Subject: Reject Bids for the Cohasset Area Pavement Maintenance Project and Place Project on Hold

Department: Public Works

Contact: Dennis Schmidt Phone: 530.538.7681

Meeting Date Requested: May 12, 2020

Regular Agenda ☐ Consent Agenda ☒

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Cohasset Area Pavement Maintenance project is a preventative maintenance program for the roadways in the Cohasset Area funded by the Road Maintenance And Rehabilitation Account, commonly called SB 1. Details of the work includes placement of an asphalt leveling course on the upper portion of Cohasset Road to improve the drivability and build additional strength in the pavement section; placement of a single chip seal on all the listed roadways; and restriping with thermoplastic pavement markings. The roadways scheduled for this preventative maintenance work are Cohasset Road, Rock Creek Road, Rock Creek Drive, Sycamore Valley Road, as well as the paved section of Villas Road and Harvey Road.

The engineer’s estimate for construction is $1,795,782.50. This project was advertised March 17, 2020, and a total of seven bids were received on April 7, 2020, ranging from a low of $1,416,408 to a high of $1,552,702. The lowest responsive and responsible bidder was Northwest Paving, Inc., of Redding with a bid amount of $1,416,408.

As a result of the State's Stay-at-Home Order to slow the spread of COVID-19, road funding from Highway Users Tax Account and the Road Maintenance And Rehabilitation Account are likely to be significantly impacted. The Department of Public Works recommends that the Board of Supervisors reject all bids and place this project on hold until the Department has a better understanding of the financial impacts of COVID-19 on the Road Fund and the ability to finance projects.

Fiscal Impact:

Advertising the project once funding is secured will cost an additional $1,000 for the Road Fund. There is no impact to the General Fund.

Personnel Impact:

Does not apply.

Action Requested:

Reject all bids and place project on hold.

Administrative Office Review: Casey Hatcher, Deputy Chief Administrative Officer

Revised: December 2019
PROJECT: Cohasset Area Pavement Maintenance Project

PROJECT LOCATION: In the vicinity of the community of Cohasset

DESCRIPTION: This project consists of but is not limited to clearing and grubbing, traffic control, hot mix asphalt leveling course, application of a polymer modified asphaltic emulsion seal coat medium, 3/8” max, application of a type II slurry seal, fog seal, shoulder backing, thermoplastic striping and markings.

ADVERTISED: March 17, 2020  ENGINEER'S ESTIMATE = $1,795,782.50

BIDS OPENED: April 7, 2020

PROJECT NUMBER: 533-1720-07

W.O. NUMBER: 1720-07

<table>
<thead>
<tr>
<th>NO.</th>
<th>BIDDER'S NAME</th>
<th>BID AMOUNT</th>
<th>% ABOVE/BELOW ENGINEERS ESTIMATE</th>
</tr>
</thead>
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| 1   | Northwest Paving, Inc.  
     8115 Secluded Valley Drive  
     Redding, CA 96001 | $1,416,408.00 | -21.13% |
| 2   | Sierra Nevada Construction, Inc.  
     P.O. Box 50760  
     Sparks, NV 89435 | $1,429,007.00 | -20.42% |
| 3   | Franklin Construction Co., Inc.  
     217 Flume Street, Suite 200  
     Chico, CA 95928 | $1,480,425.00 | -17.56% |
| 4   | Lamon Construction Co., Inc.  
     871 Von Geldern Way  
     Yuba City, CA 95991 | $1,486,585.10 | -17.22% |
| 5   | American Pavement Systems, Inc.  
     1012 11th Street, Suite 200  
     Modesto, CA 95354 | $1,517,711.00 | -15.48% |
| 6   | All American Construction, Inc.  
     P.O. Box 635  
     Live Oak, CA 95953 | $1,552,702.00 | -13.54% |
| 7   | VSS International  
     3785 Channel Dr.  
     West Sacramento, CA 95691 | $0.00 | 0.00% |

Non-Responsive
BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT: Cohasset Area Pavement Maintenance Project

ADVERTISED: March 17, 2020
BID OPENED: April 7, 2020
PROJECT NUMBER: 533-1720-07
PROJECT LOCATION: In the vicinity of the community of Cohasset
W.O. NUMBER: 1720-07

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3/8" max, application of a type II slurry seal, fog seal, shoulder backing, thermoplastic striping and markings.

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<th>UNIT</th>
<th>ESTIMATE</th>
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TOTAL THIS SHEET: $1,795,782.50

-21.13% -20.42%

CONTRACT ITEMS
Polymer Modified Asphaltic Emulsion Seal Coat
Polymer Modified Asphaltic Emulsion Seal Coat

CONTRACT ITEMS

TOTAL THIS SHEET: $1,416,408.00

-21.13% -20.42%

SHEET 1 OF 5

Cohasset PM Project Bid Sheets
BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS

ADVERTISED: March 17, 2020
BID OPENED: April 7, 2020
PROJECT LOCATION: In the vicinity of the community of Cohasset
PROJECT NUMBER 533-1720-07
W.O. NUMBER: 1720-07

PROJECT: Cohasset Area Pavement Maintenance Project
DESCRIPTION: This project consists of but is not limited to clearing and grubbing, traffic control, hot mix asphalt leveling course, application of a polymer modified asphaltic emulsion seal coat medium, 3/8" max, application of a type II slurry seal, fog seal, shoulder backing, thermoplastic striping and markings.

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<td>Pavement Markers (Retro-Reflective)</td>
<td>2,775</td>
<td>EA</td>
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</tr>
</tbody>
</table>

TOTAL THIS SHEET | $1,480,425.00 | $1,486,585.10 | $1,517,711.00 |
SHEET 2 OF 5 | -17.56% | -17.22% | -15.48% |
BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS

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TOTAL THIS SHEET $1,552,702.00
SHEET 3 OF 5 -13.54%

Non-Responsive
## Project: Cohasset Area Pavement Maintenance Project

<table>
<thead>
<tr>
<th>BIDDER’S NAME</th>
<th>LISTED SUBCONTRACTORS</th>
</tr>
</thead>
</table>
| **Northwest Paving, Inc.**           | Pavement Coatings Company  
|                                      | Slurry Seal                                                                        |
|                                      | Apply-A-Line  
|                                      | Striping, Markings, Markers                                                        |
| **Sierra Nevada Construction, Inc.** | All American Const.  
|                                      | Traffic Control, HMA, Shoulder Backing                                             |
|                                      | Apply-A-Line  
|                                      | Striping, Markings, Markers                                                        |
| **Franklin Construction Co., Inc.**  | Knife River Const.  
|                                      | Grinding & Paving                                                                  |
|                                      | Pavement Coatings Co  
|                                      | Slurry Seal                                                                        |
|                                      | Centerline Striping  
|                                      | Striping, Markers and Markings                                                     |
| **Lamon Construction Co., Inc.**     | Pavement Coatings Company  
|                                      | Seal Coat, Type II Slurry                                                          |
|                                      | Centerline Striping  
|                                      | Striping, Markers and Markings                                                     |
|                                      | Pacific Northwest Oil  
|                                      | Tack Coat                                                                          |
|                                      | T&S Inc.  
|                                      | Traffic Control                                                                     |
|                                      | B&C Asphalt Grinding  
|                                      | Pavement Conform Grinding                                                          |
| **American Pavement Systems, Inc.**  | Apply-A-Line  
|                                      | Striping, Markings, Markers                                                        |
|                                      | All American Const.  
|                                      | Conform Grinding, HMA, Shoulder Backing                                            |
| **All American Construction, Inc.**  | Centerline Striping  
|                                      | Striping, Markers and Markings                                                     |
|                                      | Pacific Northwest Oil  
|                                      | Tack Coat                                                                          |
|                                      | Pavement Coatings Co  
|                                      | Fog Seal, Polymer Seal, Slurry Seal                                                |
| **VSS International**                | Non-Responsive                                                                      |

Cohasset PM Project Bid Sheets
County of Butte
Oroville, California

Butte County
PUBLIC WORKS

General and Special Provisions
Proposal and Contract

For

Cohasset Area Pavement Maintenance Project
County Project No. 533-1720-07
Project length: approximately 15.8 Miles

For use with 2010 Standard Specifications and Standard Plans
of the California Department of Transportation

Prepared by or under the supervision of:

[Signature]

DENNIS JAMES SCHMIDT, DIRECTOR
RCE C042102 (Lic. Expires June 30, 2020)
BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS
Date: 3/17/2020

BID OPEN DATE: April 7, 2020, 10:00 am
For Information Purposes Only.
This is not part of the contract document

WHEN SUBMITTING YOUR BID, PLEASE SUBMIT ONLY:

1. All PF pages from the set of Specifications, including Exhibit 12-B, Bidder’s List of Subcontractors (if required)
2. All addenda (if any)
3. Bidder’s Bond

It is not necessary to submit the entire set of specifications. Please keep the remainder of the set for your information.

