

COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS
SPECIAL PROVISIONS
BID BOOK**

**Construction on
COUNTY ROADS
VARIOUS LOCATIONS
ROAD RECONSTRUCTION**

Contract No.

30000RC2015

Bid Opening Date:

April 16, 2015 at 10:00 a.m.

Approved and adopted by the Board of Supervisors

ORIGINAL SIGNED

Chairman of the Board of Supervisors

Date: March 24, 2015

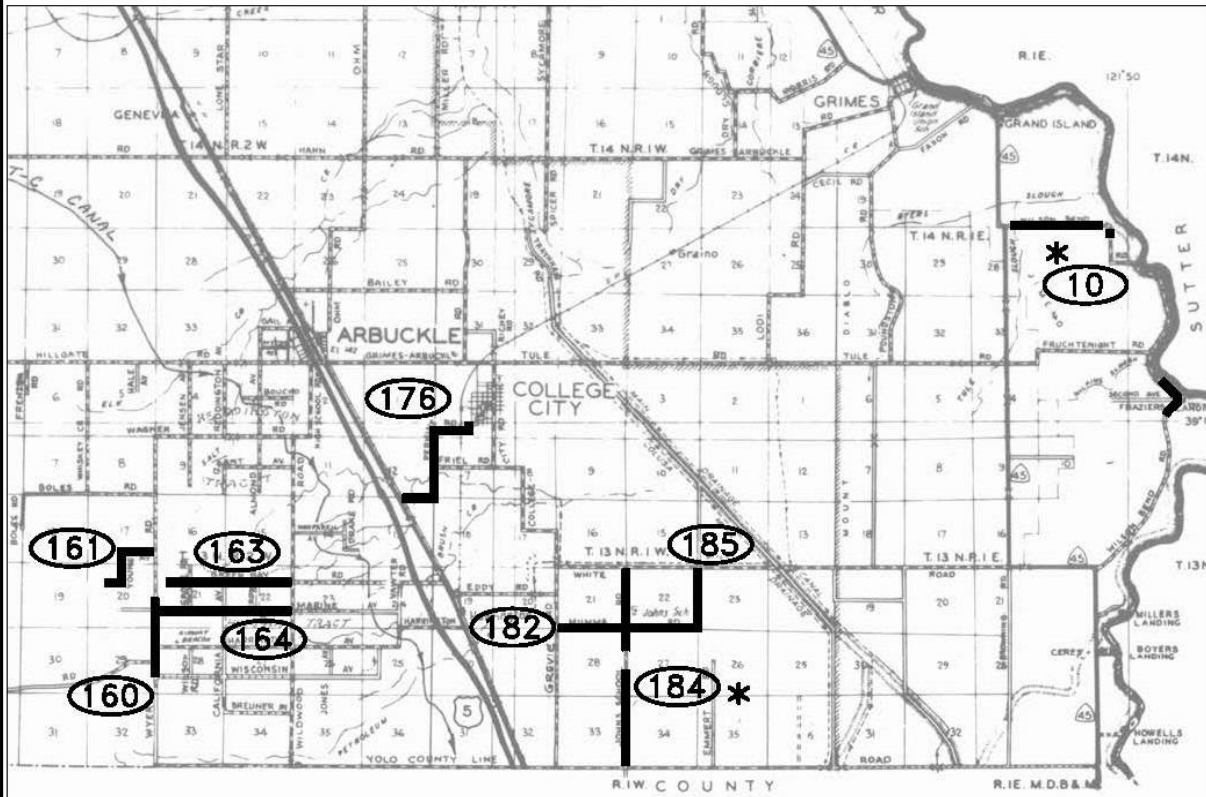
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- * 010 Wilson Bend Road; State Hwy 45 to State Hwy 45 - 2.3 Miles
- 160 Wyer Road; South of Salt Creek - 1.2 Miles
- 161 Young Avenue; Wyer Road to End of Road - 1.2 Miles
- 163 Green Bay Road; West of Wildwood Road - 1.9 Miles
- 164 Marine Avenue; West of Wildwood Road - 2.0 Miles
- 176 Perkins Road; Old Hwy 99w to 12th Street - 2.7 Miles
- 182 Mumma Road; West Road to Grevia Road - 2.0 Miles
- * 184 Johns School Road; County Line Road to White Road - 3.0 Miles
- 185 West Road; White Road to Mumma Road - 1.0 Mile

* Multiple Segments - See Road Summaries for More Details

COUNTY OF COLUSA

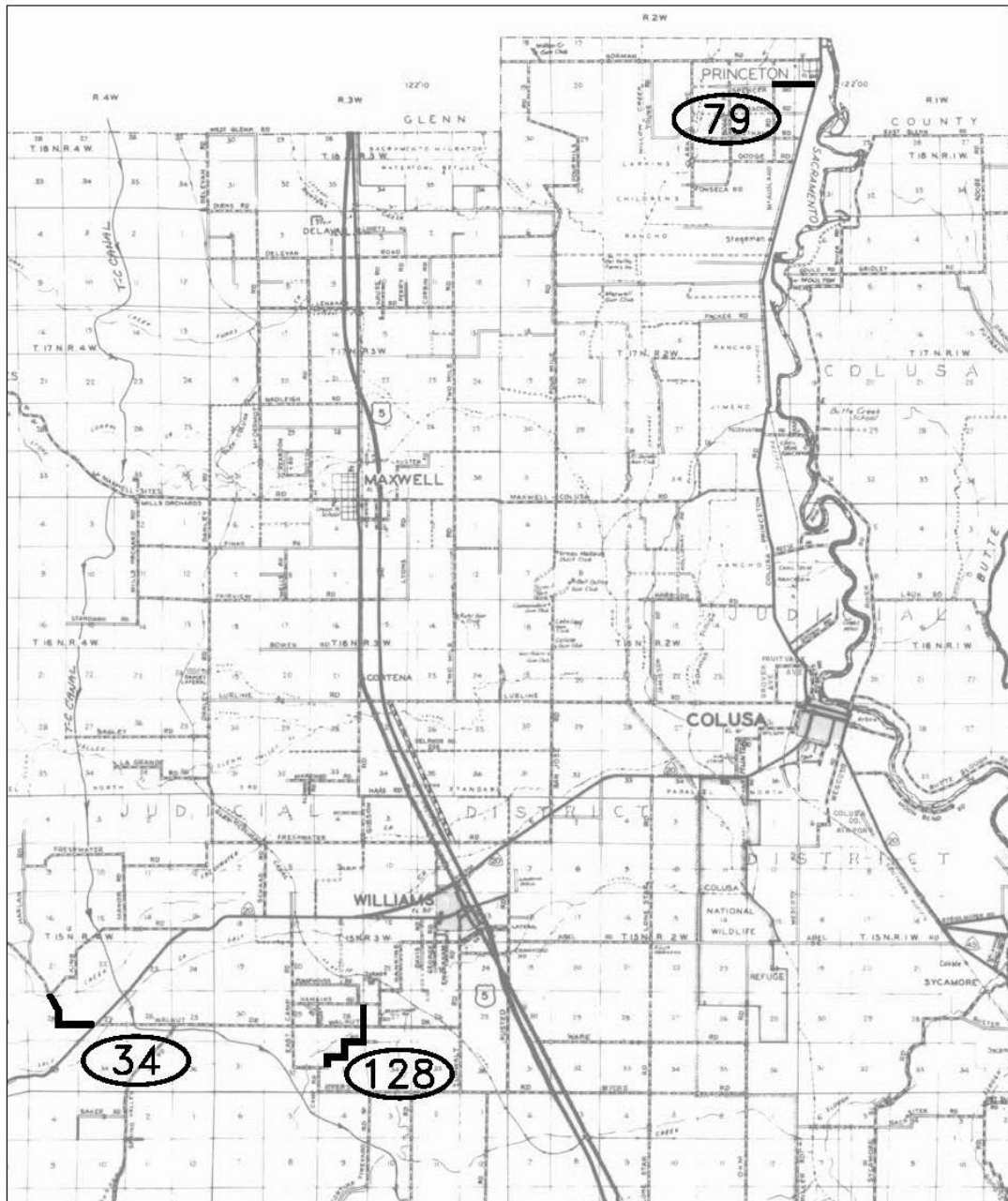
DEPARTMENT OF PUBLIC WORKS

LOCATION MAP - SOUTH
2015 - ROAD RECONSTRUCTION

Colusa County; Various Roads

SCALE = NONE

Dec. 11, 2014



- 34** Leesville Road; State Route 20 to Freshwater Creek – 1.3 Miles
- 79** Spencer Road; McAusland Road to State Route 45 – 1.0 Miles
- 128** Hill Road; East Camp Road to Hankins Road – 2.2 Miles

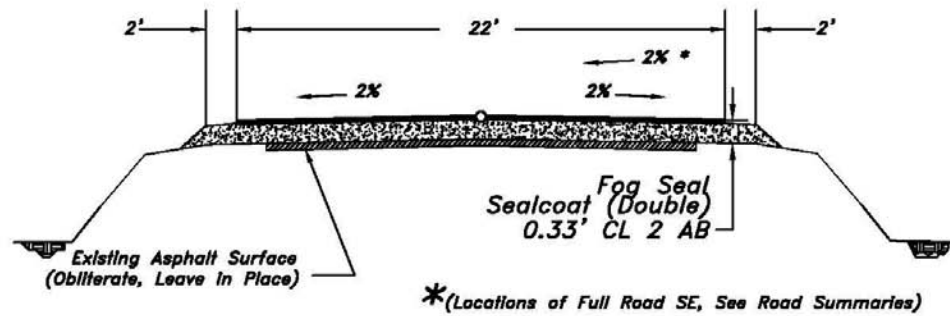
COUNTY OF COLUSA DEPARTMENT OF PUBLIC WORKS

