the laws of the State of Maryland 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 Oblige, 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;

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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 Oblige, 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 Oblige from any damage sustained by the Oblige 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 Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige 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 26th day of November, 2019.

Gordon N. Ball, Inc.

Fidelity and Deposit Company of Maryland

By: 

Principal (Seal) *Hal Stober,*
President

By: 

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 at least ten (10%) percent 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 NOV 26 2019 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.

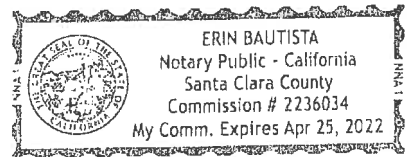
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Erin Bautista

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Bryan D. MARTIN, Jean L. NEU, Erin BAUTISTA, Debra Ann PERRY and Angelina A. CAMPANO, all of San Mateo, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of November, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 12th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 28th day of November, 2019.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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See Attached California All-purpose
Acknowledgment For Surety
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:

N/A

☐ BIDDER IS A PARTNERSHIP

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

N/A

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

N/A

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:

Gordon N. Ball, Inc.

Corporation is incorporated in the State of: California

STATEMENT OF EXPERIENCE OF BIDDER

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

See Attached Resume and Project Information Sheets

Gordon N. Ball, Inc.
Cherry Glen Culvert Replacement Project
Statement of Experience of Bidder

Gordon N. Ball, Inc. is a heavy highway engineering contractor who performs various types of construction projects in the greater San Francisco Bay Area. The company competes in the marketplace for projects with values ranging from \$250,000 to \$85,000,000. It has successfully completed projects up to a value of \$30,000,000 in the past, and has been reaching yearly revenues of \$45,000,000 per year. Gordon N. Ball, Inc. can self-perform structural concrete, all phases of earthwork, underground, flatwork concrete, and low production asphalt placement. The firm has completed numerous public works projects that are labeled as very challenging, such challenges caused by a lack of access, tight working conditions, extreme environmental conditions, and high risk. It is these types of projects that are typically the basis of the market of Gordon N. Ball, Inc.

Gordon N. Ball, Inc. has successfully completed heavy projects for Caltrans, Santa Clara Valley Transportation Authority (SCVTA), US Army Corps of Engineers, multiple agencies of the City and County of San Francisco, Alameda Water District, and numerous cities and counties surrounding the San Francisco Bay Area.

Gordon N. Ball, Inc. currently has over 100 employees, and has over 15 separate projects ongoing.

Gordon N. Ball, Inc. has a track record of involvement in wetlands and other environmentally driven construction projects. Two of the most successful projects on record for the company were in extreme environmental conditions.

Gordon N. Ball, Inc. was the first contractor in and the first contractor out on the new San Francisco-Oakland Bay Bridge project. This prime bid project constructed the "touchdown" on the Oakland end of the new bridge. The method of construction was to perform the first legal filling of San Francisco bay in over fifty years. The work was performed adjacent to the endangered bay eel grass, and all work had to be performed with such in mind. In fact, the designed method of construction was not providing adequate protection for the eel grass, and Gordon N. Ball, Inc. developed an innovative method of construction that allowed the project to be constructed on time and within budget.

Gordon N. Ball, Inc. developed the first project that was developed to keep silts from entering Lake Tahoe. Working for the State of California Department of General Services, a wetland was constructed by excavating fills that had been deposited in the early 1960's adjacent to the lake. Gordon N. Ball, Inc. worked with DGS to revise the planned method of depositing of the excavating soils, to mitigating another area within the basin. The excavated material was hauled to an old quarry, which erased a scarred area caused by the quarry operations.

Gordon N. Ball, Inc. has completed construct 3 major habitat restoration projects for the City and County of San Francisco. These projects are mitigation projects for the improvements being performed for the Hetch Hetchy Water System. The total value of these three projects exceeds \$20 million.

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 178 - San Antonio Creek Watershed Improvements

Location: Sunol, CA

Owner: San Francisco Public Utilities Commission

Owner Contact: Sarah Blain, 925.862.1289

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Restored approximately 9,000 feet of San Antonio Creek upstream of the existing San Antonio Reservoir, restored riparian habitat and reestablish Oak Savannah. Demolition, earthwork for roadway, dewatering, erosion control, reinforced concrete pipe, irrigation, landscaping, and concrete work.

Initial Contract Value: \$12,947,400.00

Final Cost of Construction: \$16,137,409.59

Original Scheduled Completion Date: 7/6/2017

Time Extensions Granted: 0 - None

Actual Date of Completion: 7/6/2017

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder and the Owner: None

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 185 - Bradley Moody Grade Separation

Location: Richmond, CA

Owner: City of Richmond

Owner Contact: Michael Williams, 510.307.8147

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Construction of a lowered expressway in Richmond, CA near the Richmond Marina. The construction technique included a perimeter DSM slurry wall. Temporary bracing and permanent cast in place liner retaining wall, along with excavation and final surface improvements for an urban expressway. Gordon N. Ball, Inc. performed cast in place concrete, earthwork, grading, paving, and temporary bracing, and utilities.

Initial Contract Value: \$27,382,470.10

Final Cost of Construction: \$31,048,339.13

Original Scheduled Completion Date: 1/15/2019

Time Extensions Granted: 0 – None

Actual Date of Completion: 1/15/2016

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder and the Owner: None

Cherry Glen Culvert Replacement Project
Statement of Experience of Bidder

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 200 - Truckee Mousehole Tunnel & MUP

Location: Truckee, CA

Owner: Town of Truckee

Owner Contact: Becky Bucar, 530.582.2932

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Construction of a multi-use pedestrian pathway including: retaining walls, tunnel structure, concrete path/curb, and AC paving.

Initial Contract Value: \$7,870,229.70

Final Cost of Construction: \$7,914,489.00

Original Scheduled Completion Date: 2/13/2019

Time Extensions Granted: 250 Calendar Days

Actual Date of Completion: 10/20/2016

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder
and the Owner: None

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 225 - Ruus Road Pump Station

Location: Hayward, CA

Owner: Alameda County Public Works

Owner Contact: Ilene MachIntire, 510.670.5177

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Furnishing & installing 42" reinforced concrete pipe, constructing reinforced concrete manhole structures; modifying existing storm drain inlet, reconstructing a pump station outfall structure; furnishing & installing automatic drainage gates.

Initial Contract Value: \$1,477,870.00

Final Cost of Construction: \$1,385,708.03

Original Scheduled Completion Date: 10/3/2016

Time Extensions Granted: 95 Days

Actual Date of Completion: 1/6/2017

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder and the Owner: None

Cherry Glen Culvert Replacement Project
Statement of Experience of Bidder

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 242 - Berry Street Bridge Replacement

Location: Calistoga, CA

Owner: City of Calistoga

Owner Contact: Paul Goryl, 408.610.2763

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Bridge demolition, installation, grading, paving, underground utility work, and river diversion.

Initial Contract Value: \$3,940,392.00

Final Cost of Construction: \$4,248,583.85

Original Scheduled Completion Date: 1/29/2018

Time Extensions Granted: 103 Calendar Days

Actual Date of Completion: 5/11/2018

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder
and the Owner: None

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 247 - Redwood Road MPM 4.25

Location: Napa, CA

Owner: Napa County Department of Public Works

Owner Contact: Alec Nicholas, 408.296.5515

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Repair to the slide consisting of drilled hole steel soldier pile concrete retaining wall approximately 85' long and grade beam on drilled pier concrete wall approximately 95' long on the north end of the soldier pile wall for a total length of approximately 180'. The wall height varies from approximately 4' to 10'. The pier depth varies from 15' to 25'.

Initial Contract Value: \$783,957.00

Final Cost of Construction: \$837,493.61

Original Scheduled Completion Date: 12/1/2017

Time Extensions Granted: 59 Calendar Days

Actual Date of Completion: 1/28/2018

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder and the Owner: None

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 240 - SF Bay Trail Pinole Shores

Location: San Pablo, CA

Owner: East Bay Regional Park District

Owner Contact: Mohamed Fouad, 571.332.3642

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Construct a new trail extending existing Bay Trail to Bayfront Park including a new bridge over Union Pacific Railroad Tracks with ornamental railings and dry sack rock texture, construct viewing area, infiltration ditches, fencing, trail embankment including rock slope protection, and landscaping.

Initial Contract Value: \$9,300,305.46

Final Cost of Construction: \$9,598,975.43

Original Scheduled Completion Date: 5/9/2018

Time Extensions Granted: 124 Calendar Days

Actual Date of Completion: 9/12/2018

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder and the Owner: None

Gordon N. Ball, Inc. Projects

Project Name: GNB Job 231 - BART Concord Station Plaza

Location: Concord, CA

Owner: SF BART

Owner Contact: Norie Corpuz, 775.842.1822

Architect or Engineer Name: N/A

Architect or Engineer Contact: N/A

Project Manager: N/A

Description of Project and Scope of Work Performed: Demolition, excavation, clearing, grubbing, general site preparation to modify and/or reconstruct the East and West parking areas or plazas including sidewalks and raised cross walks. Benches, trash receptacles, lighted bollards, custom site signage, pavers, concrete, decorative cross walks and custom banners.

Initial Contract Value:\$3,170,000.00

Final Cost of Construction: \$3,842,348.39

Original Scheduled Completion Date: 2/8/2018

Time Extensions Granted: 116

Actual Date of Completion: 6/4/2018

Number & Amount of Stop Notices of Mechanic's Liens Filed: None

Amount of Liquidated Damages Assessed Against Bidder: None

Nature and Resolution of Any Claim, Lawsuit, and/or Arbitration Between Bidder
and the Owner: None

BILL EMLEN
Director
(707) 784-6765

TERRY SCHMIDTBAUER
Assistant Director
(707) 784-6765

MATT TUGGLE
Engineering Manager
(707) 784-6765

DEPARTMENT OF RESOURCE MANAGEMENT



SOLANO
COUNTY

GORDON N. BALL, INC.

675 Texas Street, Suite 5500
Fairfield, CA 94533-6342
(707) 784-6765
Fax (707) 784-4805

www.solanocounty.com

Public Works – Engineering Services Division

November 21, 2019

COUNTY OF SOLANO COUNTY
STATE OF CALIFORNIA

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

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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. The Contractor's attention should be directed to the cross sections which are available at the BPXpress website. These are provided for information only and are not part of the Contract documents.
2. Bid opening is rescheduled for Thursday December 5th, 2019 at 2:00 p.m., at the office of Solano County Department of Resource Management, 675 Texas Street, Suite 5500, Fairfield, California.
3. The Contractor's attention should be directed to the culverts existing condition drawings provided. These drawings represent the County's best knowledge of the culverts and are provided for information only and are not part of the Contract.
4. Attention is directed to Pages 15 & 16. These pages are "To be completed and submitted within 48 hours of the bid opening."
5. On page 11, the entire Bid Schedule is to be replaced by Attachment A.
6. On page 50, Subsection 5-1.26 Construction Surveys, paragraph 1, sentence 3 and 4 has been deleted/revised as shown below:

Survey staking for this project for the roadway 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~~

SAEED IRAYANI
Building Official
Building & Safety

MIKE YANKOVICH
Program Manager
Planning Services

JAG SAHOTA
Manager
Environmental

SARAH PAPPAKOSTAS
Senior Staff Analyst
Administrative Services

MATT TUGGLE
Engineering Manager
Public Works

CHARLES COWERS
Operations Manager
Public Works

CHRIS DRAKE
Parks Services
Manager

ROBERTA GOULART
Water & Natural
Resources Program

~~construction survey. County has estimated 80 Flagging hours for County provided Survey, which shall be paid under bid item 1 and 2.~~

7. Page 50 has been amended to include Subsection 5-1.20(B) Permits, Licenses, Agreements, and Certifications, 5-1.20B (3) After Award:

Contractor shall obtain a Caltrans Encroachment Permit to work in the right of way at the Cherry Glen off ramp exit. The Caltrans Encroachment Permit amount in the bid will be a fixed total of \$3,000, which pays the contractor for the permit fee and the contractor's costs in obtaining and closing the permit with Caltrans. The County has obtained the parent permit (Attachment B).

8. On page 68 under Subsection 12-1 General, 12-1.01 General, paragraph 2 and 3 shall be deleted as shown:

~~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.~~

9. On page 73, Subsection 14-1 General, 14-1.01 General has been amended to include:

The County will provide an on-site Biologist during construction.

10. On page 76, Subsection 15-1.03 Construction, 15-1.0B Removing Concrete has been amended to include:

There are no PCC driveways. The existing roadway is generally 7" of PCC with #6 @ 12" o.c. e.w. @ centerline with 1" ± of asphalt concrete above.