Proposal shall be submitted in a sealed envelope plainly marked on the outside with the project name, project number, bid opening date, and time of bid opening.

Note:
If required, DBE forms and their corresponding instructions can be found in the Appendix of this document.
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<tr>
<th>Description</th>
<th>Page</th>
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<tbody>
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<tr>
<td>A. NOTICE TO CONTRACTORS</td>
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<tr>
<td>B. GENERAL PROVISIONS</td>
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<tr>
<td>3) Job Site Management</td>
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<td>4) Street Sweeping</td>
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NOTICE TO CONTRACTORS

Cohasset Area Pavement Maintenance Project
County Project No. 533-1720-07
PW File No.:243.1720-07

COUNTY OF BUTTE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

A. NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the Director of Public Works, 7 County Center Drive, Oroville, California, until 10:00 am on April 7, 2020 at which time they will be publicly opened and read aloud for construction in accordance with the project specifications and plans to which special reference is made, as follows:

Cohasset Area Pavement Maintenance Project

The work, located in the vicinity of Cohasset, Butte County, California, consists of, but is not limited to clearing and grubbing, traffic control, hot mix asphalt leveling course, application of a polymer modified asphaltic emulsion seal coat medium, 3/8” max, application of a type II slurry seal, fog seal, shoulder backing, thermoplastic striping and markings, all in conformance with the California Department of Transportation 2010 Standard Specifications, and these Special Provisions, unless specified herein. All work shall include furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the project as shown on the plans, as described in the Special Provisions, or as directed by the Engineer.

Project Information Access - Digital bid documents (Plans and Special Provisions) may be obtained for free at the Butte County Public Works Website at:


You must be registered with Public Purchase (Free Registration) prior to accessing documents. There is no fee for obtaining bid documents through Public Purchase. Select the project name from the Public Purchase list to obtain digital bid documents, ask questions regarding the project, and view plan holder’s list. If you need assistance regarding the use of Public Purchase, go to their website at www.publicpurchase.com and select the CHAT or HELP buttons in the upper left-hand corner of the webpage. Any person who has accessed the project will automatically get addendum notifications emailed to them. Butte County Public Works will no longer provide hard copies of bid documents. No pre-bid meeting is scheduled for this project.

All Proposal PF pages contained within the project Specifications booklet must be included in the bid submittal. The successful bidder shall furnish a payment bond and a performance bond.

No Pre-bid meeting is scheduled for this project.
Bids are required for the entire work described herein. This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Contract items of work and quantities thereof for which payment will be made under this contract are contained in the proposal. The items of work and quantities are given as a basis for the comparison of bids and the County of Butte does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

Butte County hereby notifies all bidders that it will affirmatively insure Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in any contract entered into pursuant to this advertisement.

The Board of Supervisors has ascertained, pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for straight time, overtime, Saturday, Sunday and holiday work applicable to the work to be done in Butte County are the same as the general prevailing wage rates as determined by the California Department of Industrial Relations. These rates are on file in the office of the Director of Public Works, 7 County Center Drive, Oroville, CA  95965 and available at:

http://www.dir.ca.gov/OPRL/PWD/Index.htm.

The labor surcharge and equipment rental rates to be used under this contract shall be as listed in the State of California Department of Transportation Division of Construction publication entitled "Labor Surcharge and Equipment Rental Rates" that are in effect when the work is accomplished.

The attention of bidders is particularly directed to the provisions of Section 5-1.12, "Assignment," of the Standard Specifications regarding assignment of the contract.

Contractor’s attention is directed to Section 3-1.06, “Contractor License” of the Standard Specifications. The Contractor and any Subcontractors shall possess a Class A license or a combination of classes required by the categories and types of work included in this contract at the time this contract is awarded through Contract acceptance (Public Contract Code § 10164).

The County of Butte reserves the right to reject any or all bids and to waive any informality in any bid.

Bidders attention is particularly directed to Government Code Section 14402 relating to money withheld to insure performance of the contract.

No bid will be considered unless it is made on a blank form furnished by the Butte County Department of Public Works and is made in accordance with the provisions in Section 2, “Bidding” of the standard Specifications. Bidder’s attention is directed to properly responding to all proposal attachments. Sections 2-1.06A through 2-1.11 (inclusive), and Section 2-1.47, “Bid Relief” of the Standard Specification shall not apply.
Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, if submitted after bid opening, will not be treated as a bid protest.

All questions, inquiries, or any other communication relating to this project shall be asked through Public Purchase. Refer to the previous section entitled “Project Information access” for instruction on accessing the Public Purchase website.

All Requests for Information inquiries shall be submitted prior to 7 calendar days of the bid opening date.

COUNTY OF BUTTE
Department of Public Works
Dennis J. Schmidt, Director

Published Date: March 17, 2020
B. GENERAL PROVISIONS

1. DEFINITIONS AND TERMS

**STANDARD SPECIFICATIONS:** Standard Specifications shall mean the 2010 Standard Specifications of the State of California, Department of Transportation, and shall include any amendments to the Standard Specifications.

Reference is made to the provisions in Division 1, "General Provisions," of the Standard Specifications and the following provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- **STATE:** The County of Butte, State of California
- **COUNTY:** The County of Butte, State of California
- **BOARD OF SUPERVISORS:** The Board of Supervisors of the County
- **DEPARTMENT:** The Department of Public Works of the County
- **DIRECTOR:** The Road Commissioner and Director of Public Works of the County
- **ENGINEER:** The Road Commissioner and Director of Public Works of the County

Engineer shall also mean the Director of Public Works of the County or his authorized agent acting within the scope of his authority who shall act as the representative of the County during the terms of the contract.

- **LABORATORY:** The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

2. PROPOSAL REQUIREMENTS AND CONDITIONS

Reference is made to the provisions in Section 2, “Bidding”, of the Standard Specifications, the Special Provisions contained herein, and the following provisions:
GENERAL PROVISIONS

All proposals shall be made upon blank forms obtained from the Office of the Director of Public Works, 7 County Center Drive, Oroville, California 95965 or from the Departments website. Bids submitted on other than the official form will not be accepted.

All bidders may be required to submit evidence to the County as to their ability, financial responsibility and experience in order to be eligible for consideration of their proposal.

Each proposal must be accompanied by a Bidder’s Security of at least ten-percent (10%) of the total amount bid. The Security may be in the form of a Bidder's Bond, a certified check or a cashier's check payable to the County of Butte. The bond form for the Bidder's Bond mentioned in the third paragraph of Section 2-1.34, “Bidder’s Security,” of the Standard Specifications may be found following the signature page of the proposal annexed hereto. The Bidder’s Security of the successful bidder will be returned within fifteen (15) days after the contract is fully executed. Guaranties of bidders whose bids are considered but not selected will be returned to the bidders promptly after the execution of the contract.

3. CONTRACT AWARD AND EXECUTION

Reference is made to the Provisions in Section 3 of the Standard Specifications and the following provisions:

The successful bidder, at his own expense, shall furnish a Labor and Materials Bond and a Faithful Performance Bond, each in an amount of one hundred percent (100%) of the total bid and in the form prescribed for use by the County.

Upon execution of the contract by the Contractor and the County, the Contractor shall furnish the County, (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of workman's compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director of Industrial Relations or the insurer. A copy of the standard county contract, which will be required to be executed for this project, may be examined in the office of the Director of Public Works.

4. SCOPE OF WORK

Reference is made to the provisions in Section 4 of the Standard Specifications.

5. CONTROL OF WORK

Reference is made to the provisions in Section 5 of the Standard Specifications.

6. CONTROL OF MATERIALS

Reference is made to the provisions in Section 6 of the Standard Specifications.

(Revised 10/7/14)
7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Reference is made to the provisions in Section 7 of the Standard Specifications and the following provisions.

In connection with laws to be observed and the responsibility of the Contractor, attention is directed to Section 7 of the Standard Specifications, and to the laws therein referred to, all of which are applicable to this contract. The provisions in Section 1777.5 of the Labor Code concerning employment of apprentices are applicable to this contract.

Cooperation.--Attention is directed to Section 5-1.20, “Coordination with other Entities”, and Section 5-1.36, “Property and Facility Preservation” of the Standard Specifications.

Payment of Taxes.--The contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the County of Butte, as to any tax on labor, services, materials, transportation or any other items furnished pursuant to this contract.

Relief from Responsibility.--Whenever a section of surfacing, pavement, or deck of a structure has been completed and if ordered by the Engineer to be opened for use by public traffic as provided in Section 7-1.03, “Public Convenience”, of the Standard Specifications, the Contractor will be relieved of any responsibility for injury or damage to said completed sections of the work resulting from use by public traffic, but not from injury or damage resulting from his operations or negligence, nor will he be relieved of responsibility for cleanup and finishing operations.

Prevailing Wages.--The Wage Scale ascertained by the Board of Supervisors pursuant to Section 1770 of the Labor Code and applicable to the work to be done will be as specified in the Notice to Contractors of these documents.