**LOCATION MAP – NORTH
2015 ROAD RECONSTRUCTION**

Colusa County; Various Roads

SCALE = NONE

Dec. 11, 2014



TYPICAL RECONSTRUCTION SECTION

Not to Scale

- Wilson Bend Road; State Route 45 to State Route 45
- Leesville Road; State Route 20 to Freshwater Creek
- Spencer Road; McAusland Road to State Route 45
- Hill Road; East Camp Road to Hankins Road
- Young Avenue; Wyer Road to End of Road
- Green Bay Road; West of Wildwood Road
- Marine Avenue; West of Wildwood Road
- Wyer Road; South of Salt Creek
- Perkins Road; Old Hwy 99w to 12th Street
- Mumma Road; Grevie Road to West Road
- Johns School Road; County Line Road to White Road
- West Road; Mumma Road to White Road

ROAD REHABILITATION

COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

TYPICAL SECTIONS – 2015
Road Reconstruction Project

Colusa County; Various Roads

SCALE = NONE

December 12, 2014

WILSON BEND ROAD, COUNTY ROAD 10; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; North Bound North Bound

STATION	CONDITON	ACTION
0+00	Hwy 45 (South)	
142+40	BOP 1st Segment	Conform
165+40	2nd Avenue	
166+00	90° Turn/Curve	Full Road SE (R-L)
181+50	EOP 1st Segment	Conform
166+00	Fruchtenict Road	
336+00	BOP 2nd Segment	Conform
341+30	EOP 2nd Segment	Conform
342+75	90° Turn/Curve	
345+50	BOP 3rd Segment	Conform
423+00	EOP 3rd Segment	Conform @ Hwy 45 Approach
424+10	Hwy 45 (North)	

All the above information is approximate only; Contractor to verfiy in field
Re-establish all existing entrances and access locations to as good or better condtion
as prior to project

LEESVILLE ROAD, COUNTY ROAD 34; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; West & Northbound West/North Bound

STATION	CONDITON	ACTION
0+00	Hwy 20	
1+80	BOP	Beg AB Prep and Surface Treatment
34+40	45° Turn	Full Road SE (L-R)
47+50	12" x 40' CMP	Replace with 18"x40' CMP (Same Location & Grade)
53+30	18" x 22' CMP	Replace with 24"x40' CMP (Same Location & Grade)
62+30	6'x2' RCB w/hw's	Replace with 71"x47"x40' CMPA (Same Location & Grade)
68+60	Beg. Bridge	End AB Prep and Surface Treatment
72+00	King Road	

All the above information is approximate only; Contractor to verify in field
Re-establish all existing entrances and access locations to as good or better condition as prior to project
See Additional Sheet showing Leesville Road Culvert Replacements

SPENCER ROAD, COUNTY ROAD 79; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; Southbound South Bound

STATION	CONDITON	ACTION
0+00	HWY 45	
0+15	BOP	Conform
0+80	5X5 RCB	No Action
11+00	Argo Road	
28+80	Old RR Grade	Conform Profile - Rails still in Place
55+00	EOP	Conform - End Surface Treatment
55+20	McAusland Road	

All the above information is approximate only; Contractor to verfiy in field
Re-establish all existing entrances and access locations to as good or better condtion
as prior to project

HILL ROAD, COUNTY ROAD 128; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; South Bound/West Bound South/West Bound

STATION	CONDITON	ACTION
0+00	Hankins Road	
0+30	36"x40' CMP	No Action
0+40	BOP 1st Segment	Conform
25+00	EOP 1st Segment	Conform
25+30	Walnut Drive	
25+60	BOP 2nd Segment	Conform
25+75	12"x40' CMP	No Action
31+30	36"x60' SP	No Action
39+00	90° Turn	Full Road SE (L-R)
46+90	48" CMPA	No Action
53+60	44" CMPA	No Action
65+40	36" CMP	No Action
76+50	90° Turn	Full Road SE (R-L)
92+60	90° Turn	Full Road SE (L-R)
112+30	Irr Delivery	No Action
119+50	18"x100' CMP	No Action
119+70	90° Turn	Full Road SE (R-L)
129+20	EOP	Conform
129+35	East Camp Road	

All the above information is approximate only; Contractor to verify in field
Re-establish all existing entrances and access locations to as good or better condtion
as prior to project

WYER ROAD, COUNTY ROAD 160; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; Southbound South Bound

STATION	CONDITON	ACTION
0+00	s/end low water xing	For Reference Only
1+70	BOP	Conform
7+40	Marine Ave	
24+50		Beg Full Road SE (R-L)
31+50		End Full Road SE (R-L)
34+15	Harrington Ave	
47+60	Sills Road	
50+00		Beg Full Road SE (R-L)
56+00		End Full Road SE (R-L)
61+04	EOP	Conform
61+40	Wisconsin Ave	

All the above information is approximate only; Contractor to verfiy in field
 Re-establish all existing entrances and access locations to as good or better condtion
 as prior to project

YOUNG AVENUE, COUNTY ROAD 161; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; West & Southbound West/South Bound

STATION	CONDITON	ACTION
0+00	Wyer Road	
0+12	BOP	Conform
0+20	18" CMP	No Action
26+25	90° Turn	Full Road SE (R-L)
47+90	36"x24' CMP w/hw's	Replace with 36"x50' CMP (Same Location & Grade)
50+50	90° Turn	Full Road SE (L-R)
62+50	EOP	Conform

All the above information is approximate only; Contractor to verfiy in field
 Re-establish all existing entrances and access locations to as good or better condtion
 as prior to project

GREENBAY ROAD, COUNTY ROAD 163; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; West Bound West Bound

STATION	CONDITON	ACTION
0+00	Wildwood Road	
0+12	BOP	Conform
0+40 4+50		Beg Full Road SE (L-R) End Full Road SE (L-R)
10+50 15+70		Beg Full Road SE (L-R) End Full Road SE (L-R)
20+80	30"x22' CMP w/hw	Replace with 30"x50' CMP (Same Location & Grade)
22+70 33+80		Beg Full Road SE (L-R) End Full Road SE (L-R)
40+50 43+60		Beg Full Road SE (L-R) End Full Road SE (L-R)
46+00	48"x40' CMP	No Action
52+60	Calif. Ave	
52+90 57+50		Beg Full Road SE (L-R) End Full Road SE (L-R)
65+00 67+70		Beg Full Road SE (L-R) End Full Road SE (L-R)
68+80	30"x30' CMP	Replace with 30"x50' CMP (Same Location & Grade)
74+70 76+00		Beg Full Road SE (L-R) End Full Road SE (L-R)
78+60	Ligget Road	(End Obliterate Surface)
98+40	EOP - End of Road	

All the above information is approximate only; Contractor to verify in field
Re-establish all existing entrances and access locations to as good or better condition
as prior to project

MARINE AVENUE, COUNTY ROAD 164; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; East Bound East Bound

STATION	CONDITON	ACTION
0+00	BOP Wyer Road	Conform
0+40		Beg Full Road SE (R-L)
1+80		End Full Road SE (R-L)
8+60	36"x50' CMP	No Action
10+70		Beg Full Road SE (R-L)
11+90		End Full Road SE (R-L)
14+90		Beg Full Road SE (R-L)
16+00		End Full Road SE (R-L)
18+30		Beg Full Road SE (R-L)
19+60		End Full Road SE (R-L)
24+30		Beg Full Road SE (R-L)
25+50		End Full Road SE (R-L)
25+90	Ligget Road	
29+10		Beg Full Road SE (R-L)
31+50		End Full Road SE (R-L)
35+70		Beg Full Road SE (R-L)
37+70		End Full Road SE (R-L)
41+60		Beg Full Road SE (L-R)
42+80		End Full Road SE (L-R)
52+10	Cross Road	
53+70	12"x24' CMP	Replace with 15"x30' CMP (Same Location & Grade)
61+10		Beg Full Road SE (R-L)
62+40		End Full Road SE (R-L)
69+10		Beg Full Road SE (L-R)
71+90		End Full Road SE (L-R)
74+00	12"x30' CMP	No Action
84+80		Beg Full Road SE (R-L)
90+10		End Full Road SE (R-L)
104+48	EOP	Conform
104+60	Wildwood Road	

All the above information is approximate only; Contractor to verify in field
 Re-establish all existing entrances and access locations to as good or better condition
 as prior to project

PERKINS ROAD, COUNTY ROAD 176; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; East Bound/North Bound
East/North Bound

STATION	CONDITON	ACTION
0+00	Old Hwy 99w	
1+10	BOP East RR ROW	Conform
6+60	15'x40' CMP	No Action
31+80	90° Turn	Full Road SE (R-L)
44+00	Large CMPA	No Action
58+10	Freil Road	
89+00	90° Turn	Full Road SE (L-R)
105+00	15'x30' CMP	Replace with 18'x40' CMP (Same Location & Grade)
116+70	90° Turn	Full Road SE (R-L)
121+20	90° Turn	Full Road SE (L-R)
129+50	EOP	Conform
129+70	Jackson Street	
133+20	College Street	
136+80	Market Street	
140+15	College City Road	