11. On page 77, Subsection 19-2 Roadway Excavation, 19-2.01 General has been amended to include:

Excess material that cannot be disposed of on-site as directed by The Engineer, shall be disposed off-site. The maximum estimated Export (F) for each culvert is as shown in the revised Bid Schedule in Attachment A.

Payment for both Export (F) bid item will be paid regardless whether the material is disposed of on-site or exported off-site as directed by The Engineer.

12. On page 92 under Subsection 72-1.03 Construction, paragraph 2 has been amended as shown below:

Fabric is not required for placing of the bio-engineered fill inside of the concrete box culverts.

13. Page 92, Subsection 72-2.02B Rock shall be deleted in its entirety and reverts to the Standard Specification. Subsection 72-2.02B shall be also amended to include:

The size and class of RSP required on the project shall be Class II RSP (9" Nominal) (Nominal median wt. = 60 lbs.).

14. On page 93, Subsection 72-2.02C Fabric has been amended to include:

Class 8 RSP fabric shall be required on the outside of the Culvert in the Bio-Engineered Fill material only.

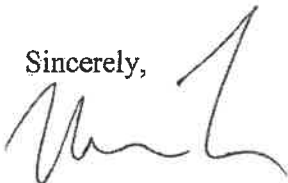
15. On page 96 under Subsection 87-1.03B (2) Conduit Installation for Structures, 87-1.03B (2)(a) General, paragraph 1 has been deleted as shown below:

~~Paint exposed Type 1 conduit the same color as the structure.~~

16. On page 97 under Subsection 87-1.03B (3) Conduit Installation Underground, 87-1.03B (3)(a) General, paragraph 1, sentence 1 has been revised as follow:

Install Underground Utility Conduit constitutes furnishing and installing Type 3 conduit meeting the requirements of Type A, extruded, rigid PVC, UL 651 or HDPE UL 651A.

Sincerely,



Matt Tuggle
Engineering Manager

DEPARTMENT OF RESOURCE MANAGEMENT



SOLANO
COUNTY

www.solanocounty.com

Public Works – Engineering Services Division

November 27, 2019

COUNTY OF SOLANO COUNTY
STATE OF CALIFORNIA

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

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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. The Caltrans Encroachment Permit fee on the Revised Bid Schedule on Attachment A has been revised to \$3,000.
2. The text "Subtotal" on page 11 and 12 of the Revised Bid Schedule has been deleted as shown on Attachment A.
3. On the Revised Bid Schedule on Attachment A:
 - a. Bid Item #3, "FLAGGING OVERTIME" total was changed as shown.
 - b. Bid Item #32, "EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)" quantity changed as shown.
 - c. Bid Item #33, "EROSION CONTROL HYDROMULCH AND HYDROSEED" quantity has changed as shown.
 - d. Bid Item #60, "EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)" quantity changed as shown.
 - e. Bid Item #61, "EROSION CONTROL HYDROMULCH AND HYDROSEED" quantity has changed as shown.
4. Page 63, Subsection 8-1.04 Start of Job Site Activities paragraph 2 has been amended to include:

No ground disturbing activities will be allowed prior to April 15, 2020 and at that time the County Biologist will survey the site and determine if the site is environmentally cleared. No work will be done until the site is environmentally cleared. After clearance the on-site

Biologist must be present for all channel work until Laguna Creek has been dry for thirty (30) days.

5. Page 77, Subsection 17-2.04 Payment has been amended to include:

No trees greater than 4" diameter at 4 feet above grade will be removed.

6. Page 77, Subsection 19-1.01 Channel Excavation has been amended to include:

The grading of the channel shall not extend beyond the bio-engineering fill limit.

7. Page 91, Subsection 51-7.01 General has been amended to include:

The rat slab shall have #4 bars @ 18" O.C. E.W. at centerline.

8. Page 91, Subsection 72-1.01 General has been amended to include:

Bio Engineered Fill shall not extend beyond the limits of the RSP Rocks.

Sincerely,



Matt Tuggle
Engineering Manager

CHERRY GLEN CULVERT REPLACEMENT PROJECT

AGREEMENT

THIS AGREEMENT is entered into in quadruplicate this 4TH day of FEBRUARY, ²⁰²⁰2019, between the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** hereinafter called "County," and 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

CHERRY GLENN CULVERT REPLACEMENT PROJECT

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 shall be performed and completed as required in the plans, drawings, and specifications under the direction and supervision of, and subject to the approval of the Engineer, or designated representative.

3. Location of Work:

The work to be performed is on Cherry Glen Road between Rivera Road, and I-80 west of Vacaville.

4. Time for Completion:

The work under this contract shall be completed within **EIGHTY-FIVE WORKING DAYS**.

5. Contract Price:

As compensation agreed upon for the work, County shall pay or cause to be paid to Contractor, in full, as and for the full contract price and compensation for the construction and completion of the work, the sum of **Eight Hundred Fifty-One Thousand Seven Hundred Seventy-Five Dollars and 93/100 Cents**

Dollars (\$) **851,775.93**

which sum is to be paid according to the schedule hereinafter provided and subject to additions and deductions as provided in the contract documents.

6. Payment of Wages:

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

7. Workers' Compensation:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

8. Integration:

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

9. Execution of Agreement:

SOLANO COUNTY:

By: Bill Emlen

Bill Emlen

Director of Resource Management

providing

Date: 2/4/2020

CONTRACTOR:

By: [Signature]

TITLE: President

Licensed in accordance with an act
for the registration of contractors

Date: 1/30/2020

Contractor's

License

No.

710807

Business License No. N/A 0946181

City and County of
Business License

CITY AND COUNTY OF
SAN FRANCISCO
CONTRA COSTA

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: [Signature], Deputy

Dated: February 4, 2020

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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CALIFORNIA ALL-PURPOSE 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 Contra Costa }

On January 30, 2020 before me, Serina Angela Sirna, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Hal Stober

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

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)

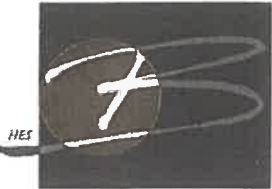
Signer's Name: _____

Signer's Name: _____

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

Signer is Representing: _____

Signer is Representing: _____



Gordon N. Ball Inc.

November 26, 2018

General Engineering Contractors

CORPORATE RESOLUTION

Tel 925.838.5675

Fax 925.838.5915

AUTHORIZATION TO SIGN ON BEHALF OF GORDON N. BALL, INC., A CALIFORNIA CORPORATION;


WHEREAS, the original Articles of Incorporation have been filed in the Office of the California Secretary of State on April 17, 1995;

333 Camille Avenue

Alamo, CA 94507

NOW, THEREFORE, BE IT RESOLVED, that any officer of this corporation be, and hereby is, authorized, directed and empowered on behalf of this corporation, and in its name, to execute any document required in order to conduct the business of the corporation.

SIGNED



Hal E. Stober
President

Date


11.26.18



Jeffrey M. Jones
Vice President

Date

11/26/18



Hal E. Stober
Secretary/Treasurer

Date

11.26.18

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 Gordon N. Ball, Inc. as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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 Eight Hundred Fifty One Thousand Seven Hundred Seventy Five & 93/100s----- Dollars (\$851,775.93) 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 28th day of
January, 2020.

Gordon N. Ball, Inc.

Fidelity and Deposit Company of Maryland

333 Camille Avenue, Alamo, CA 94507

525 Market Street, Suite 2900, San Francisco, CA 94105

By: 

Principal (Seal)

By: 

Surety (Seal)
Angelina A. Campano, 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.

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 Santa Clara)

On January 28, 2020 before me, Jean L. Neu Notary
Date Insert Name and Title of the officer

Public, personally appeared Angelina A. Campano

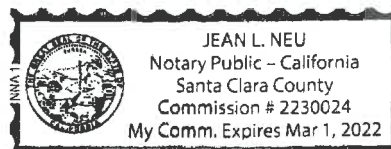
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is, ~~xxx~~ 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(x), or the entity upon behalf of which the person(x) 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: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Bryan D. MARTIN, Jean L. NEU, Erin BAUTISTA, Debra Ann PERRY and Angelina A. CAMPANO, all of San Mateo, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of November, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 12th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 28th day of January, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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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 Gordon N. Ball, Inc., as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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:

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 Eighty Hundred Fifty One Thousand Seven Hundred Seventy Five & 93/100s--- Dollars (\$ 851,775.93) 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 28th day of
January 2020.

Gordon N. Ball, Inc.

Fidelity and Deposit Company of Maryland

333 Camille Avenue

525 Market Street, Suite 2900

Alamo, CA 94507

San Francisco, CA 94105

By: _____



Principal (Seal)

By: _____



Surety (Seal)
Angelina A. Campano, 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.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Santa Clara

On January 28, 2020 before me, Jean L. Neu Notary

Public, personally appeared Angelina A. Campano

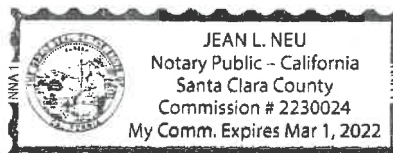
Norme(s) of Stamer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(x), 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: _____

Capacities Claimed by Signer(s)

Singers Name:

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

Signer is Representing: _____

Sender's Name:

Corporate Officer - Title(s)

☐ Partner ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Bryan D. MARTIN, Jean L. NEU, Erin BAUTISTA, Debra Ann PERRY and Angelina A. CAMPANO, all of San Mateo, California**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all **bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of November, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 12th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 28th day of January, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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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**

**CHERRY GLEN CULVERT REPLACEMENT PROJECT
DIVISION I GENERAL PROVISIONS
1 GENERAL**

1-1.01 GENERAL

The work described shall be done in accordance with the Caltrans Standard Specifications 2018, and the Caltrans Standard Plans 2018, insofar as the same may apply and in accordance with the following Special Provisions.

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

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

County: County of Solano/Solano County

City: City of Vacaville

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

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 $\frac{1}{2}$ of one percent (%) of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with section 4100 of the Public Contract Code. The bidder's attention is 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; Bidder's List of Subcontractors-Part I and is due within 48 hours after bid opening.

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 2015 Revised Standard Specifications dated 04/20/2018 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. County has estimated 80 Flagging hours for County provided Survey, which shall be paid under bid items 1 and 2

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 is an approximately 9,000 sf laydown area at the North-East corner of the Intersection of Cherry Glen Road and Rivera Road that may be used as a Contractor staging area. There are no other County-owned parcels adjacent to the right of way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his own expense any other area required for plant sites, storage of equipment or materials, or for other purposes.

5-1.43E Alternative Dispute Resolution

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

5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE

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

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

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

6 CONTROL OF MATERIALS

6-2 QUALITY ASSURANCE

6-2.01 GENERAL

6-2.01C Authorized Materials List

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

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

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

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

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

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

(traffic direction x marker width)

1. Apex, Model 921AR (4" x 4") and 828AR (3.1x4.5)
2. Ennis-Flint, Models 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ray-O-Lite, Model 2002 (2" x 4.6")
2. Ray-O-Lite, Model 2004 (2" x 4")*
3. Ennis-Flint, Model 201.C40

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

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

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932, 932HH
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 710

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

Preformed Thermoplastic (Heated in place)

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

CLASS 1 DELINEATORS

One Piece 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. Edgeline obliterated during widening must be replaced with temporary delineation and maintained until a new surface treatment is installed.

2. Temporarily Unprotected Permanent Obstacles—The work includes the installation of a fixed obstacle together with a protective system, such as sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Area—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

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

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

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

35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane
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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 and the City of Fairfield, 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

8-1.02B Level 1 Critical Path Method Schedule

8-1.02B(1) General

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

8-1.03 PRE-CONSTRUCTION CONFERENCE

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

8-1.04 START OF JOB SITE ACTIVITIES

8-1.04B Standard Start

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

The County will issue a formal written "Notice to Proceed", after the Contract has been approved, within sixty calendar days after the bid has been awarded. The Contractor shall not begin work within the County right-of-way until they have received a County issued Notice to Proceed. Within ten working days after issuance of Notice to Proceed, the Contractor shall begin to prosecute the work. The work under this contract shall be completed within

EIGHTY-FIVE WORKING DAYS.

The culverts may be ordered as soon as the Notice to Proceed has been given, and the shop drawings have been accepted. Fabrication and facility inspection of the pre-cast elements will not be charged working days until after the project site has been environmentally cleared. The culverts may be transported and staged at the designated area in the County Right of Way west of the project site prior to the site being environmentally cleared. The Engineer will Notice the Contractor once the site is environmentally cleared to work in the creek. Working day count will not start until the site is environmentally cleared.