In case it becomes necessary for the Contractor or any subcontractor to employ, on the work under this contract, any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Director of Public Works who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the County of Butte, its officers, officials, employees and volunteers from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the contract,
and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

9. **INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other requirements as described in Attachment I to this agreement.

**ATTACHMENT 1**

**Insurance Requirements for County Public Work’s Projects**

A. **Minimum Limits of Insurance**

1.) **General Liability:**

   a) A *commercial general liability insurance policy* of at least $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, including a general aggregate of at least $2,000,000, and at least a $2,000,000 aggregate for products-completed operations. A minimum of 50% of each of the aggregate limits must remain available at all times. The Contractor or Contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

   b) An umbrella or excess policy of at least $5,000,000 for projects estimated to cost less than $25 million. For projects estimated to cost more than $25 million, an umbrella or excess policy of at least $15 million.

2.) **Automobile Liability:** At least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this agreement. Coverage shall be provided for “Any Auto”, Code 1 as listed on the Accord form Certificate of Insurance.

3.) **Workers’ Compensation and Employers Liability:** Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4.) **Professional Liability (For professional services contracts only):** This type of insurance is required only when the County is contracting for services of an accountant, attorney, physician, architect, engineer or similarly trained professionals. Professional Liability Insurance covering professional services shall be provided in an amount of at
least $1,000,000 per occurrence. If coverage is written on a claim made basis, the Contractor agrees to purchase an extended reporting provision for at least two years.

B. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. **Other Insurance Provisions**

The following policies shall contain or be endorsed to contain the following provisions:

1.) **General Liability and Automobile Liability Insurance policies shall be endorsed to state:**

   a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

   b.) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

   c.) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) **Cancellation of Policies:**

   Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

D. **Acceptability of Insurers**

(Revised 10/7/14)
Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best’s rating of no less than A-: VII. If the Contractor’s insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best’s rating of at least A: VIII. (For Best’s ratings go to [http://www.ambest.com/](http://www.ambest.com/))

**E. Verification of Coverage**

Contractor shall furnish the County certificates of insurance and original endorsements effecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

**F. Subcontractors**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**END OF ATTACHMENT 1**

**10. PROSECUTION AND PROGRESS**

Reference is made to the provisions in Section 8 of the Standard Specifications and the following provisions:

The Contractor shall complete the work called for under the contract in all parts and requirements within the number of days specified.

A working day is hereby defined per Section 1-1.07, “Definitions” of the Standard Specifications.

Upon the submission of satisfactory proof to the Engineer by the Contractor, shortage of material will be acceptable as grounds for increasing the number of working days. In order that such proof may be satisfactory and acceptable to the Engineer, there must be a showing that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed work. It shall be within the authority of the Engineer to decide whether or not an increase in the number of working days will be granted and his decision shall be final and conclusive on both parties to the contract, and if such increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during such increase. Only the physical shortage of material will be considered under these provisions as a cause for extension of time and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities.
Determination of each non-working day, except Saturdays, Sundays and legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, shall be made and agreed upon during such day by conference between the Engineer and the Contractor and in the event of failure to agree, the Contractor will be allowed 15 days in which to file a written protest setting forth in what respects he differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract and the number of working days remaining to complete the contract and the extended date for completion thereof.

1. **Time of Completion.**—The Contractor shall begin work within 15 calendar days after receiving notice that the contract has been signed by the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract and shall diligently prosecute the same to completion in the allotted time as set forth in Section A of these special provisions.

2. **Liquidated Damages.**—It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in these special provisions, damage will be sustained by the County of Butte, and that it is and will be difficult and impossible to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefor agreed that the Contractor shall pay the County the sum specified in the Liquidated Damages table in Section 8-1.10, Liquidated Damages”, of the Standard Specifications for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under this contract.

Neither the contract, nor any monies due or to become due under the contract, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors, nor in any event without the consent of the Contractor's surety or sureties unless such surety or sureties have waived their right to notice or assignment.

Unless otherwise notified in writing by the Engineer, the successful bidder shall furnish to the Engineer a progress schedule to show the time proposed for prosecution of the major divisions of work and his proposed sequence of operations.

**11. MEASUREMENT AND PAYMENT**

Reference is made to the provisions in Section 9 of the Standard Specifications and the following provisions:

1) The County may withhold from any estimate due the Contractor, a sum sufficient to protect the County from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments properly to subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed
for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

The County Auditor will make payments of the balance not retained or withheld on the following regular day for payment of County bills.

2) **Progress Payments.**--The Engineer, once each month, shall cause an estimate in writing to be made of the total amount of work done, conforming to the provisions in Section 9-1.16, "Progress Payments," of the Standard Specifications.

3) **Final Payment.**--Upon satisfactory completion of the work, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. Upon acceptance of the completed work by the Board of Supervisors, the said Board shall cause to be filed and recorded in the records of the County Recorder a Notice of Completion.

Thirty-five (35) days after the recording of the Notice of Completion the Contractor shall be entitled to the balance due for the completion and acceptance of the work, provided that all claims for labor and materials have been paid, and that no claim shall have been filed with the County based upon acts or omissions of the Contractor, and that no liens or withhold notices shall have been filed against said work or the property on which the work was done.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.
C. SPECIAL PROVISIONS

1. LOCATION

In Butte County, State of California, in the community of Cohasset on the following roads:

- Cohasset Road from Chico City Limits to End of Pavement
- Rock Creek Road from Cohasset Road to Cohasset Road
- Rock Creek Drive from Rock Creek Road to end of County maintained
- Sycamore Valley Road from Rock Creek Road to end of roadway
- Vilas Road from Cohasset Road to end of pavement
- Harvey Road from Vilas Road to end of pavement

2. DESCRIPTION OF WORK

The work, in general, to be done under this contract consist of, but is not limited to, clearing and grubbing, traffic control, hot mix asphalt leveling course, application of a polymer modified asphaltic emulsion seal coat medium, 3/8” max, application of a type II slurry seal, fog seal, shoulder backing, thermoplastic striping and markings and shall include the furnishing of all tools, equipment, materials, supplies, incidentals, and manufactured articles for the project, all in conformance with State of California, Department of Transportation 2010 Standard Specification and Standard Plans, Butte County Standard Details, and the attached contract specifications and the included project typical details.

Such items or details not mentioned above that are required by the Standard Specifications, Standard Plans and these Special Provisions shall be performed, placed, constructed or installed as required or as directed by the Engineer.

3. CONTRACT DOCUMENTS

The work embraced herein shall conform to the requirements of Special Provisions entitled: Cohasset Area Pavement Maintenance Project, the 2010 Standard Specifications of the State of California, Department of Transportation, the 2010 Standard Plans of the State of California, Department of Transportation, insofar as the same may apply, these Special Provisions, the Notice to Contractors, the Proposal, the Contract (or Agreement), the two Contract Bonds required herein, any supplemental agreements amending or extending the work, working drawings or sketches clarifying or enlarging upon the work specified herein, and to pertinent portions of the other documents included by reference thereto in these Special Provisions.

In case of conflict between the Standard Specifications and these following provisions, the governing ranking of Contract parts in Section 5-1.02, “Contract Components” of the Standard Specifications shall apply.

4. 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 of the proposal form and the submission of the bid.
All PF pages must be included in the bid submittal.

In addition to the Subcontractors listed in conformance with Section 2-1.33C, “Subcontractor List,” of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the Subcontractors is included in the proposal.

The Bidder's Bond form 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 proposal annexed hereto.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

5. **SUBCONTRACTOR LIST**

A sheet for listing Subcontractors, as required herein and in conformance with Section 2-1.33C, “Subcontractor List,” of the Standard Specifications, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide Exhibit 12-B Bidder’s List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts), as required elsewhere in these Special Provisions, and shall have listed therein the address, applicable State contractor’s license number, and portion of work that will be done by each subcontractor listed.

6. **CONTRACT AWARD AND EXECUTION**

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 contract.

Bid protests are to be delivered to the following address:

**Office of the Director of Public Works,**
**7 County Center Drive**
**Oroville, California 95965**

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the address of the office specified above in accordance with the provisions of Section 3-1.18 “Contract Execution,” of the Standard Specifications and these Special Provisions.
SPECIAL PROVISIONS


Section 3-1.08 thru 3-1.11 of the Standard Specifications shall not apply.

Section 3-1.12, "Caltrans Bidder - DBE Information Form," of the Standard Specifications shall be amended to read:

"Complete and sign all required DBE forms included in the contract documents regardless of whether no DBE participation is reported."

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

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES


The Contractor shall begin work within 15 calendar days after receiving written notice that the contract has been signed by the Director of Public Works or the person authorized by the Board of Supervisors to sign the contract, and shall diligently prosecute the same to completion before the expiration of

35 WORKING DAYS

from the date of said signing.