All the above information is approximate only; Contractor to verify in field
Re-establish all existing entrances and access locations to as good or better condtion
as prior to project

MUMMA ROAD, COUNTY ROAD 182; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; East Bound East Bound

STATION	CONDITON	ACTION
0+00	West Road	Cont. Construction
13+10	12"x40' CMP	Replace w/15"x40' CMP; Same location and grade
18+40	12"x30' CMP	No Action
20+30	12"x30' CMP	No Action
41+50	12"x22' CMP	Replace w/15"x40' CMP; Same location and grade
53+60	John School Road	
63+80	18"x40' CMPA	No Action
70+90	24"x40' CMP	Replace w/24"x40' CMP; Same location and grade
80+10	24"x50' CMP	No Action
106+40	48"x50' CMPA	No Action
106+55	EOP	Conform
106+70	Greive Road	

All the above information is approximate only; Contractor to verfiy in field
 Re-establish all existing entrances and access locations to as good or better condtion
 as prior to project

JOHN SCHOOL ROAD, COUNTY ROAD 184; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; North Bound North Bound

STATION	CONDITON	ACTION
0+00	Yolo County Line Road	
0+12	BOP 1st Segment	Conform
0+20	42'x50' CMPA w/hw's	No Action
6+30		Beg Full Road SE (L-R)
13+20		End Full Road SE (L-R)
22+50		Beg Full Road SE (L-R)
29+80		End Full Road SE (L-R)
70+80	EOP 1st Segment	Conform
81+15	24'x40' CMP	
86+20	BOP 2nd Segment	Conform
105+40		Beg Full Road SE (L-R)
106+10	Mumma Road	
108+10		End Full Road SE (L-R)
158+80	EOP 2nd Segment	Conform
159+30	White Road	

All the above information is approximate only; Contractor to verfiy in field
 Re-establish all existing entrances and access locations to as good or better condtion
 as prior to project

WEST ROAD, COUNTY ROAD 185; 2015 REHABILITATION

Roadway Rehabilitation Tabulation; Southbound South Bound

STATION	CONDITON	ACTION
0+00	White Road	
0+20	BOP	Conform
0+25	DbI CMPA	No Action
53+20	Mumma Road	Cont. Construction

All the above information is approximate only; Contractor to verify in field
Re-establish all existing entrances and access locations to as good or better condition
as prior to project

Culvert Items to be by Linear Feet and to include all costs for materials, labor, equipment, etc. necessary for the installation of the culvert with complete roadway restoration



	REVISIONS	BY	APP'D	COUNTY OF COLUSA State of California			DEPARTMENT OF PUBLIC WORKS				SHEET
				LEESVILLE ROAD 2015 PROJECT Replace Culverts; Postmiles 0.90, 1.01, & 1.18			5				
CONTRACT NO. 3000RC2015				DATE	RTS	DATE	NAME	NAME	NAME	NAME	
				10/27/2014			S. Langlois	D. Prida	A. Jaramila	S. Langlois	

**CALL 48 HOURS
PRIOR TO DIGGING
1-800-227-2600**



DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. 30000RC2015

Sealed bids for the work shown on the plans entitled:

COUNTY OF COLUSA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

Construction on
COUNTY ROADS
VARIOUS LOCATIONS
ROAD RECONSTRUCTION

will be received in the Colusa County Historic Courthouse in the Office of the Clerk of the Board of Supervisors, of the County of Colusa, 547 Market Street, Suite 102 Colusa, California 95932 until 10:00 a.m. on April 16, 2015 at which time they will be publicly opened and read in the Board of Supervisors Chambers also located in the Historic Courthouse.

Bid forms for this work are included in this Bid Book and are entitled:

COUNTY OF COLUSA;
DEPARTMENT OF PUBLIC WORKS
BID FOR

Construction on
COUNTY ROADS
VARIOUS LOCATIONS
SEAL-COAT SURFACING
ROAD RECONSTRUCTION

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Project Specifications, Plans and Bids

Generally, the work described in this Bid Book is for construction on County roads at various locations involving road reconstruction and seal-coat surfacing ("Project"). Bids are required for the entire work described in this Bid Book. Bids shall be made in accordance with the 2010 edition of the California Department of Transportation Standard Specifications ("Standard Specifications") and their 2010 edition of Standard Plans, both available from the California Department of Transportation, www.dot.ca.gov.

The successful bidder and ultimate contractor ("Contractor") shall possess either a Class A license or a combination of Class C licenses required by the categories and types of work included for the Project when the contract is awarded.

Bid packages are available on the County of Colusa's website located at www.countyofcolusa.org. Plan holder information is required by contractors in order to download the bid packages. Plans and specifications may be obtained for a NONREFUNDABLE FEE of \$ 35.00 per set at the office of the Director of Public Works, 1215 Market Street, Colusa, California, 95932.

Technical questions should be directed to the Office of the Director of Public Works, County of Colusa, California, telephone (530) 458-0466.

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

Prevailing Wage Requirements

The work to be done for the Project is subject to prevailing wage rates. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Colusa address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

No contractor or subcontractor is qualified to bid on, be listed in a bid proposal, or ultimately awarded a contract for the Project, unless they are registered with the California Department of Industrial Relations ("DIR") pursuant to California Labor Code section 1725.5. Bidders that are not so registered will automatically be disqualified from bidding this Project.

Pursuant to California Labor Code section 1775, any contractor or subcontractor who pays any employee less than prevailing wage shall forfeit as a penalty not more than \$200.00 per calendar day, or a portion thereof, per employee for each employee paid less than prevailing wage.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., pacific standard time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

ATTEST: Robert J. Muszar, Clerk of the
Board of Supervisors

COUNTY OF COLUSA

By, _____ Deputy

Mark D. Marshall, Chair
Board of Supervisors,
County of Colusa

ENGINEER'S ESTIMATE
Construction on
COUNTY ROADS
VARIOUS LOCATIONS
ROAD RECONSTRUCTION

Wilson Bend Road; Road No. 10 (2.3 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
1-10	MOBILIZATION	LS	1
2-10	SIGNS AND TRAFFIC CONTROL	LS	1
3-10	OBLITERATE SURFACE (F)	SY	24,388
4-10	CLASS 2 AB	TON	7,847
5-10	SEALCOAT-DOUBLE	SY	29,808
6-10	FOG SEAL	SY	29,808
7-10	TRAFFIC MARKINGS DETAIL 1 (S)	LF	8,700
8-10	TRAFFIC MARKINGS DETAIL 15 (S)	LF	2,640
9-10	TRAFFIC MARKINGS DETAIL 21 (S)	LF	1,300

Leesville Road; Road No. 34 (State Hwy 20 to Freshwater Creek; 1.3 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
10-34	MOBILIZATION	LS	1
11-34	SIGNS AND TRAFFIC CONTROL	LS	1
12-34	REMOVE CULVERT	EA	2
13-34	REMOVE RCB	EA	1
14-34	CULVERT 18"	LF	40
15-34	CULVERT 24"	LF	40
16-34	CULVERT 71"X47" CMPA	LF	40
17-34	AB SURFACE PREP	LS	1
18-34	SEAL COAT-DOUBLE	SY	16,867
19-34	FOG SEAL	SY	16,867
20-34	TRAFFIC MARKINGS DETAIL 1 (S)	LF	4,500
21-34	TRAFFIC MARKINGS DETAIL 15 (S)	LF	2,200
22-34	TRAFFIC MARKINGS DETAIL 21 (S)	LF	300
23-34	PAVEMENT MARKINGS-WHITE (S)	SF	53

Spencer Road; Road No. 79 (McAusland Road to State Hwy 45; 1.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
24-79	MOBILIZATION	LS	1
25-79	SIGNS AND TRAFFIC CONTROL	LS	1
26-79	OBLITERATE SURFACE (F)	SY	11,100
27-79	CLASS 2 AB	TON	3,571
28-79	SEAL COAT (DOUBLE)	SY	13,567
29-79	FOG SEAL	SY	13,567
30-79	TRAFFIC MARKINGS DETAIL 1 (S)	LF	3,595
31-79	TRAFFIC MARKINGS DETAIL 15 (S)	LF	714
32-79	TRAFFIC MARKINGS DETAIL 21 (S)	LF	1,150
33-79	PAVEMENT MARKINGS-WHITE (S)	SF	53

Hill Road; Road No. 128 (East Camp Road to Hankins Road; 2.3 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
34-128	MOBILIZATION	LS	1
35-128	SIGNS AND TRAFFIC CONTROL	LS	1
36-128	OBLITERATE SURFACE (F)	SY	25,700
37-128	CLASS 2 AB	TON	8,269
38-128	SEALCOAT-DOUBLE	SY	31,411
39-128	FOG SEAL	SY	31,411
40-128	TRAFFIC MARKINGS DETAIL 1 (S)	LF	7,335
41-128	TRAFFIC MARKINGS DETAIL 15 (S)	LF	4,200
42-128	TRAFFIC MARKINGS DETAIL 22 (S)	LF	1,200
43-128	PAVEMENT MARKINGS WHITE (S)	SF	274