8-1.10 LIQUIDATED DAMAGES

8-1.10A General

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

The Contractor shall pay to the County of Solano the sum of \$3,500 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 shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes: **NONE**.

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

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

9-1.16 PROGRESS PAYMENTS

9-1.16A General

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

9-1.17 PAYMENT AFTER CONTRACT ACCEPTANCE

9-1.17A General

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

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

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

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

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".

DIVISION II GENERAL CONSTRUCTION

10 CONSTRUCTION DETAILS

10-1 GENERAL

10-1.01 ORDER OF WORK

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

After the Notice to Proceed, the Engineer will suspend working days to allow the Contractor to order the pre-cast culverts. Culvert fabrication and inspection will not be charged working days.

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

Work at the site may not begin before April 15, 2020. The County will conduct Preconstruction Environmental Surveys (PES), and notify the Contractor when they may begin work in the channel.

Contractor shall submit for Engineer's acceptance, a Pollution Control Plans (WPCP) prior to the start of any ground disturbing activities. The Contractor may commence ground disturbing activities after the Engineer has a clearance under the PES and has reviewed and accepted the WPCP(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.

10-1.11 PAYMENT

The contract unit price paid by lump sum for Encroachment Permit (Caltrans) includes the necessary work from initiating permit application to receiving an approved Encroachment Permit from the State of California Department of Transportation.

12 TEMPORARY TRAFFIC CONTROL

12-1 GENERAL

12-1.01 GENERAL

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

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

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

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.

12-3.11 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.

Per Solano County's Encroachment permit, two message boards will be installed on I-80 displaying information about the Off Camp Closure caused by this work.

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.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least three (3) working days, but not more than fourteen (14) calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, Solano County Public Works Operations at (707) 421-6055.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

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:

Object markers shall be stationary mounted on wood or metal posts in accordance with the details shown on the plans and the requirements in Section 82, "Markers and Delineators," of the Standard Specifications.

12-3.11D PAYMENT

The contract lump sum price paid for Construction Area Signs shall include full compensation for furnishing, installation, and maintenance of the Construction Area Sign as shown in the Contract Plans.

12-4 MAINTAINING TRAFFIC

12-4.02 TRAFFIC CONTROL SYSTEMS

12-4.02A General

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

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

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

A traffic control system for road closure shall consist of closing the eastbound and westbound traffic lanes on Cherry Glen Road at the project limits. The Contractor shall submit to both Solano County and in the Caltrans Encroachment Permit the closure plan. The plan shall meet the provisions in Standard Specifications and the signage plan shall conform to the Contract Plans.

12-4.04D PAYMENT

The bid item lump sum price for Traffic Control System for Lane Closure shall include full compensation for maintenance of signage and barricades, gaining access to the site, and providing for public safety.

The bid item unit price for Variable Message Boards shall include full compensation for the furnishing, installation, maintenance, and removal upon project completion of the Message Boards from the Right of Way. The initial placement of the Message Boards shall be paid under the bid item unit price and any subsequent moves shall be paid at force account.

The bid item unit price for Type 3 Barricades shall include full compensation for the furnishing, installation, maintenance, and removal of the Barricades from the Right of Way. The initial placement of the Barricades shall be paid under the bid item unit price and any subsequent moves shall be paid at force account. Moving the barricade to gain access to the site shall be paid under Traffic Control System for Lane Closure and no further payment will be made.

The bid item unit for Barrier Rail (Type K) shall include full compensation for the furnishing, installation, maintenance, and removal of the Barrier Rail from the Right of Way. The initial placement of the Barrier Rail shall be paid under the bid item unit price and any subsequent moves shall be paid at force account. Moving the Barrier Rail to gain access to the site shall be paid under Traffic Control System for Lane Closure and no further payment shall be made.

13 WATER POLLUTION CONTROL

13-1 GENERAL

13-1.01 GENERAL

13-1.01A General

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

13-2 STORMWATER POLLUTION CONTROL 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

For a project with more than 60 original working days, the County pays for prepare stormwater pollution prevention plan as follows:

1. Total of 50 percent of the item total upon authorization of the SWPPP
2. Total of 90 percent of the item total upon work completion
3. 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

13-9.03 CONSTRUCTION

All concrete equipment, include chutes, will be cleaned over the concrete washout. The concrete washout will remain at least 50 feet from the creek embankments. No sign will be required for the concrete washout. Concrete washouts will not be filled higher than 6 inches below the upper rim.

13-9.04 PAYMENT

Concrete Washouts will be paid by the each. Solano County will pay for 2 concrete washout per culvert. No extra payments will be made if the washout is not sufficient to maintain the volume of waste from the concrete activities or if the original washout is damaged.

13 -10 TEMPORARY LINEAR SEDIMENT BARRIERS

In-Channel Bypass System with Overflow as shown in the plans must comply with section 13-10.03I, cover with 10 mil poly plastic, and stabilize with gravel filled bags. White Poly propylene bags will not be allowed in the creek channel.

Silt fence must comply with section 13-10.02B.

Install temporary Fiber Rolls as specified in Section 21-2.03P. Monofilament fiber rolls are not allowed.

13 -10.04 PAYMENT

Silt fence will be paid at the bid unit price per linear foot of installed length. Payment by the Linear Foot of installed Silt Fence includes stakes, staples, trenching and backfill as required.

Fiber Rolls will be paid by the bid unit price per linear foot of installed length. Payment by the Linear Foot of installed fiber rolls includes stakes and trenching as required.

The contract unit price paid per lump sum for In-Channel Bypass System with Overflow shall include doing all work involved in furnishing materials, placement, maintenance during construction, deconstruction, disposal and clean up.

14 ENVIRONMENTAL STEWARDSHIP

14-1 GENERAL

14-1.01 GENERAL

All material resulting from Clearing and Grubbing and Remove and Dispose Debris shall be disposed of in a Sanitary Landfill operated, permitted and licensed (in accordance with Title 27) by the State of California and/or the County, which is a sub-division of the State of California. Landfill weight slip disposal receipts for proof of delivery of all material originating from project site(s) and disposed in Sanitary Landfill shall be provided to the Engineer daily. Contractor shall provide to the engineer daily, a written log which includes date, time, location, material classification, estimate of quantity of material, delivery truck company, delivery truck identification (truck number), truck operator's name, and recorder's name of such written log for all deliveries.

This project is subject to the Migratory Bird Treaty Act and the Endangered Species Act and therefore requires a preconstruction survey and environmental monitoring if threatened or endangered species are present or have the potential to be present at the site. See the requirements in the enclosed permits.

The biologist must be onsite every day that work occurs for those portions of bid item work affected by the permit anywhere on the project site to monitor those construction activities

14-6.05 PAYMENT

On-Site Environmental training constitutes a 30-minute training from the County Supplied Biologist. All workers must attend the training before working on site. On-Site Environmental training will be paid at the contract unit price paid by the each.

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.

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under 22 CA Code of Regulations Division 4.5 Chapter 34.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs.
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of 22 CA Code of Regs Div 4.5 Ch 34
5. Proper disposal methods

Maintain training records for 3 years.

14-11.14D Storage of Treated Wood Waste

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.

2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in 22 CA Code of Regs Div 4.5 Ch 34 § 67386.6(a)(2)(C).

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with 22 CA Code of Regs, Div 4.5 Ch 34 § 67386.5. Labels must include:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's contact name, address, and telephone number
6. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter.
4. 1 year of generation if stored in a storage building as defined in 22 CA Code of Regs, Div 4.5, Ch 34, § 67386.6(a)(2)(C)

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address

7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date of transport
11. Date of receipt by the treated wood waste facility
12. Weight of shipment measured by the receiving facility
13. Generator's US EPA Identification Number for projects generating 10,000 lb or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Dispose of treated wood waste at an approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste.

15 EXISTING FACILITIES

15-1.03 CONSTRUCTION

15-1.0B Removing Concrete

All materials resulting from Remove and Dispose Concrete (Culvert) and Remove and Dispose PCC Pavement will be the responsibility of the Contractor to dispose of in accordance with Section 14-01 of the Standard Specifications. Remove and Dispose Concrete (Culvert) shall include all materials of existing culverts, wing walls, stone, foundations, or underground facilities needed to be removed to complete the installation of the two new culverts. Remove and Dispose PCC Pavement shall include all materials of existing PCC pavement and reinforcement delineated by the limits set by the Resident Engineer.

15-1.04 PAYMENT

The contract price paid by lump sum for Remove and Dispose Concrete Culverts shall include full compensation for the labor, equipment, removal, transportation, and any disposal fees of all materials in accordance with Section 14-1.

The contract unit price paid by cubic yard for Remove and Dispose PCC Pavement shall include full compensation for the labor, removal, transportation, and any disposal fees of all materials in accordance with Section 14-1.

17 GENERAL

17-2 CLEARING AND GRUBBING

17-2.04 PAYMENT

The contract price paid for Clearing and Grubbing shall conform to Section 17 of the Standard Specification. Full compensation for conformance to these standards shall be paid as a lump sum that encompasses the length of the project.

Stump removal is included under Clearing and Grubbing. The work includes stump removal to 2 feet below existing surface, site restoration, and debris clean up as shown on plans.

19 EARTHWORK

19-1 GENERAL

19-1.01 GENERAL

19-1.01 CHANNEL EXCAVATION

Channel Excavation shall constitute the excavation needed to provide additional 2' (feet) below grade for RSP to be installed outside the limits of the culvert and outside the limits of the installation of the straight wing walls. Channel Excavated material shall remain segregated from all of other excavated material. Material shall be reintroduced over the rock slope protection to produce the bio engineered fill. Channel excavation includes all excavation inside the channel for the warped wing walls, and additional RSP from the culvert inlet/outlet to the County ROW as shown in the plans.

19-1.01(a) PAYMENT

The contract unit price paid by cubic yard for Channel Excavation shall include the excavation to the depth as shown on the plans or as directed by the Engineer, stockpiling of Channel Excavation Material, reintroduction of material over the RSP for the Bio-Engineered fill, and the removal and disposal of excess material per Section 14.1.

19-2 ROADWAY EXCAVATION

19-2.01 GENERAL

Roadway excavation can be used for shoulder backing material. Surplus material that can't be used as shoulder backing directly adjacent to the edge widening will be deposited within the

Right of Way or exported to the locations identified in Section 5-1.32 or as directed by the Engineer. The Contractor shall reestablish ditches if any earthwork results in interference with the existing flow line. Full compensation for reestablishing flowlines of ditches shall be considered as included in the contract unit price for Roadway Excavation and no separate payment will be made.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed to a minimum depth of 0.17-foot and shall be cut on a neat line with a power-driven saw before pavement surface removal, or shall be removed with a tungsten-carbide-bit pavement grinder to the depth indicated. Full compensation for saw cutting the existing surfacing or grinding shall be considered as included in the contract price paid per square foot for Roadway Excavation and no additional compensation will be allowed.

Import borrow shall be mineral material including rock, sand, gravel, or earth. The Contractor shall not use man-made refuse in imported borrow including:

1. Hot mix asphalt
2. Residue from grooving or grinding operations
3. Metal
4. Rubber
5. Mixed debris
6. Rubble

Imported borrow shall have a Resistance (R-Value) of not less than 10.

19-2.03 SURPLUS MATERIAL

Surplus materials within the Right of Way as directed by the Engineer shall be disposed of by the Contractor.

19-2.04 PAYMENT

The contract unit price paid per cubic yard for Roadway Excavation is the volume of roadway excavation material, including volume of material involved in:

1. Embankment construction unless a separate bid item for constructing embankments is shown on the Bid Item List
2. Ditch or channel excavation if the bottom width of the ditch or channel is 12 feet or more
3. Local borrow excavation

The volume of material for roadway excavation is determined from the average end areas and the distances between them.

If changed conditions or nature of a particular operation make determining the quantities of roadway excavation based on average end areas impractical, the payment quantity is the volume determined using a method best suited to obtain an accurate quantity.

If the quantities of roadway excavation are determined from average end areas and centerline distances, a correction for curvature is not applied to quantities within the roadway prism. In determining the quantity of material outside the original roadway prism, where the roadway centerline is used as a base, a correction is made for curvature if the centerline radius is 1,000 feet or less.

The volume of material removed from a stockpile is determined from measurements of the stockpile before removal. If the bottom of a ditch or channel is less than 12 feet wide, the payment quantity for ditch excavation is the volume determined from average areas and the distances between them.