8. PRE-CONSTRUCTION CONFERENCE

Prior to beginning Contract work, a pre-construction conference will be held at the office of the Director of the Butte County Department of Public Works for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, traffic control and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. At this meeting, the Contractor shall submit to the Engineer for approval his/her proposed Traffic Control Plan and the
SPECIAL PROVISIONS

Water Pollution Control Program. The Contractor's representative at this conference shall include all major superintendents for the work and may include sub-Contractors.

9. **LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2 of the 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 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all non-exempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. These Specifications are applicable to all non-exempt state construction contracts and subcontracts of $5,000 or more.

10. **DIFFERING SITE CONDITIONS**

   A. Contractor’s Notification

   Promptly notify the Department’s Engineer if you find either of the following conditions:

   1. Physical conditions differing materially from either of the following conditions:
      - Contract documents
      - Job site examination
   2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

   Include details explaining the information you relied on and the material differences you discovered.

   If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer. If you disturb the site after discovery and before the Engineer’s investigation, you waive the differing site condition claim.

   B. Engineer’s Investigation and Decision

   Upon your notification, the Engineer investigates job site conditions and:

   1. Notifies you whether to resume affected work.
   2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.
11. **QUALITY ASSURANCE**

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Department performs if they are available at the job site. Schedule work to allow time for QAP.

12. **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 8-1.07C, "Payment Adjustments," of the Standard Specifications.

13. **SUBCONTRACTING**

Contractor’s attention is directed to Section B-2, General Provisions, “Proposal Requirements and Conditions”, and Section C-8, Special Provisions, “Subcontractor List,” elsewhere in these Special Provisions.

Section 3-1.06 “Contractor License” of the Standard Specifications shall apply to all Subcontractors.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The Contractor shall perform, with the Contractor’s own organization, contract work amounting to not less than 30 percent of the original total contract price, except that any designated “Specialty Items” may be performed by subcontract and the amount of any designated “Specialty Items” performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor’s own organization. When items of work in the Engineer’s Estimate are preceded by the letters (S) or (S-F), those items are designated as “Specialty Items.” Where an entire item is subcontracted, the value of work subcontract will be based on the contract item bid price.
The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor’s control.

No third-party agreement relieves you or your surety of your responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any contract part without prior written consent from the Department.

No subcontract releases you from the contract or relieves you of your responsibility for a subcontractor’s work.

If the Contractor violates Public Contract Code Section 4100 et seq., the Department may exercise the remedies provided under Public Contract Code Section 4110. The Department may refer the violation to the Contractors’ State License Board as provided under Public Contract Code Section 4111.

Subcontracts shall include provisions that the contract between the County and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Before starting subcontracted work, the Contractor shall submit a Subcontracting Request Form. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the State concerning the project is filed.

Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. A list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Department, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

The roadside production of materials produced by other than the Contractor’s forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semi-portable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the work shall conform to the requirements relating to labor set forth in these specifications and in the special Provisions.
PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors, as indicated herein:

A prime contractor or subcontractor shall pay any subcontractor not later than 7-days after 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 7-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 County’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

Contractor’s attention is directed to the provisions in Section 9-1.16, “Progress Payments” and Section 9-1.16E, “Withholds” of the Standard Specifications, and these Special Provisions. Where there is a discrepancy between those sections of the Standard Specifications and the Special Provision requirements below, the Special Provisions shall supersede the Standard Specifications.

The County shall retain five percent (5%) of the estimated value of work done as part security for fulfillment of the contract by the prime Contractor. On any partial payment made after 95 percent of the work has been completed, the County may reduce the amount withheld to a lesser amount as the County determines is adequate security for the fulfillment of the balance of work. In no event will the retention amount be reduced to less than 125 percent of the estimated value of work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the contractor and shall be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond.

The retention withheld from any payment by the contractor from any subcontractor, and by a subcontractor to any subcontractor thereunder shall not exceed five percent (5%) per Section 7201b(1) of the Public Contract Code.

Contractor’s attention is directed to California Public Contract Code, Section 10263 regarding Payment of withheld funds.

The Department shall hold retention from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department, of the contract work, and pay retention 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 Department. Federal law (49 CFR 26.29)
requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Department’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 subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to all DBE and non-DBE subcontractors.

14. **AIR POLLUTION CONTROL**

Air pollution control shall comply with the provisions in Section 14, “Environmental Stewardship,” 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.

15. **PAYMENTS**


For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work, which will be recognized for progress payment purposes.

<table>
<thead>
<tr>
<th>Traffic Control</th>
<th>$85,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jobsite Management</td>
<td>$2,500</td>
</tr>
<tr>
<td>Water Pollution Control Program (WPCP)</td>
<td>$1,500</td>
</tr>
<tr>
<td>Develop Water Supply</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

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

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

Payroll records shall conform to the provisions outlined in Section 5-1.27, "Records," of the Standard Specifications and these Special Provisions.
Attention is directed to California Public Contract Code, Section 10263 regarding Payment of withheld funds.


Notices of potential claims shall be made in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution,” of the Standard Specifications and these Special Provisions.

Final Payment and Claims shall comply with Section 9-1.17, “Payment after Contract Acceptance" of the Standard Specifications.

Final Pay Items shall comply with the definition for Final Pay Item in Section 1-1.07 Definitions of the Standard Specifications.

For the purpose of making payments pursuant to Section 9-1.04, “Force Account” of the Standard Specifications, once extra work bills are approved by the Engineer, a contract change order shall be written and be submitted to the Board of Supervisors. After the contract change order is approved, the corresponding extra work bills shall be included on the next monthly partial payment.

16. **PAYROLL RECORDS**

Payroll records shall conform to the provisions outlined in Section 7-1.02K, “Labor Code,” of the Standard Specifications and these Special Provisions.

All contractors and subcontractors bidding and performing work on this project must register on an annual basis with the California Department of Industrial Relations. Effective April 1, 2015, all contractors and subcontractors shall furnish electronic payroll records for new projects to the Labor Commissioner.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor shall also submit electronic copies of the certified payroll records to Butte County Public Works for review at:

https://ushare.buttecounty.net/filedrop/pwcertifiedpayroll@buttecounty.net
17. **HOLIDAYS**

The designated legal County holidays, upon which general prevailing hourly wage rate for holiday work shall be paid, shall be the following:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Birthday of Martin Luther King, Jr.</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Cesar Chavez Day</td>
<td>March 31st</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11th</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25th</td>
</tr>
</tbody>
</table>

When a designated legal holiday falls on a Saturday, the preceding Friday shall be designated as the legal holiday. When a designated legal holiday falls on a Sunday, the following Monday shall be designated the legal holiday.

18. **WATER POLLUTION CONTROL**

The contractor shall be required to establish a temporary Water Pollution Control Program and control measures in conformance to the applicable provisions of Section 13, “Water Pollution Control,” of the Standard Specifications and these Special Provisions.

19. **ORDER OF THE WORK**

Order of work shall conform to the provisions in Section 8, “Prosecution and Progress,” of the Standard Specifications and these Special Provisions.

The appropriate Critical Path Method based on the working days and base bid of the project shall be used per Section 8-1.02, “Schedule,” of the Standard Specifications.

Following approval of the project schedule and preparation and submittal of a Water Pollution Control Program and Traffic Control Plan, as indicated herein, the first order of work shall be to place all necessary traffic control measures and signage.

Contractor shall reference all existing striping and markings prior to placement of surfacing treatments.

Fog Seal shall be applied over the hot mix asphalt leveling course and any existing asphalt concrete patching prior to placement of the polymer modified asphaltic emulsion seal coat.
20. **NOTIFICATIONS**

**Public Transportation and Emergency Services**: The Contractor’s attention is directed to the fact that no sustained interruption in the use of public transportation or emergency services can be accommodated. Public Transportation companies and emergency services shall be notified in writing, and include a schedule of affected areas and times.

**Schools and Businesses**: No sustained interruption in access to adjacent schools, businesses, or use of the roadway critical for student drop off access can be accommodated. Prior to commencing work in the vicinity of adjacent schools or businesses operations, the Contractor shall contact the various school superintendent and principal offices, school bus transportation mangers, and business owners, provide them written notification of the intended schedule. In all cases, the Contractor shall verify that each entity has been individually notified.

The Contractor shall leave all traffic lanes open to traffic until starting the work during the predetermined and pre-noticed work hours. The Contractor shall coordinate the work so that all lanes shall be re-opened to traffic at the conclusion of daily operations by the specified time each work day.

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

21. **OBSTRUCTIONS**

The Contractor shall conform to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications and these Special Provisions. The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days (72 hours), but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

<table>
<thead>
<tr>
<th>NOTIFICATION CENTER</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert Northern California (USA)</td>
<td>1-800-227-2600</td>
</tr>
<tr>
<td></td>
<td>1-800-642-2444</td>
</tr>
</tbody>
</table>

The contract work shall be so conducted as to permit utility companies to maintain their services without interruption. Abandoned utility pipelines, telephone cables, and conduits, if encountered, shall be removed and disposed of off the job site. Attention is directed to the possible existence of storm drain and utility facilities, which are to remain and which are located within the area of work. The Contractor shall locate these facilities, work around them and protect them from damage during the course of his construction. Should the Contractor damage any of the existing facilities, they will be repaired and/or replaced immediately, any costs for repair and/or replacement shall be borne by the Contractor.
In lieu of conflicting provisions of Section 5-1.36, “Property and Facility Preservation”, full compensation for conforming to the above requirements or for delay or inconvenience to the Contractor's operations by reason of his conformance with such requirements, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

22. **COOPERATION**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces. The Contractor shall permit such forces passage through the work to transport materials and equipment to the site of their operations.