Wyer Road; Road No. 160 (South of Salt Creek; 1.2 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
44-160	MOBILIZATION	LS	1
45-160	SIGNS AND TRAFFIC CONTROL	LS	1
46-160	OBLITERATE SURFACE (F)	SY	12,274
47-160	CLASS 2 AB	TON	3,950
48-160	SEALCOAT-DOUBLE	SY	15,002
49-160	FOG SEAL	SY	15,002
50-160	TRAFFIC MARKINGS DETAIL 1 (S)	LF	2,062
51-160	TRAFFIC MARKINGS DETAIL 15 (S)	LF	3,825
52-160	TRAFFIC MARKINGS DETAIL 22 (S)	LF	175

Young Road; Road No. 161 (Wyer Road to End of Road; 1.2 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
53-161	MOBILIZATION	LS	1
54-161	SIGNS AND TRAFFIC CONTROL	LS	1
55-161	REMOVE CULVERT	EA	1
56-161	CULVERT 36"	LF	50
57-161	OBLITERATE SURFACE (F)	SY	12,490
58-161	CLASS 2 AB	TON	4,019
59-161	SEAL COAT-DOUBLE	SY	15,266
60-161	FOG SEAL	SY	15,266
61-161	TRAFFIC MARKINGS DETAIL 1 (S)	LF	3,509
62-161	TRAFFIC MARKINGS DETAIL 15 (S)	LF	2,100
63-161	TRAFFIC MARKINGS DETAIL 21 (S)	LF	600
64-161	PAVEMENT MARKINGS-WHITE (S)	SF	42

Greenbay Road; Road No. 163 (West of Wildwood Road; 1.9 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
65-163	MOBILIZATION	LS	1
66-163	SIGNS AND TRAFFIC CONTROL	LS	1
67-163	REMOVE CULVERT	EA	2
68-163	CULVERT 30" CMP	LF	100
69-163	OBLITERATE SURFACE (F)	SY	5,880
70-163	CLASS 2 AB	TON	6,332
71-163	SEAL COAT (DOUBLE)	SY	24,053

72-163	FOG SEAL	SY	24,053
73-163	TRAFFIC MARKINGS DETAIL 1 (S)	LF	5,765
74-163	TRAFFIC MARKINGS DETAIL 15 (S)	LF	3,800
75-163	TRAFFIC MARKINGS DETAIL 21 (S)	LF	200
76-163	PAVEMENT MARKINGS-WHITE (S)	SF	42

Marine Avenue; Road No.164 (West of Wildwood Road; 2.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
77-164	MOBILIZATION	LS	1
78-164	SIGNS AND TRAFFIC CONTROL	LS	1
79-164	REMOVE CULVERT	EA	1
80-164	CULVERT 15" CMP	LF	30
81-164	OBLITERATE SURFACE (F)	SY	20,920
82-164	CLASS 2 AB	TON	6,731
83-164	SEALCOAT-DOUBLE	SY	25,569
84-164	FOG SEAL	SY	25,569
85-164	TRAFFIC MARKINGS DETAIL 1 (S)	LF	7,425
86-164	TRAFFIC MARKINGS DETAIL 15 (S)	LF	2,800
87-164	TRAFFIC MARKINGS DETAIL 22 (S)	LF	200
88-164	PAVEMENT MARKINGS-WHITE (S)	SF	84

Perkins Road; Road No. 176 (Twelfth Street to Old Highway 99 West; 2.4 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
89-176	MOBILIZATION	LS	1
90-176	SIGNS AND TRAFFIC CONTROL	LS	1
91-176	REMOVE CULVERT	EA	1
92-176	CULVERT 18"	LF	40
93-176	OBLITERATE SURFACE (F)	SY	25,936
94-176	CLASS 2 AB	TON	8,345
95-176	SEAL COAT-DOUBLE	SY	31,700
96-176	FOG SEAL	SY	31,700
97-176	TRAFFIC MARKINGS DETAIL 1 (S)	LF	8,433
98-176	TRAFFIC MARKINGS DETAIL 15 (S)	LF	3,625
99-176	TRAFFIC MARKINGS DETAIL 21 (S)	LF	850
100-176	PAVEMENT MARKINGS-WHITE (S)	SF	253

Mumma Road; No. 182 (Greive Road to West Road; 2.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
101-182	MOBILIZATION	LS	1
102-182	SIGNS AND TRAFFIC CONTROL	LS	1
103-182	REMOVE CULVERT	EA	3
104-182	CULVERT 15"	LF	80
105-182	CULVERT 24"	LF	40
106-182	OBLITERATE SURFACE (F)	SY	21,336
107-182	CLASS 2 AB	TON	6,865
108-182	SEAL COAT-DOUBLE	SY	26,077
109-182	FOG SEAL	SY	26,077
110-182	TRAFFIC MARKINGS DETAIL 1 (S)	LF	8,700
111-182	TRAFFIC MARKINGS DETAIL 15 (S)	LF	1,725
112-182	TRAFFIC MARKINGS DETAIL 21 (S)	LF	200
113-182	PAVEMENT MARKINGS-WHITE (S)	SF	285

Johns School Road; Road No. 184 (County Line Road to White Road; 3.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
114-184	MOBILIZATION	LS	1
115-184	SIGNS AND TRAFFIC CONTROL	LS	1
116-184	OBLITERATE SURFACE (F)	SY	28,800
117-184	CLASS 2 AB	TON	9,266
118-184	SEALCOAT-DOUBLE	SY	35,200
119-184	FOG SEAL	SY	35,200
120-184	TRAFFIC MARKINGS DETAIL 1 (S)	LF	12,911
121-184	TRAFFIC MARKINGS DETAIL 15 (S)	LF	2,724
122-184	TRAFFIC MARKINGS DETAIL 22 (S)	LF	200
123-184	PAVEMENT MARKINGS WHITE (S)	SF	190

West Road; Road No. 185 (Mumma Road to White Road; 1.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY
124-185	MOBILIZATION	LS	1
125-185	SIGNS AND TRAFFIC CONTROL	LS	1
126-185	OBLITERATE SURFACE (F)	SY	10,642
127-185	CLASS 2 AB	TON	3,424
128-185	SEALCOAT-DOUBLE	SY	13,007
129-185	FOG SEAL	SY	13,007
130-185	TRAFFIC MARKINGS DETAIL 1 (S)	LF	4,385
131-185	TRAFFIC MARKINGS DETAIL 15 (S)	LF	725
132-185	TRAFFIC MARKINGS DETAIL 22 (S)	LF	200
133-185	PAVEMENT MARKINGS WHITE (S)	SF	42

Terms and Definitions

Department of Transportation: Board of Supervisors of the County of Colusa, State of California.

Engineer: County Engineer of the County of Colusa, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract.

State: The County of Colusa.

Transportation Building: County Courthouse, County of Colusa, State of California.

State Highway Engineer: The County Engineer of the County of Colusa, State of California.

Standard Specifications: The 2010 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the

County or its corresponding agency, office, or officer acting under this contract.

Standard Plans: The 2010 edition of the Standard Plans published by the California Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the County or its corresponding agency, office, or officer acting under this contract.

COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

SECTION 1 SPECIFICATIONS AND PLANS

The Project shall be done in accordance with the 2010 edition of the California Department of Transportation Standard Specifications ("Standard Specifications") and their 2010 edition of Standard Plans ("Plans") to the extent they may apply to the Project and these Special Provisions.

In any case of a conflict between the Standard Specifications, or Plans, and any special provisions or other information provided in the Bid Book, the special provisions and information in this Bid Book shall take precedence over and be used in lieu of the conflicting provisions in the Standard Specifications and Plans.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor Lists," of the Standard Specifications, each bid shall list the portion of work that will be done by each named subcontractor. A sheet for listing the subcontractors is included in the bid materials.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the bid materials.

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

The contractor, 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 title 49, part 26 of the United States Code of Federal Regulations in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these

requirements would be a material breach of any contract between the County and Contractor. Each subcontract signed by the bidder must include this assurance.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of a contract to a successful bidder.

The award of a contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

3-1.01 BONDS.--Contractor shall provide at the time of the execution of the contract for work, and at its 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 the contract. Contractor shall also provide, at the time of the execution of the contract for the work, and at its own expense, a separate surety bond in an amount equal to at least fifty percent (50%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Sureties on each of said bonds shall be satisfactory to the County Counsel.

3-1.02 PERFORMANCE REFERENCES.--Contractor shall provide with the bid documents on the provided form, a list of the last three public works projects that Contractor has performed. If Contractor has performed less than three public works projects prior to this bid, Contractor shall list all the non-public works projects exceeding \$20,000 in cost performed within the last year.

Investigation using this or other information by the County leading to information pertaining to past poor performance, inexperience with type of work, and/or false or omitted information on form may constitute reasons for rejection of the bid. The County of Colusa reserves the right to reject any or all bids. Evaluation of the references or information from other sources shall be the sole and final determination of the County of Colusa.

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

Attention is directed to the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.14, "Contract Termination," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

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 Public Works for the purpose of discussing with the Contractor the scope of work, Contract Drawings, Specifications, existing conditions, material 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 sub-contractors.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by County of Colusa.

This work shall be diligently prosecuted to completion before the expiration of 90 WORKING DAYS beginning on the fifteenth calendar day after the Notice to Proceed has been issued by County of Colusa.

The Contractor shall pay to the County of Colusa the sum of \$ 3,000.00 per day, for every calendar days delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PREVAILING WAGE

Contractor and any subcontractors shall pay prevailing wage rates to their respective employees for work done for the Project. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Colusa address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor and any subcontractors shall register with the California Department of Industrial Relations ("DIR") pursuant to California Labor Code section 1725.5.