The contract unit price paid by cubic yard for Export Borrow (F) include disposal of excess materials from the project's right of way, as specified in the Standard Specifications and these Special Provisions.

19-3 STRUCTURE EXCAVATION AND BACKFILL

19-3.04 PAYMENT

For culverts:

1. Depth of structure excavation is the vertical distance between original ground and the bottom of the culvert trench.
2. Increased depth due to unsuitable material or rock or other unyielding material below the planned grade as specified in section 19-3.03H is not considered in determining the depth of structure excavation.

The contract unit price paid by cubic yard for Structural Excavation include excavation to the depth shown on the plans or as directed by the engineer. Structural Excavation includes the excavation for all culvert components and straight wing walls. Any additional excavation (i.e. additional sloping) needed to maintain safe operation practices will not receive compensation.

The contract unit price paid by cubic yard for Structural Backfill shall include furnishing and installation of the Structural Backfill per the Standard Specifications and Standard Plans (A62G).

19-6 EMBANKMENT CONSTRUCTION

19-6.01 GENERAL

The contractor unit price paid by cubic yard for Roadway Excavation shall include full compensation for remove, storage, and re-installing of the material as embankment per the Standard Specifications and Standard Plans.

Surplus material relocated with-in the Right of Way as directed by the Engineer shall be placed and trimmed to a consistent surface. Relocation of embankment material to the county ROW or used as shoulder backing will be paid under Roadway Excavation and no additional compensation will be allowed thereafter.

19-9 SHOULDER BACKING

19-9.01 GENERAL

Section 19-9 is amended as follows:

This work shall consist of constructing shoulder backing adjacent to the edge of new surfacing where the slope of the adjacent grade is flatter than a 1.5:1 slope and in compliance with the details shown on the plans, these Special Provisions, and as directed by the Engineer. Shoulder backing shall not be placed with a cross slope less than 5%.

19-9.02 MATERIALS

Section 19-9 is amended as follows:

This work shall consist of constructing shoulder backing adjacent to the edge of new surfacing where the slope of the adjacent grade is flatter than a 1.5:1 slope and in compliance with the details shown on the plans, these Special Provisions, and as directed by the Engineer. Shoulder backing shall not be placed with a cross slope less than 5%. If the adjacent grade is steeper than 1.5:1 the Shoulder backing shall be paid under Finish Roadway.

Shoulder backing shall be constructed of local borrow as defined in Section 19-7.01B of the Standard Specifications, except where shown on the plans and as directed by the Engineer, which shall be imported borrow. Imported borrow shall be mineral material including rock, sand, or gravel. The Contractor shall not use man-made refuse in imported borrow including:

1. Hot mix asphalt
2. Residue from grooving or grinding operations
3. Metal
4. Rubber
5. Mixed debris
6. Rubble

Recycled AB is allowed

Shoulder backing material shall be watered and rolled to form a smooth firmly compacted surface.

Shoulder backing material shall not be deposited on the new 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 new surface shall be removed by sweeping and/or washing as directed by the Engineer.

Shoulder backing material shall be clean and free from organic matter and other deleterious substances. Shoulder backing 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, shoulder backing 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

Shoulder backing 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

Shoulder backing material shall be watered and rolled to form a smooth firmly compacted surface.

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.

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.

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

The contract unit price paid by lump sum for Finished Roadway include clean up, final grading of shoulders as described above, and others task pertaining to the finished roadway as shown on the plan, as specified in the Standard Specifications, and these Special Provisions.

21 EROSION CONTROL

21-2 EROSION CONTROL WORK

Erosion control shall include applying erosion control materials to areas disturbed by construction activities where shown on the plans. Erosion control must comply with Section 21, "Erosion Control" of the Standard Specification.

Erosion Control work shall consist of applying one application of erosion control material tall all areas shown on the plans and as designated by the Engineer. The application consists of the following and shall be applied in the following sequence: weed free straw, erosion control netting.

Erosion Control Hydromulch and Hydroseed includes applying erosion control materials to areas disturbed by construction activities where shown on the plans. Erosion control Hydromulch and Hydroseed must comply with Sections 21-2, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control work shall consist of applying one application of erosion control materials to all areas shown on the plans and as designated by the Engineer. The applications shall consist of the following and shall be applied in the following sequence: fiber, seed, commercial fertilizer, and water.

MATERIALS—Materials must comply with Section 21-2, "Materials," of the Standard Specifications and the following:

SEED—Seed must comply with Section 21-2.02F, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists. Contractor shall measure and mix individual seed species in the presence of the Engineer.

Seed must contain at most 1.0 percent total weed seed by weight.

Deliver seed to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag attached are not accepted. The Engineer takes a sample of approximately 1 ounce or 0.25 cup of seed for each seed lot greater than 2 pounds.

Seed must comply with the following:

Botanical Name	Common Name	Percentage Purity & Germination (Minimum Rate)	Pound Per Acre
Bromus Carinatus	California Brome	95/85	15
Festuca Californica	California Fescue	90/70	15
Elymus Glaucus	Blue Wild Rye	90/70	15
Lupinus Bicolor	Miniature Lupine	90/70	10
Trifolium Wildenovii	Tomcat Clover	90/90	10
Eschscholzia Californica	California Poppy	90/80	5

APPLICATION

Erosion control materials shall be applied in one application as follows

The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Pounds Per Acre (Slope Measurement)
Fiber	2,000
Seed	As shown above

When premixed seed from containers is added to hydro-seeding equipment, the entire contents of the containers shall be used in preparing the hydro-seeding mixture. Partial use of a container of premixed seed will not be permitted in a hydro-seeding mixture.

Once erosion control work is started in an area, all applications shall be completed in that area on the same working day. The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

21-2.04 PAYMENT

The contract unit price paid by square yard for Erosion Control (Jute Netting ECTC Type 3B) shall include the straw, netting, installation, and any spikes or other hardware used during installation as shown on the plan, as specified in the Standard Specifications and these Special Provision.

The contract price paid by square yard of Erosion Control Hydro-mulch and Hydro-seed includes the application of the following fiber, seed, commercial fertilizer, and water. Any spills or over sprays shall be cleaned off the road.

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, shoulder backing, and removal of signage, equipment, and excess material from the Right of Way.

21-2.04 PAYMENT

The contract lump sum price for Finish Roadway shall consist of the work as describe upon and in Section 22 of the Standard Specifications and no further compensation will be provided.

Temporary Erosion Control will be included in the **lump sum** price paid for Water Pollution Control and no additional compensation will be allowed.

26 AGGREGATE BASES

26-1.04 PAYMENT

The contract unit price paid by cubic yard for Aggregate base shall include materials, watering, compaction and grading as shown on the plan, as specified in the Standard Specifications and these Special Provisions.

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 1/2" 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.

39-2.01B Materials

39-2.01B (2) Mix Design

39-2.01B (2)(a) General

Replace the 1st paragraph of section 39-2.01B (2)(a) with:

The HMA mix design must comply with the section 39-2.02A (4)(e) Department Acceptance.

39-2.01C (2) Spreading and Compacting Equipment

39-2.01C (2)(c) Method Compaction Equipment

Replace the 1st paragraph of section 39-2.01C (2)(c) with:

For method compaction, each paver spreading HMA must be followed by at least one of each of the following 3 types of rollers:

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 (4) Longitudinal Joints

39-2.01C (4)(a) General

Delete the 2nd and 3rd paragraphs and replace the 1st sentence of the 4th paragraph of section 39-2.01C (4)(a) with:

Place HMA on adjacent traveled way lanes such that at the end of each work shift, the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet.

Kraft paper, or approved bond breaker must be used under temporary tapers to facilitate the removal of the taper when paving operations resume.

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, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The Engineer shall delineate the limits of the edge widening. Edge widening constructed outside the limits delineated by the Engineer shall not be measured nor paid for.

The Contractor shall remove existing asphalt concrete or PCC driveways where edge widening conflicts with existing driveways, as directed by the Engineer. Prior to the removal of the existing driveways, the Engineer shall outline where the existing driveway is to be cut on a neat line with a power-driven saw before pavement surface removal, or shall be removed with a tungsten-carbide-bit pavement grinder to the depth indicated. Pavement grinder will not be allowed for PCC driveway removal. Place hot mix asphalt to tie the new edge of pavement grade to the existing cut edge. Payment for driveway replacement will be paid for as edge widening.

Removed asphalt concrete or PCC shall become the property of the Contractor and shall be disposed of outside the highway right-of-way in accordance with the provisions in section 5-1.20B(4), "Contractor-Property Owner Agreement", of the Standard Specifications.

Earthwork shall comply with section 19, "Earthwork", of the Standard Specifications. Subgrade can be compacted in compliance with Section 19.05E of these Special Provisions.

Excavated material can be used as shoulder backing material. All areas widened shall be shoulder backed.

HMA shall comply with Section 39, "Hot Mix Asphalt", of these Special Provisions. HMA shall be ¾" 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.

39-2.01D Payment

Payment for quantity of HMA 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.

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

The contract unit price paid per square foot for Edge Widening and/or Extra Depth Edge Widening shall include full compensation for furnishing all labor, tools, materials, and incidentals and for doing all the work involved in Edge Widening, including quality control plan, quality control testing, earthwork, shoulder backing, HMA, tack coat, saw-cutting or grinding, removal and disposal of asphalt concrete and incidentals, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Additional work to tie grades for driveway connections may be necessary and will paid for by the square foot as Edge Widening.

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

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

The HMA leveling layer blade patching shall be placed 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. The HMA shall be compacted with steel drum roller weighing no less than 8 tons.

The contract price paid per square yard for HMA Leveling (Placement) shall include full compensation for furnishing all labor, tools, and incidentals 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, and as directed by the Engineer.

The contract price paid per ton for HMA Leveling (3/8"-Type B) shall include full compensation for furnishing HMA for partial width blade patching, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

DIVISION VI STRUCTURES
51 CONCRETE STRUCTURES

51-1 CAST-IN-PLACE CONCRETE MEMBERS

51-1.02 MATERIALS

The materials used in the cast in place structures shall conform to Standard Specifications. Cast in place structures constitute all straight and warped wing wall construction.

All excavation will conform to Section 19-3.

51-1.04 PAYMENT

The contract unit price paid by cubic yard for Structural Concrete (Headwalls & Warped Wing walls) shall include furnishing and installation of materials, formwork, curing compounds, and disposal of excess material out of the County Right of Way.

51-4 PRECAST CONCRETE MEMBERS

51-4.02 MATERIALS

51-4.02A GENERAL

Contractor is directed to Section 51 "Concrete Structures" of the Standard Specifications.

51-4.02D Materials

51-4.02D (5) Fabricating Precast Concrete Members

For PC concrete (reinforced) box culverts, submit shop drawings with calculations. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State of California within 5 working days after receipt of the written Notice to Proceed notification. Allow 5 working days for the Engineer's review.

The reinforcing steel as shown in the drawings for the precast concrete members shall be included in the price per linear foot of the Furnish Precast Concrete Culvert.

Attachment components to facilitate the connection between the wing walls and culvert shall be included in Install Precast Concrete Culvert bid item unit price.

51-4.04 PAYMENT

The contract unit price paid per cubic yard for Furnish Precast Concrete Box Culvert shall include the concrete, bar reinforcing steel, wire mesh, transportation and offloading to the project site at Laguna Creek and Lagoon Drain.

The contract unit price paid per linear foot for Install Precast Concrete Box Culvert shall include the installation, sealing, and connection between culvert and wing walls per the Special Provisions, Contract Plans, or Resident Engineer.

51-7 MINOR STRUCTURES

51-7.01 GENERAL

The materials used in the cast in place minor structures shall conform to Standard Specifications. Minor Concrete constitutes the rat slab foundation.

All excavation will conform to Section 19-3.

51-1.04 PAYMENT

The contract unit price paid by cubic yard for Minor Concrete shall include furnishing and installation of materials, formwork, curing compounds, and disposal of excess material out of the County Right of Way.

52 REINFORCEMENT

51-1.04 PAYMENT

The contract unit price paid per pounds (lbs.) for Bar Reinforcing Steel shall include reinforcing steel, placement, lap bars for lap splicing, ties, and replacement of damaged bars or parts.

Bar Reinforcing Steel shall include all reinforcement installed in all Cast-In-Place members and Minor Concrete structures. All Bar Reinforcing Steel for the Precast Concrete Box Culvert shall be included in the bid item unit price of Precast Concrete Box Culvert.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

72-1 GENERAL

72-1.01 GENERAL

Section 72-1 includes general specifications for constructing rock slope protection. The bio-engineered fill inside the culvert and at the entrance and exit of the culvert as shown in the plans consists of rock slope protection covered with select channel excavation.