When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

Contractor's shall comply with the requirements of “Cooperation”, which shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

23. **EXISTING 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.

24. **CLEAN-UP**

The Contractor shall comply with Section 22, “Finishing Roadway” of the Standard Specifications and shall clean up the job site prior to acceptance of the work. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance to the satisfaction of the Engineer. Any damage to paint work, caused from spillage, or splattering from prime coating, paving or seal coating operations shall be corrected to the satisfaction of the Engineer.
Full compensation for job site clean-up shall be considered as included in the contract price paid for the various items of work and no additional compensation will be made therefor.

25. MATERIALS

Attention is directed to Section 6, “Control of Materials,” of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all materials as described in the items of work or as otherwise required to complete the work under this contract.

A. Weighing and Measuring Devices

The Contractor and/or suppliers shall bear the expense of all service fees for testing and approving of commercial and non-commercial weighing, measuring, and metering devices. The cost of the equipment, labor, and materials furnished by the Contractor to assist in the testing of the weighing, measuring or metering devices will be considered as included in the contract prices paid for the various items of work requiring said weighing, measuring, or metering and no separate payment will be made therefore.

B. 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 the mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining 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.

C. Pre-qualified & Tested Signing & Delineation Materials

The California Department of Transportation maintains a list of Pre-qualified and Tested Signing and Delineation materials. All signing and delineation materials shall comply with the California Department of Transportation pre-qualified and tested signing and delineation materials list found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/

Select the “Signing Delineation Materials” link from the web page above to obtain the list of approved products.

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

Note: For questions regarding this listing contact the:
Division of Signs & Delineation, Traffic Operations, (916) 654-5869 or Transportation Laboratory, (916) 227-7289, 8-498-7289

26. ITEMS OF WORK

I. GENERAL

Payment for the various items of the Bid Schedule(s), as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety. No separate payment will be made for any item of work that is not specifically set forth in the Bid Schedule(s), and all costs therefore shall be included in the prices named in the Bid Schedule(s) for the various appurtenant items of work.

Any and all items and/or work shown on the Drawings or indicated in the Contract Documents and not included in a description of a specific bid item shall be included by the Bidder in one or more appurtenant bid items. This includes, but is not limited to, such items as: scheduling and coordination; dust, debris, and noise control; protection of curing materials; replacement of damaged improvements and materials, provision of all safety requirements; and all work and materials required to provide public convenience and safety, such as flaggers, barricades, lights, vehicular detours, and pedestrian access walkways.

II. DESCRIPTION, MEASUREMENT, AND PAYMENT

1) Mobilization

Mobilization and set up of project site shall conform to Public Contract Code Section 10104 and these Special Provisions.

Determination of stockpile sites and construction zone will be considered part of mobilization. The sites for stockpiling materials shall be clean and free of objectionable materials and shall be located outside the street right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If on private property, a written agreement shall be provided to the Engineer prior to commencing operations. The Contractor shall also be responsible for any required permitting, including temporary use permits, if required. In terms of payments, actual stockpiling of materials shall be considered in the various bid items for surface treatments. In this regard, the Contractor shall clean up the stock pile areas prior to acceptance of the work. All spoils and debris of any nature shall be removed and the entire site shall be left in a clean, workmanlike appearance to the satisfaction of the Engineer. For purposes of this contract the construction zone is defined to be the stockpile area, the area to be sealed, and all streets and public rights-of-way in between.
Full compensation for scheduling and mobilizing all the various phases of work, including rescheduling and re-mobilizing operations as necessary to provide adequate public notification, as indicated for work sequence and notification in the Standard Specifications and these Special Provisions and as determined by the Engineer, shall be considered as included in the lump sum price paid for the item “Mobilization,” and no additional compensation will be allowed therefore.

2) Traffic Control

Traffic Control shall conform to Sections 7-1.03, “Public Convenience,” 7-1.04, “Public Safety,” and Section 12, “Temporary Traffic Control,” of the Standard Specifications 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, “Public Safety”.

Section 12-1.03, “Flagging Costs” of the Standard Specifications shall not apply. Costs for Flagging shall be included in the item Traffic Control, and no additional payment will be allowed.

Contractor’s attention is further directed to Section 12-3.13, “Impact Attenuator Vehicle,” of the Standard Specifications. This section is an amendment to the original Standard Specifications Dated 2010.

The Contractor shall maintain access for through traffic during operations with traffic control measures as indicated in the above sections of the Standard Specifications, except where it is otherwise specified in these Special Provisions or determined necessary and approved by the Engineer to intermittently close sections of the roadway to traffic for various safety issues and construction operations. The Contractor shall submit to the Engineer for approval a Traffic Control Plan detailing the necessary signing, delineation, and safety measures required per the applicable provisions of the “Work Area Traffic Control Handbook,” California State Traffic Manual of Traffic Controls for Construction and Maintenance Work Zones (2016); the “California Manual on Uniform Traffic Control Devices for Streets and Highways” (FHWA 2014 edition, as amended for use in California), and these Special Provisions. The Contractor shall submit the Traffic Control Plans to the Engineer for approval at the pre-construction conference and whenever changes are proposed. The Contractor shall include a schedule of all streets and facilities to be affected along with the Contractor’s proposed public notification with proposed times, dates, and lengths of road closures. The Contractor shall strictly adhere to the approved Traffic Control Plan and any changes therein. These plans shall be considered as included in the contract lump sum price paid for the item “Traffic Control” and no additional compensation will be allowed therefore.

In addition to the existing warning and directional signs, the Contractor shall furnish the required construction signs, posts, mounting hardware, and erect, within or adjacent to the limits of work, such construction supplemental warning and directional signs necessary or as otherwise ordered by the Engineer. After installation, the Contractor shall maintain the existing signs as necessary until the completion of the work.

Contractor shall install County furnish SB1 Project information signs. Contractor shall make arrangements to pick up the signs from the Butte County Public Works Maintenance Facility located at 7 County Center Drive, Oroville, CA. Contractor shall provide posts and mounting
SPECIAL PROVISIONS

hardware. At project completion the Contractor shall remove the SB 1 Project Information signs and return to the Butte County Public Works Maintenance Facility in Oroville.

a) Traffic Control System for Lane Closure

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, “Temporary Traffic Control,” of the Standard Specifications. Contractor’s further attention is directed to Section 12-5, “Traffic Control System for Lane Closure” of the Standard Specifications. This section is an amendment to the original Standard Specifications Dated 2010.

Impact Attenuator Vehicles for use closures shall comply with Section 12-3.13, “Impact Attenuator Vehicle”, and the latest approved California Department of Transportation Authorized Materials List for Highway Safety Features. This latest approved list can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/.

Select the “Highway Safety Features” link from the web page above to obtain the list of approved Impact Attenuator Vehicle products.

Road and lane closures are allowed only during predetermined “working hours,” as approved by the Engineer and as necessary to complete work operations such that all lanes shall be re-opened to traffic as specified below when it is determined safe and satisfactory to do so at the conclusion of daily operations, per the approval of the Engineer. Any extended working hours required by the Contractor shall be approved by the Engineer. Within the “Contractor Daily Working Hours,” specified herein, the Contractor shall place or remove the necessary traffic barricades, move equipment either on or off the job site, perform all resurfacing operations, including necessary rolling, curing, and placing temporary traffic markers prior to opening the roadway to traffic.

Contractor Daily Working Hours

The Contractor shall restrict his work hours on all Project related work from 7 a.m. to 5 p.m. daily, Monday through Friday unless otherwise approved by the Engineer. The restriction shall include all associated move on, set up, equipment and material delivery, and other project activities not strictly related to the daily progress of the project, unless otherwise requested and approved in writing by the Engineer. Failure to open the roadway Monday through Friday within the specified working hours shall result in a deduct to the Contractor of $800.00 per hour or portion thereof for every hour the Contractor fails to open the roadway.