Contractor and any subcontractors shall keep accurate payroll records, and shall forward the records to the California Labor Commission in accordance with California Labor Code section 1771.4. Additionally, Contractor or any subcontractors shall provide any such records to the County or the Division of Labor Standards Enforcement of the California Labor Commissioner within 10 days of any request, in accordance with Labor Code section 1776. Failure to do so will result in a penalty forfeiture of \$100 per calendar day, or portion thereof, for each worker.

Pursuant to California Labor Code section 1775, any contractor or subcontractor who pays any employee less than prevailing wage shall forfeit as a penalty not more than \$200.00 per calendar day, or a portion thereof, per employee for each employee paid less than prevailing wage.

5-1.03 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

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:

- A. Excavations.—The near edge of the excavation is 3.6 m (12 ft) or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m (1 ft) deep.

3. Trenches less than 0.3-m (1 ft) wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m (1 ft) in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a 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.
- C. Storage Areas.—Material or equipment is stored within 3.7 m (12 ft) 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 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m (15 ft) 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 0.3-m (1 ft) transversely to 3 m (9.8 ft) longitudinally with respect to the edge of the traffic lane. If the 4.6-m (15 ft) 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.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

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) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m (6 ft) of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m (2 ft) of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by 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 3 m (9 ft) without written approval from the Engineer.

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

spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

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

Full compensation for conforming to the provisions 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.

5-1.04 BUY AMERICA REQUIREMENTS -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.05 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing. In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications.

5-1.06 SUBCONTRACTOR RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall show the date of payment and the total dollar figure paid to all of these firms.

Upon completion of the contract, a summary of these records shall be prepared on "First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to

the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

5-1.07 SUBCONTRACTING

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions.

This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.08 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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, sanction 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.

5-1.09 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that 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 this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime 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 prime contractors and subcontractors.

5-1.10 PAYMENTS -- Attention is directed to Section 9, "Payment" of the Standard Specifications and these special provisions.

5-1.11 SURFACE MINING AND RECLAMATION ACT.--Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975. The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

5-1.12 MANUAL OF TRAFFIC CONTROLS.--Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is amended to read: Manual of Traffic Controls.--The Department of Transportation publication entitled "MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

5-1.13 AREAS FOR CONTRACTOR'S USE.--Attention is directed to the requirements specified in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

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.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property which he occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 4-1.13, "Cleanup," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans outside the contract limits.

5-1.14 AIR POLLUTION CONTROL.--Air pollution control shall conform to the provisions in Section 14-9, "Air Quality," of the Standard Specifications and these special provisions.

Material to be disposed of shall not be burned unless the Contractor has obtained a permit to burn combustible material resulting from clearing and grubbing operations from an air pollution control officer of the local or regional authority. A copy of the permit shall be filed with the Engineer before beginning any burning. All such burning shall be conducted in strict conformance with the provisions stipulated in said permit and at such times and in such manner as to prevent the fire from spreading to areas adjoining the right-of-way.

5-1.15 SOUND CONTROL REQUIREMENTS.--Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 50 feet. 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.

5-1.16 WATER CONSERVATION --Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

Concrete slope protection, concreted-rock slope protection, minor structures, and miscellaneous concrete construction shall not be cured by using water. The water cure for bridge decks shall be accomplished with the use of a moisture retaining medium as described in Section 90-1.03B(2), "Water Method," of the Standard Specifications.

5-1.17 PROJECT APPEARANCE --The Contractor shall maintain a neat appearance to the work.

In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 6. (BLANK)

SECTION 7. INSURANCE REQUIREMENTS

(A) Worker's Compensation:

Contractor will comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work of this Agreement.

(B) Contractor's Liability Insurance:

During the term of this Agreement, Contractor shall maintain either the following insurance or the insurance requirements conforming to the provisions in Section 7, "Existing Highway Facilities", of the Standard Specifications whichever is greater at contractors sole cost.

- (1) Comprehensive general liability insurance or commercial general liability insurance. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from Contractor's performance or failure to perform under this Agreement and shall have the following minimum policy limits: For bodily injury, \$500,000 for each person and \$1,000,000 for each occurrence; for property damage, \$50,000 for each occurrence. In addition, the insurance shall:
 - (a) Include broad-form contractual liability insurance coverage insuring Contractor's indemnity obligations under Section 7 of this Agreement;
 - (b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and
 - (c) Name County and its officers, employees, and agents as insured and provides that such insured coverage is primary to any insured.
- (2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of \$500,000 for each occurrence and \$1,000,000 aggregate. The insurance shall name County and its officers, employees, and agents as insured and provide that such insured coverage is primary to any insured.

All policies shall be issued by insurers acceptable to County and licensed to transact business in California. In addition, each policy shall obligate the insurer to give County thirty-days advance written notice of cancellation or material modification. No later than the date this Agreement commences, Contractor shall furnish County with insurance policy, to County's satisfaction, that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Contractor shall provide County with copies of such policies, including copies of any endorsements. This section shall not limit Contractor's obligation under Section 7.

SECTION 8. MATERIALS

SECTION 8-1. GENERAL

8-1.00 MEASUREMENT OF QUANTITIES.--Attention is directed to the provisions in Section 9, "Payment," of the Standard Specifications and these special provisions.

Within the limits of the project or at the plant site, the Contractor shall provide a vehicle platform scale of sufficient weighing capacity to check full production sized batches from all proportioning scales to be used in producing materials for the project. Such vehicle platform scale shall conform to the provisions in said Section 9-1.02B.

Full compensation for furnishing and operating the vehicle platform scale required to check proportioning scales shall be considered to be included in the contract prices paid for the various contract items of work requiring the proportioning scales and no separate payment will be made therefore.

8-1.01 AGGREGATES.--Attention is directed to all references of aggregates within the Standard Specifications.

The coarse aggregate (material retained by the 4 Sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

If the results of either or all the Sand Equivalent, aggregate grading or crushed particle tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the material may be continued for the remainder of the day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or all the aggregate grading, Sand Equivalent, or crushed particle tests do not meet the requirements specified for "Contract Compliance," the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, said material may remain in place and the Contractor shall pay to the County the following amounts for all such material left in place:

Item	Adjustment
Aggregate Subbase	\$6.00/CY
Aggregate Base	\$4.00/Ton
Cement Treated Base	\$6.00/CY
Lean Concrete Base	\$6.00/CY
Asphalt Concrete	\$6.50/Ton

The Department may deduct such amounts from any moneys due, or that may become due, the Contractor under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliance" requirements, only one adjustment shall apply.

When a subbase or base material is to be measured by the ton, the weight will be converted to volume measurements for the purpose of this section, "Aggregates." Factors for converting ton to cubic yard will be determined in the field by the Engineer.

No single aggregate grading, sand equivalent, or crushed particle test shall represent more than 500 cubic yards or one day's production, whichever is smaller, except for asphalt concrete, where no single test shall represent more than 500 tons of aggregate or one day's paving, whichever is smaller.

SECTION 9 DESCRIPTION OF WORK

The road work to be performed consists, in general, of performing some culvert replacements as necessary, obliterating existing roadway surfaces, importing aggregate base, and placing a double seal coat surface treatment and fog seal at the designated locations, for the following project:

Construction on COUNTY ROADS VARIOUS LOCATIONS ROAD RECONSTRUCTION

Traffic control is to be performed; placement of traffic markings; and other such items or details, not mentioned above, that are required by the Plans, Standard Plans or these Special Provisions shall be performed, placed, constructed or installed.

SECTION 10 (CONSTRUCTION DETAILS)

SECTION 10-1 GENERAL

10-1.01. CONTROL OF WORK--Order of work shall conform to the provisions in Section 5, "Control of Work", of the Standard Specifications and these special provisions.

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications. The following shall be added to Section 8-1.04 of the Standard Specifications:

Contractor shall begin the physical work at the project site within 15 days of receiving notice to proceed. Contractor shall then diligently prosecute the same to completion before the expiration of

90 WORKING DAYS

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours prior to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 prior to commencing work, at which time Contractor shall supply to the County its underground service alert ticket number.

The first order of work after notifying USA, shall be to furnish and install the construction area signs. No other work which interferes with public traffic shall be performed until the signs are in place.

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of this work. This requirement will apply continuously and not be limited to normal working hours.

If conditions arise which will interfere with the construction or become in conflict with the project plans and/or specifications, the Contractor shall notify the Engineer immediately and before continuing with the work in order that any necessary field revisions may be made. No such revisions shall be made without written order from the Engineer.

10-1.02. MOBILIZATION--Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

10-1.03. COOPERATION--Attention is directed to the Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is likely that there are some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those

shown are for the convenience of the Contractor only and no responsibility is assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interruption. The Contractor shall notify utility companies or agencies at least forty-eight (48) hours in advance of construction operations which will involve the utility's property or lines. Any existing utilities or structures damaged during the course of the work shall be replaced or repaired to original condition by the Contractor at his own expense.

10-1.04. PROGRESS SCHEDULE.--Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule", of the Standard Specifications. The second paragraph of Section 8-1.04, "Progress Schedule", of the Standard Specifications shall not apply. See 5-1.12 for special work times associated with relocation site.

10-1.05. CONSTRUCTION AREA SIGNS.--Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications and these special provisions.

Stationary mounted project signing of "Road Work Ahead" and "End Construction" signs shall be placed approximately 2000' on all public county roads leading into the road reconstruction areas. Portions of project with expected short construction periods, may only justify temporary signing. For temporary signing, Contractor shall submit a signing plan to county for approval. Additional minimum signing shall be placed as described above and as required by the appropriate sections of the Standard Specifications.