72-1.03 CONSTRUCTION

Earthwork must comply with section 19.

Fabric is not required for placing of the bio-engineered fill.

72-2 ROCK SLOPE PROTECTION

72-2.01 GENERAL

Section 72-2 includes specifications for constructing RSP.

Use the class of rock and the method for placement described.

72-2.02 MATERIALS

72-2.02B Rock

For Method B placement and the class of RSP described, comply with the rock gradation shown in the following table:

Rock Gradation for Method B Placement

Rock size	Percentage larger than ^a							
	Class							
	1 T	1/2 T	1/4 T	Light	Facing	No. 1	No. 2	No. 3
2 ton	0-5	--	--	--	--	--	--	--
1 ton	50-100	0-5	--	--	--	--	--	--
1/2 ton	--	50-100	0-5	--	--	--	--	--
1/4 ton	95-100	--	50-100	0-5	--	--	--	--
200 lb	--	95-100	--	50-100	0-5	0-5	--	--
75 lb	--	--	95-100	--	50-100	50-100	0-5	--
25 lb	--	--	--	95-100	90-100	90-100	25-75	0-5
5 lb	--	--	--	--	--	--	90-100	25-75
1 lb	--	--	--	--	--	--	--	90-100

^aFor any class, the percentage of rock smaller than the smallest rock size must be determined on the basis of weight. For all other rock sizes within a class, the percentage must be determined based on the ratio of the number of individual rocks larger than the smallest size shown for that class compared to the total number of rocks.

Rock material must comply with the requirements shown in the following table:

Rock Material Requirements

Quality characteristic	Test method	Requirement
Apparent specific gravity (min)	California Test 206	2.5
Absorption (max, %)	California Test 206	4.2
Durability index (min)	California Test 229	52

Notes:

Durability absorption ratio (DAR) = course durability index/(percent absorption + 1)

If the DAR is greater than 10, the absorption may exceed 4.2 percent.

If the DAR is greater than 24, the durability index may be less than 52.

Select rock such that the shapes provide a stable structure for the required section. If the slope is steeper than 2:1, do not use rounded boulders and cobbles. Angular shaped rock may be used on any planned slope. Flat or needle-shaped rock must not be used unless the individual rock thickness is greater than 0.33 times the length.

72-2.02C Fabric

Fabric must be RSP fabric that complies with the class shown in the following table:

Fabric Class

Class	Largest rock grading class used in slope protection
8	1 ton or smaller
10	Larger than 1 ton

72-2.03 CONSTRUCTION

72-2.03C Placement Method B

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

72-2.04 PAYMENT

The contract unit price paid per cubic yard for Bio Engineered Fill shall include full compensation for placing and constructing RSP, channel ex cover, edge clearing and grubbing, excavation of keyway, and all other required slope protection measures as shown on plans or as directed by the Engineer.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

82-1 GENERAL

82-1.01 GENERAL

82-1.01A Summary

Signs and markers shall 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 shall 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.

82-1.02 PAYMENT

The contract unit price paid by each for Object Markers shall include furnishing and installing the markers as designated in the Contract Plans or as directed by the Engineer. This includes attachment components, metal posts, and underground location services for installation.

83 RAILINGS AND BARRIERS

83-2 METAL RAILINGS AND BARRIERS

83-2.02 MIDWEST GUARDRAIL SYSTEMS

83-2.02A General

83-2.02A (1) Summary

Midwest Guardrail System (Steel Posts) shall conform to the provisions in Section 83-2, "Midwest Guardrail Systems", of the Standard Specifications and these Special Provisions.

Install Midwest Guardrail System (MGS) shall conform to the provision in Section 83-2, "Midwest Guardrail Systems", of the Standard Specifications and these Special Provisions.

End Terminal Systems Type SRT-31 and Type SKT-MGS shall conform to the provisions in Section 83-2, "Midwest Guardrail Systems", of the Standard Specifications these Special Provisions.

83-2.02D PAYMENT

The contract unit price paid by each for Steel Post w/ Base Plate and Anchors includes materials, HMA, excavation, installation and clean up as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

The contract unit price paid by linear foot for MGS (Steel Posts) includes all work involved in the location, excavation, and installation complete in place as shown on the plans, as specified in the Standard Specifications, and these Special Provisions.

The contract unit price paid by each for End Terminal System (Type SRT-31 and Type SKT-MGS) includes all the work involved in the location, excavation, and installation, as shown on the plans, as specified in the Standard Specifications and these Special Provisions. Pay limits for terminal end systems are as shown in the Standard Plans.

82-3 ROADSIDE SIGNS

82-3.04 PAYMENT

The contract price paid by each for Culvert Marker includes disposal of existing signs, sign panel, posts, furnishing and installing sign panels and posts as shown on the plans, as specified in the Standard Specification and these Special Provisions.

83-11 EXISTING RAILINGS AND BARRIERS

83-11.02 EXISTING GUARDRAILS

83-11.02B REMOVE GUARDRAILS

83-11.02B (1) GENERAL

The Contractor shall remove existing metal beam guard railing including wood posts, and components where shown on the plans and as directed by the Engineer. Work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities", of the Standard Specifications and these special provisions.

Salvaged metal material shall be taken daily to the Solano County Corporation Yard at 3255 North Texas Street, Fairfield, CA.

Removal of all non-treated material is included in the contract unit price for Remove and Dispose Existing Guardrail. Treated wood waste disposal will be paid under Removal of Treated Wood Waste. Contractor must dispose of Treated Wood Waste on a daily basis and must provide the Engineer with a copy of the weight ticket for payment.

83-11.02B (4) PAYMENT

The contract unit price paid by linear foot for Remove and Dispose Existing Guardrail include removal, transport, and disposal. Measurement shall be from center of post to center of post. No additional compensation for removal of end anchors or end treatments are allowed.

Removal and Disposal of Treated Wood Waste shall be paid by the tons for the removal and disposal of treated material to a county approved disposal site.

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 contract unit price paid by square foot for Thermoplastic Markings. Chevron Marking will be considered under Thermoplastic Markings. The unit price paid 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.

DIVISION X ELECTRICAL WORK

87 ELECTRICAL SYSTEMS

87-1.03B CONDUIT INSTALLATION

87-1.03B (1) GENERAL

The installation of conduit includes installing caps, bushings, and pull tape and terminating the conduit in pull boxes, foundations, poles, or a structure.

Notify the Engineer at least 4 business days before starting horizontal directional drilling method or jack and drill activities.

Limit the number of bends in a conduit run to no more than 360 degrees between pull points. Use conduit to enclose conductors except where they are installed overhead or inside standards or posts.

87-1.03B (2) CONDUIT INSTALLATION FOR STRUCTURES

87-1.03B (2)(a) GENERAL

Paint exposed Type 1 conduit the same color as the structure.

Install galvanized steel hangers, steel brackets, and other fittings to support conduit in or on a wall or bridge.

Install mounted utility conduit constitutes furnishing and installing 4" galvanized conduit along the new culvert head wall. The work includes all mounting components, connection details, and coordinating with the local utility company.

87-1.03B (2)(c) STRUCTURES

Run surface-mounted conduit straight and true, horizontal or vertical on the wall, and parallel to walls on ceilings or similar surfaces. Support the conduit at a maximum of 5-foot intervals where needed to prevent vibration or deflection. Support the conduit using galvanized, malleable-iron, conduit clamps, and clamp backs secured with expansion anchorage devices complying with section 75-3.02C. Use the largest diameter of galvanized, threaded studs that will pass through the mounting hole in the conduit clamp.

87-1.03B (3) CONDUIT INSTALLATION UNDERGROUND

87-1.03B (3)(a) GENERAL

Install Underground Utility Conduit constitutes furnishing and installing Schedule 4 PVC pipe underground. The work includes all trenching work, backfill material and labor, compaction, coordinating with the local utility company, and furnishing and installing the conduit.

Install conduit to a depth of:

1. 14 inches for the trench-in-pavement method
2. 30 inches, minimum, everywhere else below grade

Place conduit couplings at a minimum of 6 inches from the face of a foundation.

Place a minimum of 2 inches of sand bedding in a trench before installing Type 2 or Type 3 conduit and 4 inches of sand bedding over the conduit before placing additional backfill material. If installing conduit within the limits of hazardous locations as specified in NEC for Class I, division 1, install and seal Type 1 or Type 2 conduit with explosion-proof sealing fittings.

87-1.04 PAYMENT

The contract unit price paid by linear foot for Install Mounted Utility Conduit and Install Underground Utility Conduit includes materials, USA utility, excavation, placement, compaction, and clean up as shown on the plan, as specified in the Standard Specifications and these Special Provisions.