Saturday and Sunday work shall be made 48 hours in advance. Within the “Contractor Daily Working Hours,” specified herein, the Contractor shall place or remove the necessary traffic barricades, channelizers, crash cushion modules and move equipment either on or off the job site, perform all surface treatment operations, including necessary rolling, curing, and placing temporary traffic markers prior to opening the roadway to traffic. Failure to open the roadway Saturday and Sunday within the specified working hours shall result in a deduct to the Contractor of $800.00 per hour or portion thereof for every hour the Contractor fails to open the roadway.
Construction operations shall be performed in such a manner that there will be at least one 11-foot wide lane open to public traffic at times of allowable traffic flow. By 5:00 P.M. each work day and when construction operations are suspended, a passageway shall be maintained through the work of sufficient width to provide for a minimum of two 11-foot-wide traffic lanes for public traffic. Where determined necessary and approved by the Engineer to intermittently close sections of the roadway to traffic for short intervals of time for various unanticipated safety issues or approved construction operations, the Contractor shall provide adequate warning, as approved by the Engineer. Long term closure of the roadway would require pre-approved noticing and detour route signing placed in advance of the closure. Typically, long term closure would only be contemplated in the event of an emergency and would require prior approval by the Engineer.

b) Temporary Laneline and Centerline Delineation

The Contractor shall install and maintain portable deliniators and stop bars following the removal of existing striping to until the roadway surface is ready for permanent striping and raised pavement markers to be installed and per the provisions under “temporary laneline and centerline delineation” included elsewhere in these Special Provisions.

Whenever the existing roadway striping is obliterated, covered, or obscured, the minimum laneline and centerline delineation to be provided shall consist entirely of temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer and shall be placed to maintain roadway centerline, laneline, and other traffic markings immediately following removal of the existing striping and prior to opening roadways.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer’s instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place temporary pavement markers.

Temporary reflective raised pavement markers shall be one of temporary pavement markers listed for short term day/night use (14 days or less) in “Prequalified and Tested Signing and Delineation Materials,” mentioned elsewhere in these Special Provisions, or as approved by the Engineer.

It shall be the Contractor’s responsibility to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers, channelizers, changeable message signs (CMS), and other such safety devices, as required, shall be placed and maintained during the progress of the construction work until the project is completed. Whenever required, flagmen shall be provided by the Contractor to control traffic. The Contractor shall maintain business and property accesses as practicable as possible.

At least one week prior to the beginning of any operations that will create traffic delays or affect access to adjacent streets, homes, businesses, or utilities, the Contractor shall install two (2) portable changeable message signs (CMS) as specified in the approved Traffic Control Plan, or as directed by the Engineer. Each CMS shall state the dates of anticipated construction to notify and
warn the public of impending work. Signs shall comply with Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications.

The Contractor shall provide adequate and continuous ingress and egress for vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to a practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities as approved by the Engineer. As the work progresses, the Contractor shall relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need, the Contractor shall remove all temporary traffic routing devices and facilities from the work site.

This item shall include providing and submitting a traffic control plan to the Department for approval, altering the traffic control measures as necessary throughout the construction process, furnish 2 changeable message signs, furnishing all flagging, pilot vehicles, the installation and removal of temporary signs, and any other ancillary labor, materials, tools, and equipment necessary to fulfill the requirements of the approved traffic control plan, these Special Provisions, or as directed by the Engineer.

The contract price paid per lump sum for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Traffic Control, complete, in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

3) Develop Water Supply

Develop Water Supply shall conform to the provisions in Section 14, “Environmental Stewardship,” and Section 17, “Watering” of the Standard Specifications and these Special Provisions.

Full compensation for applying water, including the provision of a stand-by water truck on site, when required, will be considered as included in the prices paid for the various contract items requiring water and no separate payment will be made.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing a sufficient supply of water, including contracts with water districts for the supply of water, and the quantity of water used in performance of the work, including applying water for dust control, will be considered as included in the lump sum price paid for the item “Develop Water Supply” and no additional compensation will be allowed therefore.

4) Clearing and Grubbing:

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions. Clearing limits shall be as determined by the Engineer.
Clearing and grubbing shall also include, but not be limited to: removal and disposal of existing vegetation and debris from roadway; removing and disposing of existing raised pavement markers and adhesive; removing and disposing of existing pavement markings and striping prior to placing surface treatments; grading and preparing shoulders; and finishing affected driveways before and after construction, as shown on the plans and as determined by the Engineer.

Unless otherwise stated on the plans or in these Special Provisions, all clearing and grubbing items shall become the property of the Contractor and be disposed of outside the highway right of way.

Nothing herein shall be construed as relieving the contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, “Clean Up,” of the Standard Specifications.

The contract price paid per lump sum for Clearing and Grubbing shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals, and for doing all of the work involved in Clearing and Grubbing, complete, in place, as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

5) Water Pollution Control

This work includes developing and implementing a Water Pollution Control Program. Water pollution control work shall conform to the provisions in Section 13, “Water Pollution Control,” of the Standard Specifications, and these Special Provisions.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the County as a result of the Contractor’s failure to comply with the provisions in this section for “Water Pollution Control” including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and Local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies, or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, permits, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the County may retain money due the Contractor under the contract, in an amount determined by the County, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of the Manuals, or Federal or State law, regulations, permits, or requirements. Funds may be retained by the County until final disposition has been made as to the Penalties. The Contractor shall remain...
liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section for "Water Pollution Control," shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When the County or a regulatory agency identifies a failure to comply with the Manuals, or other federal, State or local requirements, the County may retain money due the Contractor, subject to the following:

a) The County will give the Contractor a 30 day notice of the County's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

b) No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications.

c) If the County has retained funds, and it is subsequently determined that the County is not subject to the entire amount of the costs and liabilities assessed or proposed in connection with the matter for which the retention was made, the County shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section for "Water Pollution Control," the County may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the County shall provide copies of correspondence, notices of violations, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

The County does not pay for water pollution control practices at Contractor-support facilities and non-commercially operated borrow or disposal sites.

Submittals

Water Pollution Control (WPC) submittals shall be included in Water Pollution Control, and comply with Section 13-2.01B, “Submittals” of the Standard Specifications and these Special Provisions.
The contract price paid per lump sum for Water Pollution Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Water Pollution Control, complete, in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and directed by the Engineer.

The County will not pay for implementation of WPC practices in areas outside the highway right of way not specifically provided for in the drawings, WPCP, or these Special Provisions.

The County will not pay for WPC practices installed at the Contractor’s construction support facilities.

WPC practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

6) **Job Site Management**

Job Site Management shall comply with Section 13, “Water Pollution Control,” and Section 14, “Environmental Stewardship” of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these Special Provisions for reference to terms, documents, and manuals utilized in preparing Water Pollution Control.

The contract lump sum price paid for Job Site Management shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in performing waste management and hazardous materials pollution control practices and doing all the work involved in responsibly overseeing the construction site management as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, including payment of any permitting fees applicable to the Contractor, as specified in the Standard Specifications and these Special Provisions, the Central Valley Region Office of the California Regional Water Quality Control Board, and as directed by the Engineer.

7) **Street Sweeping**

This work includes street sweeping using machine-operated sweepers.

Street sweeping must comply with the specifications for sweeping in the Section titled, "Construction Site Management," of these special provisions except a machine-operated sweeper must be used.

Street sweeping does not void specifications for main residue collection included in other work activities.

The WPCP must describe and include the use of street sweeping as a water pollution control practice for sediment control and tracking control.
At least 5 business days before you start cold milling or other activities with the potential for tracking sediment or debris, submit:

a) Number of machine-operated sweepers described in the WPCP
b) Type of sweeper technology

Machine-operated sweepers must use one of the following technologies:

a) Mechanical sweeper followed by a vacuum-assisted sweeper
b) Vacuum-assisted dry (waterless) sweeper
c) Regenerative-air sweeper

At least 1 machine-operated sweeper must be on the job site at all times when street sweeping work is required. The sweeper must be in good working order.

The contract lump sum price paid for Street Sweeping includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

8) **Pavement Conform Grinding**

Pavement Conform grinding shall be done in accordance with Section 15-2, “Miscellaneous Facilities” of the Standard Specification and these special provisions and shall refer to Cold Planing Asphalt Concrete Pavement, unless otherwise noted.

Pavement grinding performed at the project conforms shall consist of grinding off the existing surface layer of asphalt concrete at the hot mix asphalt concrete leveling course limits or as marked in the field of that portion of roadway where HMA is to be placed.

Do not use a heating device to soften the pavement

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
   2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
   2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.
Replace broken, missing, or worn machine teeth

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

Schedule cold planing activities to ensure hot mix asphalt (HMA) is placed over cold planed area during the same work shift before opening to uncontrolled traffic. If you cannot place HMA over the entire cold planed area before opening it to traffic:

a) Placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area
b) Compacted by any method that will produce a smooth riding surface
c) Completely removed before placing the permanent surfacing. The removed material shall become the property of the contractor and must be disposed of outside the highway right of way

HMA for temporary tapers must be of the same quality as the HMA used elsewhere on the project or comply with "Minor Hot Mix Asphalt" of these special provisions.

The grinding residue shall be used as shoulder backing material within the project limits.