All signs used on the contract shall conform to the requirements set forth in the current manual, "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the Department of Transportation. Construction sign dimensions contained in the "Traffic Control Manual" are minimum dimensions. The Contractor shall, at his own expense, furnish, erect and maintain all signs and/or protective devices as are necessary to give adequate warning to the public at all times that the improvements are under construction and of any dangerous, or unsafe conditions that may be encountered as a result thereof.

Contractor shall be responsible for obtaining encroachment permits or other agreements from any other agencies necessary to perform the work under this contract as required in Section 7, "Legal Relations and Responsibility to Public", of the Standard Specifications. Contractor shall be responsible for all landowner agreements for staging and/or stockpile locations if used by contractor. Contractor shall supply county copies of all permits and agreements and have county approval of same, prior to these areas being utilized. All work shall comply with the environmental requirements for the project.

10-1.06. FIRE PLAN.--The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

1. The Contractor shall be responsible for:
 - (a) Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work.
 - (b) Immediately reporting to said agency all fires occurring within the limits of the project.
 - (c) Preventing all project personnel from setting open fires not a part of the work, unless the Fire Index is at "Low", or the determination of the Fire Index is suspended or, if in an area not

covered by the Fire Index rating system, the Engineer determines that the fire hazard is negligible.

- (d) Preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires.
- (e) All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine.

Full compensation for conforming to the provisions herein shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made, therefore.

10-1.07. OBSTRUCTIONS--Attention is directed to the provisions in Section 5-1.36D, "Non-Highway Facilities", 15, "Existing Facilities", and 51-1.03E(9), "Utility Facilities," of the Standard Specifications and these special provisions.

Contractor shall notify the underground service alert (USA) at (800) 642-2444 a minimum of 48 hours prior to doing any excavation. Contractor shall notify the Department of Public Works at (530) 458-0466 prior to commencing work, at which time contractor shall supply to the County its underground service alert ticket number.

Known utilities and structures expected to be adjacent to or encountered in the work are as shown on the plans attached hereto. It is likely that there are some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only and no responsibility is assumed by the Engineer for their accuracy.

The work shall be so conducted as to permit utility companies to maintain their services without interruption.

The Contractor shall notify utility companies or agencies at least twenty-four (24) hours in advance of construction operations which will involve the utility's property or lines. Any existing utilities or structures damaged during the course of the work shall be replaced or repaired to original condition by the Contractor at his own expense.

10-1.08. MAINTAINING TRAFFIC--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, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for supplying the traffic control system shall be considered as included in the payment for other items of work, and no additional payment will be allowed, thereof.

Contractor shall supply a traffic control plan to be approved by county prior to any work being performed.

With approval by engineer, in some instances, temporary road closures may occur during daylight hours during normal working days with an approved traffic plan by department. Road closures shall have appropriate noticing to all effected parties and may include advertisements in local newspapers. Local traffic for adjacent landowners and their agents will be made available at all times.

The Contractor shall notify local authorities of his intent to begin work at least five days before work is begun. The Contractor shall cooperate with local authorities relative to handling local traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Contractor shall preserve and protect existing driveways and entrances such that adjacent lands are usable to substantially the same extent, and without material inconvenience, during the performance of the construction project.

10-1.09. EXISTING HIGHWAY FACILITIES--The 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.

10-1.10. REMOVE CULVERT and RCB--Existing culverts and reinforced concrete box with headwalls shall be removed as required and as shown on plans, details, and road summaries. Excavation shall be the minimum necessary to accomplish work. Larger excavated areas resulting in more material during placing of the culverts will be at expense of contractor. Work shall be performed such that there is the least impact for public traffic on County Road. Concrete obtained from existing headwalls and box culvert may be utilized for slope facing of new culvert(s) if broken into appropriate size and free of dust and exposed rebar. Placement of broken concrete as facing shall be a convenience for disposal at the discretion of Engineer and no additional compensation will be made.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for removing the culvert(s) and culvert headwalls including but not limited to dewatering, utility coordination, etc. as required shall be considered as included in the payment for remove culvert and headwalls or in other items of work, and no additional payment will be allowed, thereof.

All removed materials that are not to be relocated and/or salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of outside of the right-of-way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

10-1.11. CORRUGATED METAL PIPE--Corrugated metal pipes of the dimensions shown on the details and described in these special provisions shall be supplied and installed per Section 66 of the Standard Specifications and to the manufacturer's recommendations. Minimum wall thickness shall be .109 inches (12 gauge). Work shall be performed such that there is the least impact for public traffic on the County Roads. Culverts shall be installed in the same location and grade as existing culverts except additional length shall be utilized to accommodate the proposed additional roadway width and slopes as directed by engineer. Culvert lengths of 50 feet or less shall be single section. Longer culverts that require couplers shall be placed such that the couplers are not beneath the proposed traveled way and/or paved surface. Contractor shall be responsible for verifying lengths in field.

Cost for installing culvert shall include all backfill, materials, etc. necessary to restore roadway to a consistent grade and width as is existing approaching and departures the culvert locations (remove any hour-glassing of the travelled way edge). It is anticipated that some additional class 2 aggregate base will be required to accomplish roadway restoration. Contractor shall verify all necessary culvert lengths prior to obtaining materials.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for installing the culvert(s) including but not limited to dewatering, utility coordination, etc. as shown on the details, standard specifications and in these special provisions shall be considered as included in the payment for linear foot for installing the various sized culvert(s) or in other items of work, and no additional payment will be allowed, thereof.

10-1.12. OBLITERATE ROADWAY—Existing surfaced roadway and base shall be obliterated within the project limits. Material shall be pulverized into a maximum size of not larger than $\frac{3}{4}$ " pieces and re-compacted. Grinding shall only include the oil/pavement surface material and some base material and shall not be contaminated with the soil sub-grade material.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for obliterating roadway as shown on the details, standard specifications and in these special provisions shall be considered as included in the payment for this item and no additional payment will be allowed, thereof.

10-1.13. AGGREGATE BASE SURFACE PREPERATION—Prior to placement of Double Sealcoat on existing gravel surface, contractor shall prepare the surface aggregate. Contractor shall scarify existing aggregate material and remove all wash-boarding, surface imperfections, etc. and re-incorporate and re-compact material into a crowned or when required a super-elevated cross sloped surface as shown on the typical sections and as directed by engineer. Any areas having loose fines or sandy material on surface shall be evidence that the material was not re-incorporated into a balanced mixed material and shall be re-mixed and compacted at contractors expense. Surface preparation shall be performed immediately prior to the surface sealcoat operation such that traffic shall not have an opportunity to alter or damage the aggregate surface prior to the sealcoat. Surface moisture shall be maintained until sealcoat occurs.

Payment for surface prep will be by lump sum designation on roads not requiring additional aggregate import. Payment for AB surface preparation for roads designated to receive imported aggregate will be included in the compensation for the Class 2 aggregate base and no additional payment will be allowed, thereof as shown on the contract items lists.

10-1.14. CLASS 2 AGGREGATE BASE-- Aggregate base shall be Class 2 $\frac{3}{4}$ " maximum and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and Section 8 of these special provisions.

The following paragraph shall be added to the section:

The coarse aggregate (material retained on the No. 4 (4.75-mm sieve) shall consist of material of which at least 25 percent by weight shall be crushed particles as determined by California Test 205.

Finished surface of base shall be graded to the dimensions shown on the plans and typical sections included with these special provisions and to the grade and alignment established by Engineer. The surface of base surface shall be approved by Engineer prior to the surface sealing for grade, compaction, and ride quality a minimum of 24 hours prior to the scheduling of the placement of the surface treatment. Approval by Engineer shall be contingent on surface smoothness and ride quality or contractor shall provide to county at its own expense, evidence utilizing ASTM standard E1926 that the finished base surface using the International Roughness Index meets the fair condition defined as less than 200 inches per mile measurement of roughness.

All existing entrances and conforms shall be constructed using Class 2 Aggregate base as directed by engineer. Entrances shall be at a minimum of as good of quality and shape as previously existing entrances and/or be improved as directed by engineer.

10-1.15 SEAL COAT AND FOG SEAL.—Seal coat shall be double type and shall conform to the provisions in Section 37 "Bituminous Seals" and Section 94 "Asphaltic Emulsions of the Standard Specifications and these special provisions. Sealcoat and fog seal shall be paid for by the square yard area with the amount for the double type to include both layers. Materials shall be applied at rates within the ranges as outlined in the above specifications utilizing contractors experience and site

conditions, with adjustments as directed in field by engineer. Sealcoat layers shall be applied in separate operations.

Where connections to oiled or paved surfaces to other roads, public or private are present, sealcoat and fog-seal shall conform to both width and grade of the existing roads.

Contractor shall be responsible for scheduling work during suitable conditions and days. There will be no compensation and/or adjustment in payments as outlined in 37-2.03c of the standard specifications for Engineer noticing concerning unsuitable conditions. Work scheduled during questionable conditions is discouraged. Contractor shall be responsible for all cost associated if work is canceled, postponed, suspended, etc due to unsuitable conditions.

Contractor at own expense, shall supply a certified independent testing laboratory which shall conduct quality control testing on the materials to be utilized in both the seal coat and fog seal portions of the contract as required in the Standard Specifications. All results shall be submitted to the Engineer. Testing for materials shall not represent more than one day's production. Materials that do not meet requirements shall be removed or payment for items shall be made to County as outlined below.