92 ASPHALT BINDERS

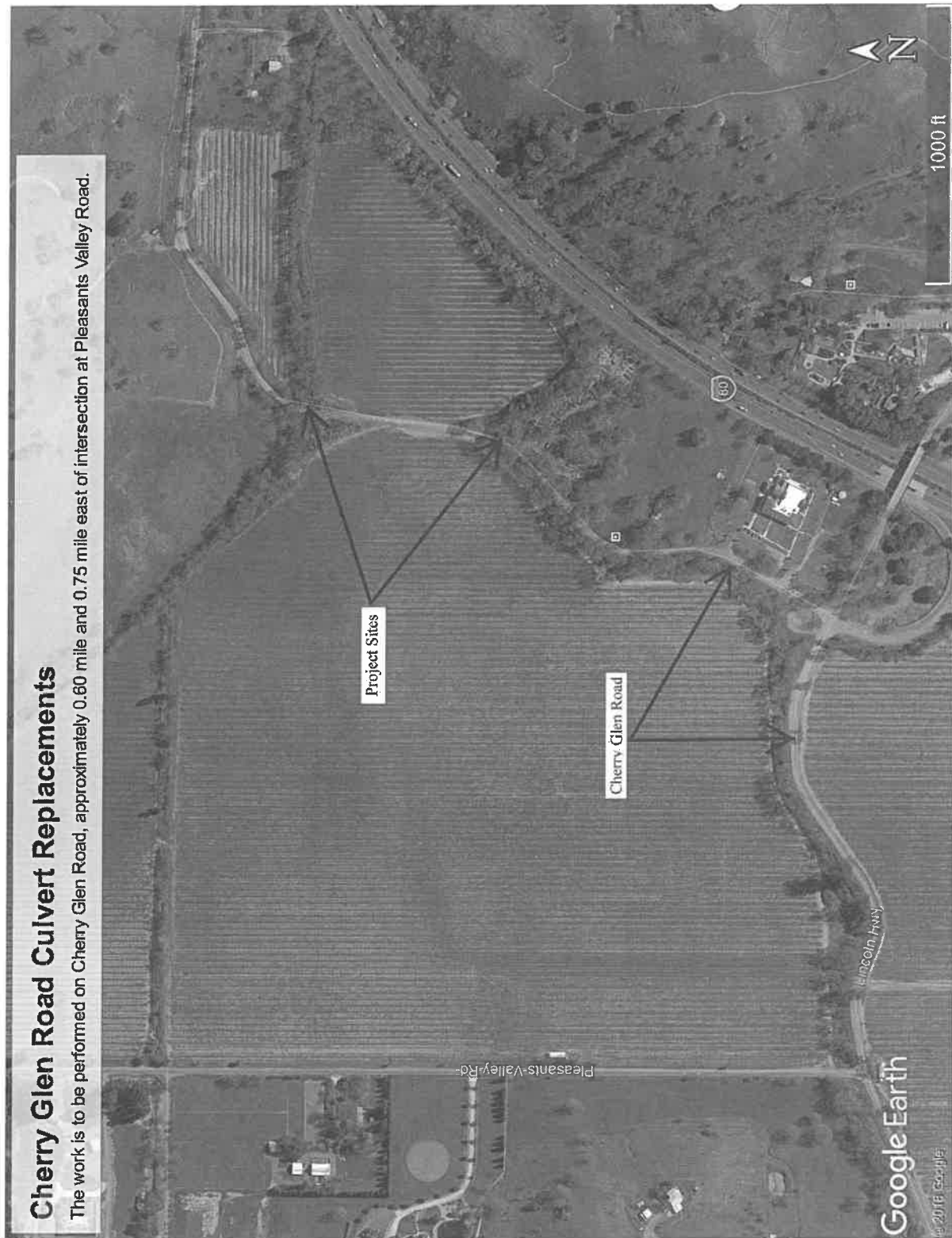
92-1.01 GENERAL

92-1.01A Summary

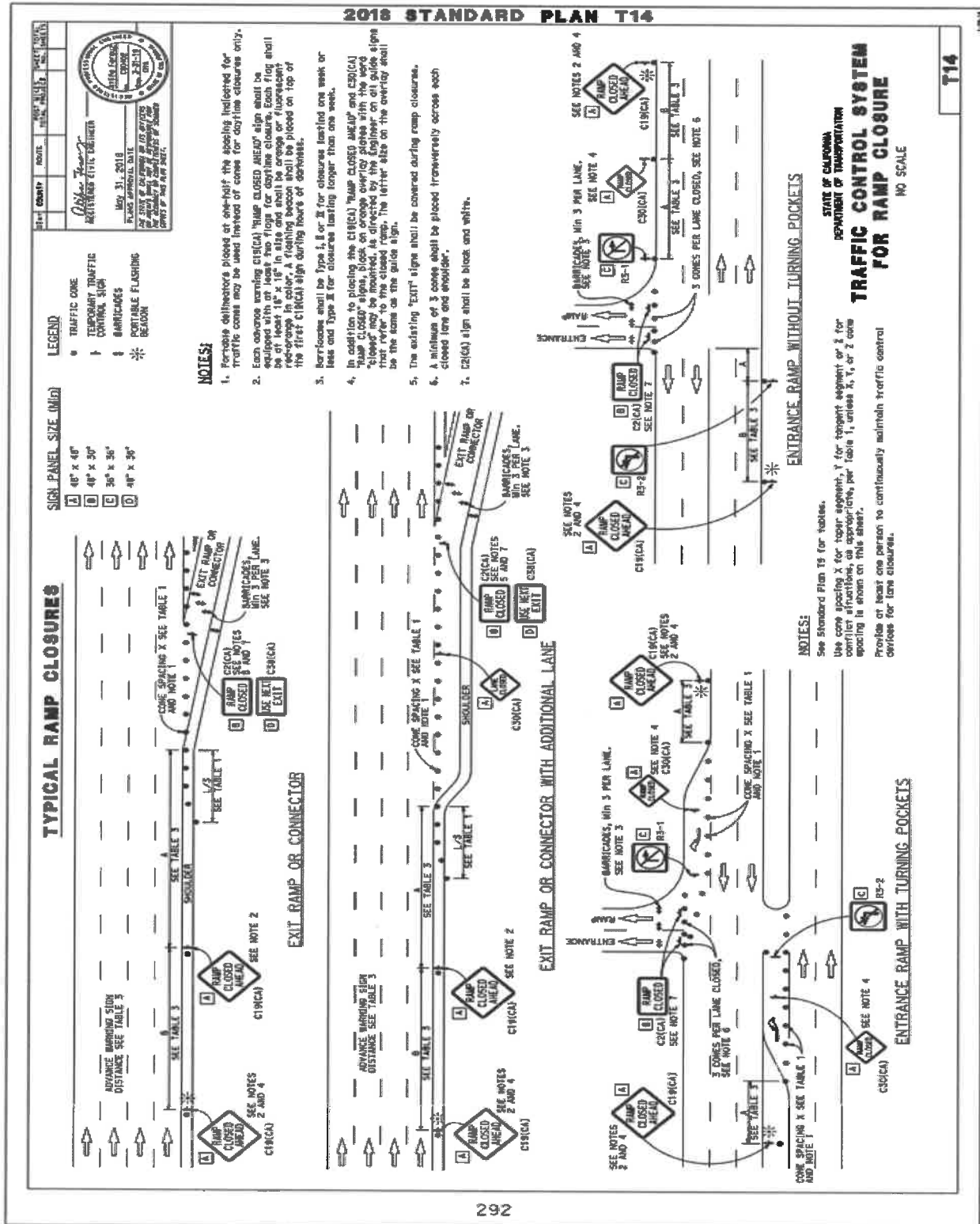
Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

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

SITE LOCATIONS



TRAFFIC CONTROL SYSTEM FOR RAMP CLOSURE



BILL EMLEN
Director
(707) 784-6765

TERRY SCHMIDTBAUER
Assistant Director
(707) 784-6765

MATT TUGGLE
Engineering Manager
(707) 784-6765

DEPARTMENT OF RESOURCE MANAGEMENT



**SOLANO
COUNTY**

675 Texas Street, Suite 5500
Fairfield, CA 94533-6342
(707) 784-6765
Fax (707) 784-4805

www.solanocounty.com

Public Works – Engineering Services Division

November 21, 2019

**COUNTY OF SOLANO COUNTY
STATE OF CALIFORNIA**

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

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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. The Contractor's attention should be directed to the cross sections which are available at the BPXpress website. These are provided for information only and are not part of the Contract documents.
2. Bid opening is rescheduled for Thursday December 5th, 2019 at 2:00 p.m., at the office of Solano County Department of Resource Management, 675 Texas Street, Suite 5500, Fairfield, California.
3. The Contractor's attention should be directed to the culverts existing condition drawings provided. These drawings represent the County's best knowledge of the culverts and are provided for information only and are not part of the Contract.
4. Attention is directed to Pages 15 & 16. These pages are "To be completed and submitted within 48 hours of the bid opening."
5. On page 11, the entire Bid Schedule is to be replaced by Attachment A.
6. On page 50, Subsection 5-1.26 Construction Surveys, paragraph 1, sentence 3 and 4 has been deleted/revised as shown below:

Survey staking for this project for the roadway 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 fir requested~~

~~construction survey. County has estimated 80 Flagging hours for County provided Survey, which shall be paid under bid item 1 and 2.~~

7. Page 50 has been amended to include Subsection 5-1.20(B) Permits, Licenses, Agreements, and Certifications, 5-1.20B (3) After Award:

Contractor shall obtain a Caltrans Encroachment Permit to work in the right of way at the Cherry Glen off ramp exit. The Caltrans Encroachment Permit amount in the bid will be a fixed total of \$3,000, which pays the contractor for the permit fee and the contractor's costs in obtaining and closing the permit with Caltrans. The County has obtained the parent permit (Attachment B).

8. On page 68 under Subsection 12-1 General, 12-1.01 General, paragraph 2 and 3 shall be deleted as shown:

~~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.~~

9. On page 73, Subsection 14-1 General, 14-1.01 General has been amended to include:

The County will provide an on-site Biologist during construction.

10. On page 76, Subsection 15-1.03 Construction, 15-1.0B Removing Concrete has been amended to include:

There are no PCC driveways. The existing roadway is generally 7" of PCC with #6 @ 12" o.c. e.w. @ centerline with 1" ± of asphalt concrete above.

11. On page 77, Subsection 19-2 Roadway Excavation, 19-2.01 General has been amended to include:

Excess material that cannot be disposed of on-site as directed by The Engineer, shall be disposed off-site. The maximum estimated Export (F) for each culvert is as shown in the revised Bid Schedule in Attachment A.

Payment for both Export (F) bid item will be paid regardless whether the material is disposed of on-site or exported off-site as directed by The Engineer.

12. On page 92 under Subsection 72-1.03 Construction, paragraph 2 has been amended as shown below:

Fabric is not required for placing of the bio-engineered fill inside of the concrete box culverts.

13. Page 92, Subsection 72-2.02B Rock shall be deleted in its entirety and reverts to the Standard Specification. Subsection 72-2.02B shall be also amended to include:

The size and class of RSP required on the project shall be Class II RSP (9" Nominal) (Nominal median wt. = 60 lbs.).

14. On page 93, Subsection 72-2.02C Fabric has been amended to include:

Class 8 RSP fabric shall be required on the outside of the Culvert in the Bio-Engineered Fill material only.

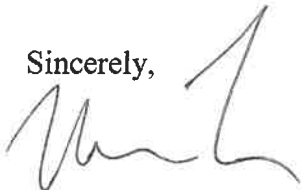
15. On page 96 under Subsection 87-1.03B (2) Conduit Installation for Structures, 87-1.03B (2)(a) General, paragraph 1 has been deleted as shown below:

~~Paint exposed Type 1 conduit the same color as the structure.~~

16. On page 97 under Subsection 87-1.03B (3) Conduit Installation Underground, 87-1.03B (3)(a) General, paragraph 1, sentence 1 has been revised as follow:

Install Underground Utility Conduit constitutes furnishing and installing Type 3 conduit meeting the requirements of Type A, extruded, rigid PVC, UL 651 or HDPE UL 651A.

Sincerely,



Matt Tuggle
Engineering Manager

ADDENDUM 1 ATTACHMENT A

CHERRY GLEN CULVERT REPLACEMENT PROJECT REVISED BID SCHEDULE

Item No.	Description	Unit	Quantity	\$/Unit	Total
1	MOBILIZATION	LS	1		
2	FLAGGING STRAIGHT TIME(S) *	HR	64	\$ 53.37	\$ 3,415.68
3	FLAGGING OVERTIME *	HR	16	\$ 63.00	\$ 1,024.00
4	TRAFFIC CONTROL SYSTEM FOR ROAD CLOSURE	LS	1		
5	TYPE III BARRICADES	EA	6		
6	CONSTRUCTION AREA SIGNS	LS	1		
7	VARIABLE MESSAGE BOARDS	EA	2		
8	WATER POLLUTION CONTROL PLAN	LS	1		
9	ON-SITE ENVIRONMENTAL TRAINING	EA	40		
10	CONCRETE WASHOUT	EA	4		
11	CLEARING AND GRUBBING	LS	1		
12	ROADWAY EXCAVATION (F)	CY	1,062		
13	FINISH ROADWAY	LS	1		
14	HOT MIX ASPHALT (1/2" TYPE A)	TON	297		
15	HMA EDGE WIDENING (3/4" TYPE A)	SY	517		
16	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 22 (4 INCH - YELLOW)	LF	1,001		
17	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 27B (4 INCH - WHITE)	LF	2,002		
18	CHEVRON MARKINGS (8" THICK - WHITE)	LF	211		
19	UTILITY CONDUIT (SURFACE MOUNTED)	LF	36		
20	UTILITY CONDUIT (UNDERGROUND)	LF	239		
21	ENCROACHMENT PERMIT (CALTRANS)	EA	1	\$ 1,000.00	\$ 1,000.00
				SUBTOTAL	
	CHERRY GLEN CULVERT 3120-1.40				
22	BARRIER RAIL (TYPE K)	LF	40		
23	IN-CHANNEL BYPASS SYSTEM W/OVERFLOW	LS	1		
24	SILT FENCE	LF	50		
25	FIBER ROLL	LF	100		
26	REMOVE AND DISPOSE CONCRETE CULVERT	LS	1		
27	REMOVE AND DISPOSE PCC PAVEMENT	CY	44		
28	STRUCTURAL EXCAVATION (F)	CY	94		
29	CHANNEL EXCAVATION (F)	CY	22		
30	STRUCTURAL BACKFILL (F)	CY	71		
31	EXPORT (F)	CY	37		

32	EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)	SY	133		
33	EROSION CONTROL HYDROMULCH AND HYDROSEED	SY	223		
34	CLASS 2 AGGREGATE BASE (3/4" MAX.)	CY	76		
35	STRUCTURE CONCRETE (HEADWALLS & WARPED WINGWALLS)	CY	32		
36	FURNISH PRECAST CONCRETE BOX CULVERT (F)	CY	35		
37	INSTALL PRECAST CONCRETE BOX CULVERT (F)	LF	32		
38	MINOR CONCRETE (6" RAT SLAB) (F)	CY	8		
39	BAR REINFORCING STEEL (F) (WINGWALL, RAT SLAB, WARPED WINGWALL)	LBS	3,214		
40	BIO ENGINEERED FILL	CY	37		
41	CULVERT MARKER	EA	2		
42	OBJECT MARKER (TYPE L1)	EA	2		
43	OBJECT MARKER (TYPE P)	EA	4		
44	REMOVE AND DISPOSE EXISTING GUARDRAIL	LF	56.25		
45	REMOVAL AND DISPOSAL OF TREATED WOOD WASTE	TONS	0.25		
46	STEEL POST (W6X9) W/BASE PLATE AND ANCHORS	EA	4		
47	MIDWEST GUARDRAIL SYSTEMS (MGS) (STEEL POSTS)	LF	75		
48	TERMINAL SYSTEM (TYPE SRT 31)	EA	2		
49	TERMINAL SYSTEM (TYPE SKT-MGS)	EA	2		
				SUBTOTAL	
	CHERRY GLEN CULVERT 3120-1.50				
50	BARRIER RAIL (TYPE K)	LF	40		
51	IN-CHANNEL BYPASS SYSTEM W/OVERFLOW	LS	1		
52	SILT FENCE	LF	50		
53	FIBER ROLL	LF	100		
54	REMOVE AND DISPOSE PCC PAVEMENT	CY	44		
55	REMOVE AND DISPOSE CONCRETE CULVERT	LS	1		
56	STRUCTURAL EXCAVATION (F)	CY	106		
57	CHANNEL EXCAVATION (F)	CY	10		
58	STRUCTURAL BACKFILL (F)	CY	101		
59	EXPORT (F)	CY	13		
60	EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)	SY	133		
61	EROSION CONTROL HYDROMULCH AND HYDROSEED	SY	223		
62	CLASS 2 AGGREGATE BASE (3/4" MAX.)	CY	76		
63	STRUCTURE CONCRETE (HEADWALLS & WINGWALLS)	CY	30		
64	FURNISH PRECAST CONCRETE BOX CULVERT (F)	CY	35		
65	INSTALL PRECAST CONCRETE BOX CULVERT (F)	LF	36		
66	MINOR CONCRETE (6" RAT SLAB) (F)	CY	9		
67	BAR REINFORCING STEEL (F) (WINGWALL, HEADWALL, RAT SLAB)	LBS	4,319		