The contract price paid per lump sum for Pavement Conform Grinding shall include full compensation for furnishing all labor, materials, tools, equipment, hauling and stockpiling grinding residue and incidentals for doing all work involved in grinding the existing pavement as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

9) Paint Binder (Tack Coat)

Paint binder (Tack Coat) shall conform to the provisions in Section 39-1.09C, “Tack Coat,” of the Standard Specifications, these Special Provisions, and shall be Grade SS-1 or SS-1h applied prior to placing the hot mix asphalt leveling course surface, unless otherwise ordered by the Engineer.

Full compensation for furnishing and applying the Tack Coat, as specified in Section 39-1.09C, “Tack Coat,” of the Standard Specifications, shall be included in the contract price paid per ton of “Hot Mix Asphalt (Type A, ½”) Leveling Course” and no additional compensation will be allowed therefore.

10) Hot Mix Asphalt

All reference to Asphalt Concrete shall mean Hot Mix Asphalt (HMA). This item includes producing and placing Hot Mix Asphalt Type A using the ‘Method’ process.

Hot Mix Asphalt shall be Type A, ½ inch grading and shall conform to the provisions in Section 39, "Hot Mix Asphalt," and Section 39-3, “Method Construction Process”, of the Standard Specifications and these Special Provisions.
The grade of paving asphalt shall be PG 64-10 or as determined by the Engineer and shall conform to the provisions of Section 92, "Asphalts," of the Standard Specifications.

The Contractor shall submit a Job Mix Formula (JMF) for approval by the Engineer.

A tack coat shall be required on all existing pavements prior to placing HMA and shall conform to Section 39, “Hot Mix Asphalt,” of the Standard Specifications. Tack coat shall be either asphalt emulsion SS-1h or asphalt emulsions SS-1, and comply with Section 94, “Asphaltic Emulsions” of the Standard Specifications.

The amount of asphalt binder to be mixed with the aggregate shall be as specified in the JMF and approved by the Engineer, and shall conform to the provisions of Section 39, “Hot Mix Asphalt,” and Section 92, "Asphalts," of the Standard Specifications.


Hot mix asphalt surface shall be textured uniformly without depressions, humps and irregularities.

Smoothness specifications shall not apply.

When placing the initial mat of HMA, the end of the screed nearest the centerline, shall be controlled by a sensor activated by a ski device not less than twenty nine feet in length. The opposite end of the screed shall be controlled by an automatic transverse slope device set to produce the cross slope to match the existing slope or as otherwise determined by the Engineer.

When paving contiguously with a previously placed mat, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.02 of a foot tolerance. The opposite end of the screed shall be controlled in the same manner mentioned in the paragraph above.

All paving operations shall be discontinued should the methods and equipment furnished by the Contractor fail to produce a layer of HMA conforming to the requirements in Section 39, “Hot Mix Asphalt,” of the Standard Specifications, these Special Provisions and as determined by the Engineer. Upon approval by the Engineer, the Contractor may resume paving operations following modifications to the existing equipment, procedures or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during any day’s work, the Contractor may use manual control of spreading equipment for the remainder of the day, however, the equipment shall be repaired or replaced with equipment conforming to the requirements in this section before starting another day’s work.

The Contractor shall schedule his paving operations such that each layer of HMA is placed on contiguous lanes along the traveled way. At the end of each work shift, the distance between the ends of the layers of HMA on adjacent lanes shall not be greater than 10 feet nor less than 5 feet. Additional paving shall be placed along the transverse edge at the end of each lane and along the
exposed longitudinal edges between adjacent lanes, hand raked and compacted to form temporary conforms. Kraft paper or other approved bond breaker shall be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

During and after the rolling operations and when ordered by the Engineer, the HMA may be cooled by applying water. Applying water shall conform to the provisions in Section 17, “Watering,” of the Standard Specifications. No layer shall be cooled with water unless ordered or permitted by the Engineer.

The contract price paid per ton for Hot Mix Asphalt (Type A, ½”) 0.10 Ft. Leveling Course shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Hot Mix Asphalt, complete, in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

11) Asphalitic Emulsion (Fog Seal Coat)

Asphalitic emulsion (fog seal coat) shall be the asphalitic emulsion designation SS-1H and shall conform to Sections 37-2, "Seal Coats," and 94, "Asphalitic Emulsions," of the Standard Specifications and these special provisions.

No adjustment in compensation will be made for any increase or decrease in the quantity of fog seal required, regardless of the reason for such increase or decrease. The provisions in Section 9-1.06B, “Increases of More Than 25 Percent”, and Section 9-1.06C, “Decreases of More Than 25 Percent” shall not apply to this item. The County reserves the right to increase and decrease the quantities in excess of 25%, or eliminate the item in its entirety and no additional compensation will be allowed.

Full compensation for furnishing, trucking, placing, finishing, maintaining and cleanup of materials shall be included in the per ton contract price paid for Asphalitic Emulsion (Fog Seal Coat) and no additional compensation will be allowed therefore.

12) Polymer Modified Asphalitic Emulsion Seal Coat (Medium, 3/8” Max)

Seal coat shall conform to the provisions in Section 37-2 “Seal Coats” of the Standard Specifications and these Special Provisions.

Asphalitic emulsion shall be grade PMCRS2 and conform to Section 37-2.02F, “Polymer Modified Asphalitic Emulsion” and Section 94, “Asphalitic Emulsions” of the Standard Specifications.

The gradation of screenings shall be Medium, 3/8” Max and conform to Section 37-2.02H(3), “Polymer Modified Asphalitic Emulsion Seal Coat” of the Standard Specifications.

Section 37-2.03G(3) shall be modified to read “Do not spread screenings more than 500 feet ahead of the completed initial rolling”.

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SP-25
Full compensation for preparing, furnishing, trucking, placing, finishing, maintaining and cleanup of Polymer Modified Asphaltic Emulsion shall be included in the per square yard price paid for Polymer Modified Asphaltic Emulsion Seal Coat (Medium, 3/8” Max) and no additional compensation will be allowed therefore.

Full compensation for furnishing, trucking, placing, finishing, maintaining and cleanup of Medium, 3/8” Max screenings shall be included in the per square yard price paid for Polymer Modified Asphaltic Emulsion Seal Coat (Medium, 3/8” Max) and no additional compensation will be allowed therefore.

13) **Type II Slurry Seal**

**GENERAL**

Type II Slurry Seal shall conform to the provisions in Section 37-3, “Slurry Seal and Microsurfacing,” of the Standard Specifications and these Special Provisions.

Immediately prior to the slurry operations, the Contractor shall sweep the entire surface with a pickup power broom.

All personnel covers, storm drain inlets, monument covers, and all other utility covers shall be protected from the Contractor’s operations by applying a sheet of plastic, cut to fit, or other methods approved by the Engineer. All traces of plastic, residual emulsion and chips shall be removed from all personnel covers, storm drain inlets, monument covers, and all other utility covers as quickly as possible, after the application of the final surface treatment to be applied to each roadway and prior to final acceptance of the project. All residual surfacing that ends up within storm drain inlets shall be promptly removed following completion of the work and prior to final acceptance of the project. Full compensation for protecting and cleaning these existing facilities shall be included in the contract prices paid for the various items of work and no additional payment shall be made therefore.

**MIX DESIGN**

The mix design shall be submitted 7 days before slurry seal placement commences. The mix design shall conform to Section 37-2.03, “Mix Design,” of the Standard Specifications and these Special provisions.

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project.

**MATERIALS**

The aggregate for slurry seal shall be Type II and shall conform to the provisions in Section 37-3.02, “Materials,” of the Standard Specifications and these Special Provisions.

Polymer modified asphaltic emulsion shall be composed of a bituminous material uniformly emulsified with water and an emulsifying or stabilization agent and shall contain a polymer.
The polymer used in the manufacture of polymer modified asphaltic emulsions shall be at the option of the Contractor, either neoprene, or a copolymer of butadiene and styrene. The polymer used in the polymer modified asphaltic emulsion shall be homogenous and shall be milled into the product at the colloid mill.

The polymer modified asphaltic emulsion shall be Grade PMCQS1h and shall conform to the following requirements:

<table>
<thead>
<tr>
<th>Properties</th>
<th>Type</th>
<th>Cationic</th>
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<tr>
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<td>California Test 401</td>
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Note:
When the test for polymer content of polymer modified asphaltic emulsion is used, see sampling requirements in Section 94-1.03, "Sampling" of the Standard Specifications.

APPLICATION


All incidental work, such as surfacing driveway aprons and returns shall be done concurrently with the surfacing of the street proper. The slurry seal shall be applied to the lip of the gutter. Where a curb exists without gutter, the slurry seal shall be applied to the face of curb when completing a cape seal treatment. If a cape seal treatment is bound by edges where no curb or gutter exists, then
the slurry seal shall be placed from edge of pavement to edge of pavement. The edges of the limits of the slurry seal application on both sides of the street shall be maintained in a neat and uniform line. Slurry seal shall not be applied on concrete gutters or pads unless directed by the Engineer.