Asphaltic emulsion shall be Grade PMCRS-2h for the sealcoat and CSS1, CSS1h, or CQS1 for the fog seal. Test results for the emulsion not within the allowable ranges specified, based upon the Consultant's tests, will be assessed a pay factor value as outlined in Section 37-2.01d(3)

Note: Improper sampling shall include any deviation from procedures as outlined by the appropriate test designation, Including unacceptable containers or shipping practices.

If test results for polymer modified asphaltic emulsion are not within the allowable ranges, specified seal coats shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the seal coat containing total pay factor values of not more than 20 may remain in place. The Contractor shall pay to the County the amount for the sealcoat or fogseal represented by the tests and left in place as provided for in Table 1 on page 44.

Cleanness Value quality requirement of screenings shall be 86 minimum in conformance with the requirements in California Test 227.

Cleanness Value test results for screenings below 86, will require that the seal coat represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, seal coat containing screenings with a Cleanness Value below 86, but not less than 75, may remain in place. The Contractor shall pay to the State the following amount for the sealcoat or fogseal represented by the test and left in place as provided for in Table 2 on this page.

When the results of tests for polymer modified asphaltic emulsion and the aggregate grading and Cleanness Value requirements for screenings do not conform to the requirements specified, each payment to the County shall apply. The Department may deduct these amounts from any moneys due, or that may become due, the Contractor under the contract. No single test for polymer modified asphaltic emulsion shall represent more than one day's production. No single aggregate grading or Cleanness Value test shall represent more than one day's production.

Fog Seal with sand cover shall be placed in accordance with the standard specifications. Emulsion for fog seal shall be Grade CSS1, CSS1h, or CQS1. Materials for fog seal shall comply with the same quality control requirements as described above.

Table 1

Total Pay Factor Value	Payment to County
0	none
1 - 2	2.00% of Item
3 - 5	3.00% of Item
6 - 9	4.00% of Item
10 - 14	5.00% of Item
15 - 20	6.00% of Item

Table 2

Cleanliness Value	Payment to County
86 or over	None
81 - 84	2.00% of Item
77 - 80	4.00% of Item
75 - 76	6.00% of Item

10-1.16 QUALITY CONTROL (MATERIAL TESTING).—Contractor, at own expense shall obtain an independent certified consultant to sample and test all materials relating to the seal coats and fog seal portions of the contract as required in these Special Provisions and the Standard Specifications. All results shall be submitted to the Engineer in a timely manner to facilitate inspection and rejection of materials if necessary. Testing for materials shall not represent more than one day's production. Materials that do not meet requirements shall be removed or payment for items shall be made to County as outlined in Section 10-1.15 above.

10-1.17 TRAFFIC AND PAVEMENT MARKINGS—Traffic Stripes and Pavement Markings shall conform to the provisions in Section 84-1 "Traffic Stripes and Pavement Markings" and 84-2, "Thermoplastic stripe and pavement markings," of the Standard Specifications, Standard Plans, and these special provisions. Contract Item shall be by linear feet to establish the full detail as shown on the standard Plan exhibit. Section 84-2.04 "Payment" shall be revised to "A double traffic stripe consisting of 2 adjacent 4" stripes shall be measured as one stripe by linear foot.

Markings shall match locations of any existing markings that were existing prior to the commencement of work or additional markings as directed by engineer. Contractor shall be responsible for referencing and remarking the locations where existing markings are located. Contractor shall be responsible for placing and maintaining all temporary markings until the permanent markings are in place, including centerline striping patterns, legends, limit lines, etc. Contractor shall be responsible for removing any markers, markings, etc that are present prior to the placement of the sealcoat.

(DO NOT DETACH)

BID TO THE COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. - 30000RC2014

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

EMAIL ADDRESS: _____

CONTRACTOR LICENSE NO. _____

The work for which this bid is submitted is for construction in conformance 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 thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

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

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

Construction on
COUNTY ROADS
VARIOUS LOCATIONS
ROAD RECONSTRUCTION

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

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF COLUSA*, and that discretion will be exercised in the manner deemed by the *COUNTY OF COLUSA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF COLUSA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF COLUSA*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF COLUSA* that the contract has been awarded, the *COUNTY OF COLUSA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *COUNTY OF COLUSA*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; 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 annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *COUNTY OF COLUSA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

**CONTRACTOR'S BID
ENGINEER'S ESTIMATE
For Construction on
COUNTY ROADS**

**VARIOUS LOCATIONS
ROAD RECONSTRUCTION**

Wilson Bend Road; Road No. 10 (2.3 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1-10	MOBILIZATION	LS	1		
2-10	SIGNS AND TRAFFIC CONTROL	LS	1		
3-10	OBLITERATE SURFACE (F)	SY	24,388		
4-10	CLASS 2 AB	SY	7,847		
5-10	SEALCOAT-DOUBLE	SF	29,808		
6-10	FOG SEAL	SF	29,808		
7-10	TRAFFIC MARKINGS DET. 1 (S)	LF	8,700		
8-10	TRAFFIC MARKINGS DET. 15 (S)	LF	2,640		
9-10	TRAFFIC MARKINGS DET. 21 (S)	LF	1,300		

Leesville Road; Road No. 34 (State Hwy 20 to Freshwater Creek; 1.3 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
10-34	MOBILIZATION	LS	1		
11-34	SIGNS AND TRAFFIC CONTROL	LS	1		
12-34	REMOVE CULVERT	EA	2		
13-34	REMOVE RCB	EA	1		
14-34	CULVERT 18" CMP	LF	40		
15-34	CULVERT 24" CMP	LF	40		
16-34	CULVERT 71"X47" CMPA	LF	40		
17-34	AB SURFACE PREP	LS	1		
18-34	SEAL COAT-DOUBLE	SY	16,867		
19-34	FOG SEAL	SY	16,867		
20-34	TRAFFIC MARKINGS DET. 1 (S)	LF	4,500		
21-34	TRAFFIC MARKINGS DET. 15 (S)	LF	2,200		
22-34	TRAFFIC MARKINGS DET. 21 (S)	LF	300		
23-34	PAVEMENT MARKINGS-WHITE (S)	SF	53		

Spencer Road; Road No. 79 (McAusland Road to State Hwy 45; 1.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
24-79	MOBILIZATION	LS	1		
25-79	SIGNS AND TRAFFIC CONTROL	LS	1		
26-79	OBLITERATE SURFACE (F)	SY	11,100		
27-79	CLASS 2 AB	TON	3,571		
28-79	SEAL COAT-DOUBLE	SY	13,567		
29-79	FOG SEAL	SY	13,567		

30-79	TRAFFIC MARKINGS DET. 1 (S)	LF	3,595		
31-79	TRAFFIC MARKINGS DET. 15 (S)	LF	714		
32-79	TRAFFIC MARKINGS DET. 21 (S)	LF	1,150		
33-79	PAVEMENT MARKINGS-WHITE (S)	SF	53		

Hill Road; Road No. 128 (East Camp Road to Hankins Road; 2.3 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
34-128	MOBILIZATION	LS	1		
35-128	SIGNS AND TRAFFIC CONTROL	LS	1		
36-128	OBLITERATE SURFACE (F)	SY	25,700		
37-128	CLASS 2 AB	TON	8,269		
38-128	SEAL COAT-DOUBLE	SY	31,411		
39-128	FOG SEAL	SY	31,411		
40-128	TRAFFIC MARKINGS DET. 1 (S)	LF	7,335		
41-128	TRAFFIC MARKINGS DET. 15 (S)	LF	4,200		
42-128	TRAFFIC MARKINGS DET. 21 (S)	LF	1,200		
43-128	PAVEMENT MARKINGS-WHITE (S)	SF	274		

Wyer Road; Road No. 160 (South of Salt Creek; 1.2 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
44-160	MOBILIZATION	LS	1		
45-160	SIGNS AND TRAFFIC CONTROL	LS	1		
46-160	OBLITERATE SURFACE (F)	SY	12,274		
47-160	CLASS 2 AB	TON	3,950		
48-160	SEAL COAT-DOUBLE	SY	15,002		
49-160	FOG SEAL	SY	15,002		
50-160	TRAFFIC MARKINGS DET. 1 (S)	LF	2,062		
51-160	TRAFFIC MARKINGS DET. 15 (S)	LF	3,825		
52-160	TRAFFIC MARKINGS DET. 21 (S)	LF	175		

Young Road; Road No. 161 (Wyer Road to End of Road; 1.2 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
53-161	MOBILIZATION	LS	1		
54-161	SIGNS AND TRAFFIC CONTROL	LS	1		
55-161	REMOVE CULVERT	EA	1		
56-161	CULVERT 36"	LF	50		
57-161	OBLITERATE SURFACE (F)	SY	12,490		
58-161	CLASS 2 AB	TON	4,019		
59-161	SEAL COAT-DOUBLE	SY	15,266		
60-161	FOG SEAL	SY	15,266		
61-161	TRAFFIC MARKINGS DET. 1 (S)	LF	3,509		
62-161	TRAFFIC MARKINGS DET. 15 (S)	LF	2,100		
63-161	TRAFFIC MARKINGS DET. 21 (S)	LF	600		
64-161	PAVEMENT MARKINGS-WHITE (S)	SF	42		