68	BIO ENGINEERED FILL	CY	40		
69	CULVERT MARKER	EA	2		
70	OBJECT MARKER (TYPE L1)	EA	2		
71	OBJECT MARKER (TYPE P)	EA	4		
72	REMOVE AND DISPOSE EXISTING GUARDRAILS	LF	72		
73	REMOVAL AND DISPOSAL OF TREATED WOOD WASTE	TONS	0.32		
74	STEEL POST (W6X9) W/BASE PLATE AND ANCHORS	EA	4		
75	MIDWEST GUARDRAIL SYSTEMS (MGS) (STEEL POSTS)	LF	75		
76	TERMINAL SYSTEM (TYPE SRT 31)	EA	2		
77	TERMINAL SYSTEM (TYPE SKT-MGS)	EA	2		
				GRAND TOTAL	

*NOTE: Flagging shall 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.

** Section 9-1.06 “CHANGED QUANTITY PAYMENT ADJUSTMENTS”. Unit price adjustment resulting from a change of more than 25% does not apply to these items.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

ATTACHMENT B

TR-0120 (REV 6/2012)

Permit No.

04-19-N-TK-0978

In compliance with (Check one):

- ☒ Your application of April 30, 2019
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO: ☐ Solano County
675 Texas Street, Suite 5500
Fairfield, CA 94533

Email: capyle@solanocounty.com

Attn: Craig Pyle

☐ Phone (707) 784-6074

☐ , PERMITTEE

Dist/Co/Rte/PM

04/SOL/80/24

DATE

May 31, 2019

Fee Paid

\$Exempt

Deposit

\$

Performance Bond Amount

\$

Payment Bond Amount

\$

Bond Company

Bond Number (1)

Bond Number (2)

RECEIVED

JUN 10 2019

COUNTY OF SOLANO
RESOURCE MANAGEMENT

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

Perform off-ramp closure of Cherry Glen Road, Exit 52, on State Highway 04/SOL/80/24, in the City of Vacaville, Solano County.

A minimum of one week before the start of work under this permit, a notice must be given to and advance approval of construction detail, operations, public safety and traffic control must be obtained from State Representative Soratha Sing, 2019 West Texas Street, Fairfield, CA, 94533, soratha.sing@dot.ca.gov or (510) 520-0853, weekdays between 7:30 AM and 4:15 PM, except holidays.

All permitted work requires the permittee to apply for and obtain a work authorization number prior to start of work. See the attached "Encroachment Permit Project Work Scheduling Procedures" and the attached "Permit Project Work Scheduling Request Form." Additional time beyond the minimum seven-day advanced notice required in the above paragraph may be required for obtaining approval.

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

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | General Provisions (TR-0045) |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Special Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Water Pollution Control Documents (TR-0400) |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Review |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Inspection |
| <input checked="" type="checkbox"/> Yes | | Field Work |

(If any Caltrans effort expended)

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

This permit is void unless the work is completed before December 31, 2019

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.


RF

c: Soratha Sing, soratha.sing@dot.ca.gov, Field Inspector
Mitch Tirado, mitch.tirado@dot.ca.gov, DTM
Will Hauke, will.hauke@dot.ca.gov, Maintenance
D4 TMC, D4.TMC@dot.ca.gov

APPROVED:

DAVID SALLADAY, District Permit Engineer

BY:



CHRIS MASTER, Senior Permit Engineer

ADA Notice

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

A pre-job meeting with the State Representative is required at least 7 days prior to the start of any work under this permit. Failure to do so may result in permit revocation with no prejudice.

Notwithstanding General Provision 35, lane closures and other activities that may cause a traffic impact requires the permittee to apply for and obtain a closure ID prior to the start of work. Requests must be submitted using the attached "Encroachment Permit Work Scheduling Request Form".

Notwithstanding General Provision 4, construction must not begin until the contractor performing the work applies for and obtains a separate encroachment permit (referred to as a Double Permit) for the work authorized herein. An initial fee/deposit of \$492.00 is required at the time of application for permit processing and inspection.

In addition to the attached "Encroachment Permit General Provisions" (TR-0045) and "Storm Water Special Provisions for Minimal or No Impact" (TR-0400) (available at [http://dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf)), all work permitted herein must comply with the following provisions:

The permittee shall comply with the code of safe practices (available at http://www.dot.ca.gov/hq/construc/publications/code_of_safe_practices.pdf), when working within the State right-of-way.

Temporary traffic control, including flagging, apparel, temporary traffic control devices, and equipment for flaggers, must comply with the California MUTCD, Part 6, "Temporary Traffic Control" (available at <http://www.dot.ca.gov/trafficops/camutcd/>).

Traffic control must comply with the 2018 Caltrans Standard Plans T9 through T14 (available at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>).

Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Except for installing, maintaining and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, requires closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, requires closing of that shoulder.

Ramp maybe closed while work is actively in progress.

No consecutive ramp closure allowed.

No vehicle or equipment must be stored overnight within the State right-of-way; it must be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the State right-of-way is strictly prohibited.

Changes to the provisions herein require an Encroachment Permit Rider, except for minor changes authorized by the State Representative.

Permittee must notify Caltrans inspector of any safety or environmental field issues.

Time extension requests must be made a minimum 2 weeks prior to permit expiration.

The State Representative or CHP may stop work not being performed in compliance with this permit.

Neither materials nor waste must be stockpiled within the State highway right-of-way.

Upon completion of work authorized by this encroachment permit, the permittee must provide the State Representative with "Notice of Completion" (TR-0128) (available at [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_D_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_D_(WEB).pdf)).

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 11/2018)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint, use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway right-of-way, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway right-of-way.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State Highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. Permittee must not give final construction completion approval to its contractor, until final acceptance and approval is obtained from the Department.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits

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

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

of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

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

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

15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.

16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the

Department, and from the Directors, officers, and employees of the State and/or the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.

22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:

- a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
- b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
- c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
- d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
- f) The As-Built plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.

23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public

corporations or privately owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:

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

25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. **ENVIRONMENTAL:**

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

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

soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

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

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

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

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

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

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

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

30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i. No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii. In connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii. Such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
- iv. The Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) In the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. MAINTENANCE OF HIGHWAYS: By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.

32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the

Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The Permittee must notify the Department's representative and the Traffic Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et

seq., which require public facilities be made accessible to persons with disabilities.

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

39. STORMWATER: The Permittee is responsible for full compliance with the following:

- For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under *Order No. 2012-0011-DWQ*, *NPDES No CAS000003*; and
- In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit *Order No. 2009-0009-DWQ*, *NPDES No CAS000002*; and
- In addition, for projects disturbing one acre or more of soil in the Lahontan Region with *Order No. R6T-2016-0010*, *NPDES No CAG616002*.

For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.



D4 Encroachment Permit Work Scheduling Request Form

Submit your request to schedule traffic control weekly, 7 days in advance, using this form. Submit your request to State Representative (Inspector) listed on page 1 or 2 of your permit. If your inspector is not available, contact Permit Duty Station at (510) 286-4401, or email Permit_Duty_Engineer@dot.ca.gov or fax (510) 286-3960. Check special provisions for authorized work hours. Any deviation from the permit must be in writing and requires additional review and approval.

INSTRUCTIONS AND ABBREVIATIONS: See the procedures on page 2 of this form.

1. Permit No.: _____ 2. Expiration Date: _____ 3. Request Date: _____
4. Caltrans Inspector: _____ 5. Requested Work Week: _____ to _____
6. Route: _____ 7. County: _____ 8. City or Township: _____
9. ☐ PostMiles: From: _____ To: _____ 10. Existing Lanes (in each Dir): Dir _____ Lns _____ / Dir _____ Lns _____
11. Describe Location (use landmark if necessary): From: _____ To: _____
12. Name of Conventional Highway or Surface St: _____
13. Fill in or 'x' if applicable (a through k): (a) ☐ Divided Hwy or ☐ Undivided Hwy (b) ☐ Full-Closure ☐ 1 dir or ☐ both dir
 (c) ☐ One-Way Traffic Control: Only on "Undivided" Hwy (Alternate use of same lane for both directions--hold traffic 5-10 min w/flaggers)
 (d) ☐ Connector Ramp: (State Highway #) _____ to (State Highway #) _____ Closed ☐ or Lane # _____
 (e) ☐ Off-ramp: (Freeway to City St.) Ramp Name: _____ Off-ramp Closed ☐ or Lane #: _____
 (f) ☐ On-ramp: (City St. to Freeway) Ramp Name: _____ On-ramp Closed ☐ or Lane #: _____
 (g) ☐ Divert Traffic or Contra Flow: Reconfigure Lns/divert traffic to Lane# _____ in the _____ Direction; _____ Lns open each dir
 (h) ☐ Intermittent Traffic Control (i) ☐ Various Locations (j) ☐ Long-Term (24+ hours continuous) ETO

(k) Year:		Time			Dir		* * * * * Restricted Lanes * * * * *																Brks		Closure ID#
From DATE	To DATE	DAY(S)	24-HR CLOCK		NB	SB	Full Closure Sec-Detour	SHLDR		1	2	3	4	5	6	V	Aux or Coll	CD or Med	TURN PCKT(S)		Park Strip	5 to 15 min	Rolling		
		SU-M-T-W-TH-F-SA	Start (10-97)	Finish (10-98)	EB	WB		L	R										L	R					
																								Caltrans will complete & return	

14. Description of work/comments: _____

15. Detour (Required for full closure): _____

16. Contingency Plan: _____

17. On-site during work (circle if applicable): CHP / PD / Other: _____

18. Name:	Permittee or Permittees Representative/Contractor:	
	Address including zip code:	
On-site Personnel Contact Name of person in responsible charge & phone number(s).	Name:	
	Email:	
	Office:	FAX:
	Cell:	Emergency phone number 24/7:

19. **"REAL-TIME" STATUS INSTRUCTIONS - PLEASE MAKE YOUR FIELD PERSONNEL AWARE & RESPONSIBLE!**
 Permittee must STATUS lane closures DAILY via Caltrans District 4's 24-Hour Communication Center at (510) 286-6359. Status using Closure ID Number when work begins, to 1097 (1st cone down), and again to 1098 (last cone picked up); OR, 1022 to cancel. Any delay in picking up your closure must be reported immediately.