Greenbay Road; Road No. 163 (West of Wildwood Road; 1.9 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
65-163	MOBILIZATION	LS	1		
66-163	SIGNS AND TRAFFIC CONTROL	LS	1		
67-163	REMOVE CULVERT	EA	2		
68-163	CULVERT 30" CMP	LF	100		

69-163	OBLITERATE SURFACE (F)	SY	5,880		
70-163	CLASS 2 AB	TON	6,332		
71-163	SEAL COAT-DOUBLE	SY	24,053		
72-163	FOG SEAL	SY	24,053		
73-163	TRAFFIC MARKINGS DET. 1(S)	LF	5,765		
74-163	TRAFFIC MARKINGS DET. 15(S)	LF	3,800		
75-163	TRAFFIC MARKINGS DET. 21(S)	LF	200		
76-163	PAVEMENT MARKINGS-WHITE (S)	SF	42		

Marine Avenue; Road No.164 (West of Wildwood Road; 2 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
77-164	MOBILIZATION	LS	1		
78-164	SIGNS AND TRAFFIC CONTROL	LS	1		
79-164	REMOVE CULVERT	EA	2		
80-164	CULVERT 15" CMP	LF	30		
81-164	OBLITERATE SURFACE (F)	SY	20,920		
82-164	CLASS 2 AB	TON	6,731		
83-164	SEAL COAT-DOUBLE	SY	25,569		
84-164	FOG SEAL	SY	25,569		
85-164	TRAFFIC MARKINGS DET. 1(S)	LF	7,425		
86-164	TRAFFIC MARKINGS DET. 15(S)	LF	2,800		
87-164	TRAFFIC MARKINGS DET. 21(S)	LF	200		
88-164	PAVEMENT MARKINGS-WHITE (S)	SF	84		

Perkins Road; Road No.176 (Twelfth Street to Old Hwy 99W; 2.4 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
89-176	MOBILIZATION	LS	1		
90-176	SIGNS AND TRAFFIC CONTROL	LS	1		
91-176	REMOVE CULVERT	EA	1		
92-176	CULVERT 18"	LF	40		
93-176	OBLITERATE SURFACE (F)	SY	25,936		
94-176	CLASS 2 AB	TON	8,345		
95-176	SEAL COAT-DOUBLE	SY	31,700		
96-176	FOG SEAL	SY	31,700		
97-176	TRAFFIC MARKINGS DET. 1(S)	LF	8,433		
98-176	TRAFFIC MARKINGS DET. 15(S)	LF	3,625		
99-176	TRAFFIC MARKINGS DET. 21(S)	LF	850		
100-176	PAVEMENT MARKINGS-WHITE (S)	SF	253		

Mumma Road; Road No. 182 (Greive Road to West Road; 2.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
101-182	MOBILIZATION	LS	1		
102-182	SIGNS AND TRAFFIC CONTROL	LS	1		
103-182	REMOVE CULVERT	EA	3		
104-182	CULVERT 15"	LF	80		
105-182	CULVERT 24"	LF	40		
106-182	OBLITERATE SURFACE (F)	SY	21,336		
107-182	CLASS 2 AB	TON	6,865		
108-182	SEAL COAT-DOUBLE	SY	26,077		
109-182	FOG SEAL	SY	26,077		
110-182	TRAFFIC MARKINGS DET. 1(S)	LF	8,700		
111-182	TRAFFIC MARKINGS DET. 15(S)	LF	1,725		
112-182	TRAFFIC MARKINGS DET. 21(S)	LF	200		
113-182	PAVEMENT MARKINGS-WHITE (S)	SF	285		

Johns School Road; Road No. 184 (County Line Road to White Road; 3.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
114-184	MOBILIZATION	LS	1		
115-184	SIGNS AND TRAFFIC CONTROL	LS	1		
116-184	OBLITERATE SURFACE (F)	SY	28,800		
117-184	CLASS 2 AB	TON	9,266		
118-184	SEAL COAT-DOUBLE	SY	35,200		
119-184	FOG SEAL	SY	35,200		
120-184	TRAFFIC MARKINGS DET. 1 (S)	LF	12,911		
121-184	TRAFFIC MARKINGS DET. 15 (S)	LF	2,724		
122-184	TRAFFIC MARKINGS DET. 21 (S)	LF	200		
123-184	PAVEMENT MARKINGS-WHITE (S)	SF	190		

West Road; Road No. 185 (Mumma Road to White Road; 1.0 Miles)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
124-185	MOBILIZATION	LS	1		
125-185	SIGNS AND TRAFFIC CONTROL	LS	1		
126-185	OBLITERATE SURFACE (F)	SY	10,642		
127-185	CLASS 2 AB	TON	3,424		
128-185	SEAL COAT-DOUBLE	SY	13,007		
129-185	FOG SEAL	SY	13,007		
130-185	TRAFFIC MARKINGS DET. 1 (S)	LF	4,385		
131-185	TRAFFIC MARKINGS DET. 15 (S)	LF	725		
132-185	TRAFFIC MARKINGS DET. 21 (S)	LF	200		
133-185	PAVEMENT MARKINGS-WHITE (S)	SF	42		

TOTAL _____

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List", of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name and Address

**Description of Portion
of Work Subcontracted**

Prior Work Performance References

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

Public Agency:

Project Manager

Phone Number

Dates and Description of Work

(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)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, 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, he 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.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of COLUSA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- 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 3 years.

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

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

Notes: 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.

Accompanying this bid is

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

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

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

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

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

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: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____
_____ as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the bid)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

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

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

Dated: _____, 20____.

Principal

Surety

By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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 Colusa

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

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

CONTRACT IS PROVIDED

AS AN INFORMATIONAL ITEM ONLY

DO NOT COMPLETE WITH BID

Colusa County Department of Public Works
Contract for Construction on County Roads, Various Locations
Contract No. 30000RC2015

This Contract for Construction on County Roads, Various Locations, number 30000RC2015, ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a _____.

1. **Contract Documents:** The terms and conditions of the contract between the County and Contractor shall be contained in the "Contract Documents" consisting of the following:
 - (a) Contractor's bid and bid documents;
 - (b) This Contract;
 - (c) The 2010 edition of the California Department of Transportation Standard Plans;
 - (d) The 2010 edition of the California Department of Transportation Standard Specifications
 - (e) The Notice to Bidders, Special Provisions, and Bid Book for Contract No. 30000RC2015, Construction on County Roads, Various Locations, Road Reconstruction, including all addendums and attachments thereto.

All references to "State" or "Department," in the Contract Documents, with the exception of references to Standard Plans or Standard Specifications, shall mean the County and the County Department of Public Works.

2. **Scope of Services.** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to perform and complete in a good workmanlike manner, to the satisfaction of the County, all the work called for in the Contract Documents including but not limited to the Notice to bidders, Special Provisions, Bid Book and Contractor's bid or proposal for the County's construction on County roads project, contract No. 30000RC2015.
3. **Term:** This Contract and the work to be performed under the Contract shall be done and completed in conformity with the specifications contained within the Contract Documents.
4. **Compensation:** County will pay Contractor compensation not to exceed \$ _____ on the terms and conditions specified in the Contract Documents.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.
 - A. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
 - B. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

- 6. Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
- A.** Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - B.** Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.
 - C.** Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.
- 7. Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776 and provide those records to the California Labor Commissioner in accordance with California Labor Code 1771.4.
- A.** Upon written request by County, or the Division of Labor Standards Enforcement for the California Labor Commissioner, Contractor and all subcontractors shall, within ten (10) calendar days, provide the County or the DLSE with a certified copy of all payroll records kept pursuant to California Labor Code section 1776.
 - B.** Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of \$100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by this Contract.
 - C.** In accordance with California Labor Code section 1771.4, all contractors and subcontractors shall furnish electronic payroll records to the California Labor Commissioner.
- 8. Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the other party.

9. Insurance: Contractor, at its own cost, agrees to maintain, for the duration of this Contract, insurance with insurers possessing a Best's rating of no less than A, in conformance with the insurance requirements mandated by the Contract Documents.

10. Performance Standards: Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. Licenses: Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

12. Controlling Law Venue: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

13. Written Notification: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: Colusa County Public Works
1215 Market Street
Colusa, CA 95932

If to Contractor: _____

14. Entire Contract: This Contract, including the Contract Documents, constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. Amendments: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. Waiver: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

- 17. Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.
- 18. Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.
- 19. Termination:** This Contract may be terminated immediately for cause if either party violates any of the terms or provisions of this Contract.
- 20. Partial Invalidity.** If any provision of this Contract, including the Contract Documents, is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
- 21. Prevailing Wage.** Contractor and subcontractors under this Contract shall pay their employees prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Contract are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor shall post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit no more than \$200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.
- 22. Registration with the Department of Industrial Relations.** Contractor and any subcontractors providing work under this Contract shall register with the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 17771.1 and 1725.5. Contractor and all subcontractors shall provide the County with proof of registration upon the execution of this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first written above.

COUNTY OF COLUSA

CONTRACTOR

Mark D. Marshall, Board Chair

Signature

Printed Name and Title

APPROVED AS TO FORM:

ATTEST Robert J. Muszar, Clerk to the
Board of Supervisors

Marcos A. Kropf, County Counsel

By _____, Deputy

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal 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 Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety 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 upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety

(SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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 Colusa

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

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)

COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

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 firmly bound to the County of Colusa in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: 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 bound Contractor, 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, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa, 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 virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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 Colusa

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

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

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

WITNESS my hand and official seal.

Signature _____ (SEAL)