D4 Encroachment Permit Work Scheduling Procedures

1. **INSTRUCTIONS:** Fill in blanks or check appropriate boxes. Attach maps or diagrams, if available. Enter beginning day through ending day of work week (M-T-W-TH-F-SA-SU). **Date:** Month/Day—Enter month (01-12) and day (01-31) of requested week. **Start & Finish Time:** Use 24-hour clock format. Read the Permit Special Provisions for hours & days allowed. Separate lane closure #'s are required for each direction and facility. Use separate line for each. Lanes are numbered in direction of travel from left to right, excluding turn pockets; left being #1 or "fast lane." Check boxes under **Restricted Lanes** to indicate lanes or parts of highway to be closed. VL may be checked with note in Comments Section stating number of lanes to remain open at all times.
 2. **ABBREVIATIONS:** Aux=auxiliary, CD=Center Divide; Coll=Collector; Contra Flow=Close 1 direction of traffic and divert to lane(s) in opposite direction or a turn lane. DAY(S)=(M-T-W-TH-F-SA-SU); Dir=Direction (NB=Northbound, SB=Southbound, WB=Westbound, EB=Eastbound); ETO=Emergency Traffic Operations; F/L=fog line; Hwy=Highway; Lns=Lanes; L=Left; Med=Median; Park Strip=Parking area parallel to lane; PCKT=Pocket; Rolling=traffic breaks for closure such as sweeping; R=Right; SHLDR=Shoulder; VL=Various Lanes
 3. Requests for scheduling must be submitted on this form to the Inspector listed on page 1 or 2 of your permit. If your inspector is not available, contact Permit Duty Station at (510) 286-4401, or email Permit_Duty_Engineer@dot.ca.gov or fax (510) 286-3960.
 4. All permitted work (with or without traffic control) is subject to advance scheduling on this form, seven (7) days in advance of the work week requested. Submittals and approvals must continue on a weekly basis.
 5. If work begins weekly on Sunday, the work week must be Sunday through Saturday. If work week begins on Monday, the work week must be Monday through Sunday.
 6. Incomplete, illegible, or inaccurate requests may be returned for correction. Assistance for completing the request may be obtained from the designated State Representative.
 7. Every attempt will be made to return timely requests with closure ID or work authorization numbers, to the Permittee by close of business on Thursday, prior to the scheduled work week. When deemed necessary to ensure public convenience, Caltrans may deny and/or reschedule the request.
 8. All requests must include a contingency plan for restoring public traffic (i.e. reopening of a closed lane, ramp and/or shoulder) in the event of (1) CHP or the local authority requires opening due to an unforeseeable incident in the nearby vicinity, or (2) permitted experiences an equipment breakdown, shortage of or lack of production materials or any other failure which would otherwise delay restoring public convenience within the time limits specified in the permit. The contingency plan must include availability of any proposed standby equipment and stockpiled materials that can be utilized for the immediate opening of closures when ordered by the State representative. Acceptance of the contingency plan by the Engineer must not relieve the Contractor from the requirement of opening the restricted travel way to accommodate public traffic as specified in the lane closure hour's section of the permit provisions.
 9. Caltrans will review and process the request by entering all information into the Statewide Lane Closure System (LCS). This process generates a work authorization number*. This number will be entered on the request form and returned to Permittee as approval to proceed AND will be used to "Real-Time Status" on a daily basis. Permittee must communicate with Caltrans 24-hour District 4 Communication Center (DCC) via telephone at (510) 286-6359 twice daily when working, or once daily if cancelled.
 - a. When work begins (1st cone down), Permittee must contact Caltrans DCC and relay: "(Closure ID #*) is 1097."
 - b. When work ends (last cone picked up), Permittee must contact Caltrans DCC and relay: "(Closure ID #*) is 1098."
 - c. If the work is cancelled on any scheduled day, Permittee must contact Caltrans DCC and relay: "(Closure ID #*) is 1022." A "10-22" (cancellation) can be phoned any time before the scheduled "10-97" time, but no later than 1 hour prior to scheduled "10-98" time.
 - d. During the work, any unexpected occurrences including delayed openings, accidents, etc., must be communicated to Caltrans DCC immediately.
- Avoid possible miscommunication when calling status. Use the **PHONETIC ALPHABET** to state your Closure ID:
A=Adam, B=Boy, C=Charles, D=David, E=Edward, F=Frank, G=George, H=Henry, I=Ida, J=John, K=King,
L=Lincoln, M=Mary, N=Nora, O=Ocean, P=Paul, Q=Queen, R=Robert, S=Sam, T=Tom, U=Union, V=Victor, W=William,
X=X-ray, Y=Yellow, Z=Zebra.
Example: P82CA="Paul 82 Charles Adam"
10. The intent of these procedures is to help ensure public convenience by identifying planned closures on the State Highway system, resolving potential conflicts, and disseminating all available "REAL-TIME" information via the traffic media to all motorists, including but not limited to the public, CHP, local police and sheriffs' office, and emergency fire and rescue personnel.

* "closure ID number" is the same as "work authorization number"

DEPARTMENT OF RESOURCE MANAGEMENT



**SOLANO
COUNTY**

www.solanocounty.com

Public Works – Engineering Services Division

November 27, 2019

**COUNTY OF SOLANO COUNTY
STATE OF CALIFORNIA**

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

CHERRY GLEN CULVERT REPLACEMENT PROJECT

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. The Caltrans Encroachment Permit fee on the Revised Bid Schedule on Attachment A has been revised to \$3,000.
2. The text "Subtotal" on page 11 and 12 of the Revised Bid Schedule has been deleted as shown on Attachment A.
3. On the Revised Bid Schedule on Attachment A:
 - a. Bid Item #3, "FLAGGING OVERTIME" total was changed as shown.
 - b. Bid Item #32, "EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)" quantity changed as shown.
 - c. Bid Item #33, "EROSION CONTROL HYDROMULCH AND HYDROSEED" quantity has changed as shown.
 - d. Bid Item #60, "EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)" quantity changed as shown.
 - e. Bid Item #61, "EROSION CONTROL HYDROMULCH AND HYDROSEED" quantity has changed as shown.
4. Page 63, Subsection 8-1.04 Start of Job Site Activities paragraph 2 has been amended to include:

No ground disturbing activities will be allowed prior to April 15, 2020 and at that time the County Biologist will survey the site and determine if the site is environmentally cleared. No work will be done until the site is environmentally cleared. After clearance the on-site

Biologist must be present for all channel work until Laguna Creek has been dry for thirty (30) days.

5. Page 77, Subsection 17-2.04 Payment has been amended to include:

No trees greater than 4" diameter at 4 feet above grade will be removed.

6. Page 77, Subsection 19-1.01 Channel Excavation has been amended to include:

The grading of the channel shall not extend beyond the bio-engineering fill limit.

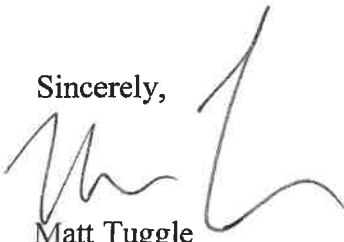
7. Page 91, Subsection 51-7.01 General has been amended to include:

The rat slab shall have #4 bars @ 18" O.C. E.W. at centerline.

8. Page 91, Subsection 72-1.01 General has been amended to include:

Bio Engineered Fill shall not extend beyond the limits of the RSP Rocks.

Sincerely,



Matt Tuggle
Engineering Manager

ADDENDUM 2 ATTACHMENT A

CHERRY GLEN CULVERT REPLACEMENT PROJECT REVISED BID SCHEDULE

Item No.	Description	Unit	Quantity	\$/Unit	Total
1	MOBILIZATION	LS	1		
2	FLAGGING STRAIGHT TIME(S) *	HR	64	\$ 53.37	\$ 3,415.68
3	FLAGGING OVERTIME *	HR	16	\$ 63.00	\$ 1,008.00
4	TRAFFIC CONTROL SYSTEM FOR ROAD CLOSURE	LS	1		
5	TYPE III BARRICADES	EA	6		
6	CONSTRUCTION AREA SIGNS	LS	1		
7	VARIABLE MESSAGE BOARDS	EA	2		
8	WATER POLLUTION CONTROL PLAN	LS	1		
9	ON-SITE ENVIRONMENTAL TRAINING	EA	40		
10	CONCRETE WASHOUT	EA	4		
11	CLEARING AND GRUBBING	LS	1		
12	ROADWAY EXCAVATION (F)	CY	1,062		
13	FINISH ROADWAY	LS	1		
14	HOT MIX ASPHALT (1/2" TYPE A)	TON	297		
15	HMA EDGE WIDENING (3/4" TYPE A)	SY	517		
16	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 22 (4 INCH - YELLOW)	LF	1,001		
17	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 27B (4 INCH - WHITE)	LF	2,002		
18	CHEVRON MARKINGS (8" THICK - WHITE)	LF	211		
19	UTILITY CONDUIT (SURFACE MOUNTED)	LF	36		
20	UTILITY CONDUIT (UNDERGROUND)	LF	239		
21	ENCROACHMENT PERMIT (CALTRANS)	EA	1	\$ 3,000.00	\$ 3,000.00
	CHERRY GLEN CULVERT 3120-1.40				
22	BARRIER RAIL (TYPE K)	LF	40		
23	IN-CHANNEL BYPASS SYSTEM W/OVERFLOW	LS	1		
24	SILT FENCE	LF	50		
25	FIBER ROLL	LF	100		
26	REMOVE AND DISPOSE CONCRETE CULVERT	LS	1		
27	REMOVE AND DISPOSE PCC PAVEMENT	CY	44		
28	STRUCTURAL EXCAVATION (F)	CY	94		
29	CHANNEL EXCAVATION (F)	CY	22		
30	STRUCTURAL BACKFILL (F)	CY	71		
31	EXPORT (F)	CY	37		

32	EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)	SY	189		
33	EROSION CONTROL HYDROMULCH AND HYDROSEED	SY	668		
34	CLASS 2 AGGREGATE BASE (3/4" MAX.)	CY	76		
35	STRUCTURE CONCRETE (HEADWALLS & WARPED WINGWALLS)	CY	32		
36	FURNISH PRECAST CONCRETE BOX CULVERT (F)	CY	35		
37	INSTALL PRECAST CONCRETE BOX CULVERT (F)	LF	32		
38	MINOR CONCRETE (6" RAT SLAB) (F)	CY	8		
39	BAR REINFORCING STEEL (F) (WINGWALL, RAT SLAB, WARPED WINGWALL)	LBS	3,214		
40	BIO ENGINEERED FILL	CY	37		
41	CULVERT MARKER	EA	2		
42	OBJECT MARKER (TYPE L1)	EA	2		
43	OBJECT MARKER (TYPE P)	EA	4		
44	REMOVE AND DISPOSE EXISTING GUARDRAIL	LF	56.25		
45	REMOVAL AND DISPOSAL OF TREATED WOOD WASTE	TONS	0.25		
46	STEEL POST (W6X9) W/BASE PLATE AND ANCHORS	EA	4		
47	MIDWEST GUARDRAIL SYSTEMS (MGS) (STEEL POSTS)	LF	75		
48	TERMINAL SYSTEM (TYPE SRT 31)	EA	2		
49	TERMINAL SYSTEM (TYPE SKT-MGS)	EA	2		
	CHERRY GLEN CULVERT 3120-1.50				
50	BARRIER RAIL (TYPE K)	LF	40		
51	IN-CHANNEL BYPASS SYSTEM W/OVERFLOW	LS	1		
52	SILT FENCE	LF	50		
53	FIBER ROLL	LF	100		
54	REMOVE AND DISPOSE PCC PAVEMENT	CY	44		
55	REMOVE AND DISPOSE CONCRETE CULVERT	LS	1		
56	STRUCTURAL EXCAVATION (F)	CY	106		
57	CHANNEL EXCAVATION (F)	CY	10		
58	STRUCTURAL BACKFILL (F)	CY	101		
59	EXPORT (F)	CY	13		
60	EROSION CONTROL (JUTE NETTING ECTC TYPE 3B)	SY	189		
61	EROSION CONTROL HYDROMULCH AND HYDROSEED	SY	668		
62	CLASS 2 AGGREGATE BASE (3/4" MAX.)	CY	76		
63	STRUCTURE CONCRETE (HEADWALLS & WINGWALLS)	CY	30		
64	FURNISH PRECAST CONCRETE BOX CULVERT (F)	CY	35		
65	INSTALL PRECAST CONCRETE BOX CULVERT (F)	LF	36		
66	MINOR CONCRETE (6" RAT SLAB) (F)	CY	9		
67	BAR REINFORCING STEEL (F) (WINGWALL, HEADWALL, RAT SLAB)	LBS	4,319		

68	BIO ENGINEERED FILL	CY	40		
69	CULVERT MARKER	EA	2		
70	OBJECT MARKER (TYPE L1)	EA	2		
71	OBJECT MARKER (TYPE P)	EA	4		
72	REMOVE AND DISPOSE EXISTING GUARDRAILS	LF	72		
73	REMOVAL AND DISPOSAL OF TREATED WOOD WASTE	TONS	0.32		
74	STEEL POST (W6X9) W/BASE PLATE AND ANCHORS	EA	4		
75	MIDWEST GUARDRAIL SYSTEMS (MGS) (STEEL POSTS)	LF	75		
76	TERMINAL SYSTEM (TYPE SRT 31)	EA	2		
77	TERMINAL SYSTEM (TYPE SKT-MGS)	EA	2		
				GRAND TOTAL	

*NOTE: Flagging shall 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.

** Section 9-1.06 “CHANGED QUANTITY PAYMENT ADJUSTMENTS”. Unit price adjustment resulting from a change of more than 25% does not apply to these items.