The application of the slurry seal shall be applied when the ambient temperature is above fifty (50) degrees Fahrenheit and rising but shall not be applied during unsuitable inclement weather. The slurry seal shall not be placed if the ambient temperature during the twenty four curing period (24) hours is expected to be below thirty-five (35) degrees Fahrenheit. The termination time of application shall be determined by the Engineer. The areas to be slurry shall be applied with a distributor truck to the pavement surface at a rate of 10 to 15 pounds per square yard. The actual slurry application rate shall be determined by the manufacturer’s representative and the Engineer. For cul-de-sacs, turnout pockets, and elbows the application rate may be adjusted down by 10% of the rate established for the main road.

Areas which cannot be reached with the slurry seal machines shall be surfaced using hand squeegees to provide complete and uniform coverage as that maintained by the machine. The area to be handworked shall be lightly dampened prior to placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork. The same type of finish as applied by the spreader box shall be required. Handwork shall be completed concurrently with the machine applying process.

The Contractor shall be responsible for all damage to the slurry seal coat until it cures. All damaged areas shall be patched or the street re-slurried as determined by the Engineer at the Contractor’s expense.

ROLLING

The Contractor shall roll the slurry seal once it has cured enough so as to not pick up on the tires of the roller. All surfaced areas shall be subjected to a minimum of two full coverage passes by a self-propelled 10 ton pneumatic roller equipped with water spray. Tire pressures shall be set at 50 psi.

SWEEPING

After the slurry seal has cured, the Contractor shall perform additional sweeping to remove excess loose material per this section:

The Contractor shall notify the Engineer of its proposed sweeping schedule.

The Contractor shall adjust the sweeping schedule at the discretion of the Engineer should unforeseen circumstances arise.

Within 4 to 7 calendar days after the slurry seal has cured, the Contractor shall perform an initial sweeping operation on all slurry seal areas to remove excess loose material.

Within 10 to 14 calendar days after the slurry seal has cured, the Contractor shall perform a second sweeping operation in those areas of excess raveling as determined by the Engineer.
The Contractor shall also perform additional sweeping operations after the second sweeping as determined necessary by the Engineer. The Contractor shall perform the required additional sweeping operations within 48 hours of receiving the Engineer’s notification.

MEASUREMENT AND PAYMENT

The contract price paid per square yard for the Type II Slurry Seal shall include full compensation for furnishing all labor, materials, equipment, and incidentals, including pre-sweeping, temporary pavement markings, and for doing all the work involved in applying the Type II Slurry Seal, complete in-place, including: cleaning the surface; supplying, transporting, and mixing the materials, applying the slurry to the pavement, and protecting the seal until it has set, sweeping after placement of the slurry seal, as shown on the plans, specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

14) Shoulder Backing

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

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<tr>
<th>Shoulder Backing Grading Requirements</th>
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<td>Sieve Sizes</td>
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<td>2”</td>
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<td>1”</td>
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<tr>
<td>3/4”</td>
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<tr>
<td>No. 4</td>
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<tr>
<td>No. 30</td>
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<tr>
<td>No. 200</td>
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</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Shoulder Backing Quality Requirements Using Non-Reclaimed Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification</td>
</tr>
<tr>
<td>----------------</td>
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<tr>
<td>Sand equivalent</td>
</tr>
</tbody>
</table>
Percentage crushed particles (% min.)

<table>
<thead>
<tr>
<th></th>
<th>205</th>
<th>75</th>
</tr>
</thead>
<tbody>
<tr>
<td>One fractured face</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two fractured faces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Durability index (min.)

|   | 229 | 25  |

Note:

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

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

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass, and debris. Unless otherwise stated on the plans or in these Special Provisions, all clearing and grubbing items shall become the property of the Contractor and be properly disposed of outside the highway right of way.

Shoulder backing material shall be placed, watered, and rolled a minimum of two passes with a steel tired roller weighing not less than 8 tons to form a smooth, compacted surface. Watering shall conform to the provisions in Section 17, “Watering,” of the Standard Specifications.

Shoulder backing material shall not be deposited on new pavement surfacing prior to placing the material in the final position, nor shall the material be deposited onto new pavement surfacing during mixing, watering, and blading operations.

Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain, and remove portable delineators and W8-9 (LOW SHOULDER) signs off of and adjacent to the new pavement surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 500 feet on tangents and 200 feet on curves. W8-9 (LOW SHOULDER) signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 2,000 feet. The portable delineators and W8-9 (LOW SHOULDER) signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

This item shall include placement of the stockpiled grindings, furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs.

The contract price paid per ton for shoulder backing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Shoulder Backing, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.
15) **Thermoplastic Striping and Pavement Markings**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions. This item includes both Yellow and White thermoplastic material.

Existing thermoplastic striping and markings shall be referenced prior to removal or covering for installation after the new roadway surface treatments are placed.

Grinding to eliminate existing conflicting striping shall be paid for in the Item “Clearing & Grubbing.” Removal of yellow striping shall be in conformance with these Special Provisions.

Thermoplastic lettering stencils used in the areas of new paving shall have the same dimensions as the pursuant to those shown in the State of California, Department of Transportation’s Standard Plans, in these Special Provisions, and on the construction drawings, or as otherwise determined by the Engineer. Traffic arrows placed in areas of new paving shall be of the dimensions pursuant to those shown in the State of California, Department of Transportation’s Standard Plans, in these Special Provisions, and on the construction drawings, or as otherwise determined by the Engineer.

Thermoplastic lettering and arrows applied over existing lettering and arrows shall be of the same shape and dimensions as the existing markings.

When applying thermoplastic over existing thermoplastic, a primer, of the type recommended by the manufacturer of the thermoplastic, shall be applied per Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings,” of the Standard Specifications.

For each batch of any material to be used for thermoplastic traffic striping and pavement markings, the Contractor shall submit to the Engineer:

a) Certificate of Compliance under Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications.

b) Department’s Material Engineering and Testing Services notification letter stating that the material is approved for use.

c) Material Safety Data Sheet

All thermoplastic and bead materials shall be produced free of lead, chromium, and arsenic. Thermoplastic material shall conform to the requirements in Section 84-2.02 “Materials” of the Standard Specifications, and these Special Provisions.

Thermoplastic traffic stripe will be measured and paid for in the same manner specified for thermoplastic traffic stripe in Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Standard Specifications.

All single line striping consisting of 4”, 6”, or 8” wide thermoplastic shall be measured by the linear foot. Striping consisting of more than 8” wide will be measured by the square foot.
The contract price paid per linear foot for thermoplastic traffic stripe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including referencing the existing stripe, and for doing all the work involved in applying thermoplastic traffic stripe, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract price paid per square foot for thermoplastic traffic markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including referencing the existing markings, and for doing all the work involved in applying thermoplastic traffic markings, complete in place, including layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer the dimensions pursuant to those shown in the State of California, Department of Transportation’s 2010 Standard Plans.

16) Pavement Markers (Retroreflective)

Retroreflective pavement markers shall conform to the provisions in Section 85, “Pavement Markers,” of the Standard Specifications and these Special Provisions. Certificates of compliance shall be furnished for pavement markers as specified in “Pre-qualified and Tested Signing and Delineation Materials” elsewhere in these Special Provisions.

Pavement markers shall be “3M Series 290” or better. Adhesive shall be “Crafco Hot-Applied Flexible Pavement Marker Adhesive” (Part No. 34270) or better.

During pavement marker placement, traffic control during placement operations shall conform to the requirements of "Traffic Control System For Lane Closure," of these Special Provisions.

The unit price paid for each retroreflective pavement marker shall include full compensation for furnishing all labor, tools, materials, and equipment, and for doing all the work involved in installing the pavement marker, and no additional compensation will be allowed therefore.

III. FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications and these Special Provisions.

Full compensation for finishing roadway shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

IV. REGULATORY AGENCIES, LICENSING, AND PERMITTING:

The Contractor shall conform to the provisions and requirements of the following agencies:

California Regional Water Quality Control Board (CRWQCB) and the NPDES permit, if required.
V. REFERENCED STANDARDS SP-

Except as otherwise indicated, the current editions of the following Specifications and Standards shall apply to the Items of Work of this Section, where applicable:

SSPC Steel Structures Painting Council,
4516 Henry Street, Pittsburgh, PA 15213.

NACE NACE International, the Corrosion Society,
1440 South Creek Drive, Houston, TX 77084.

SSPC Steel Structures Painting Council,
4516 Henry Street, Pittsburgh, PA 15213.

NACE NACE International, the Corrosion Society,
1440 South Creek Drive, Houston, TX 77084.

ASTM American Society for Testing Materials, 100 Barr Harbor Drive,
West Conshohocken, PA 19428-2959.

ANSI/AWWA American Water Works Association,
6666 West Quincy Ave., Denver, CO 80235.

TT-S230 type II Federal Specifications

Occupational Safety and Health Standards:

29 CFR Codes of Federal Regulations Title 29, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.

Part 1926 - Safety and Health Regulations for Construction

EPA - Environmental Protection Agency Standards:

40 CFR - Code of Federal Regulations Title 40, Environmental Protection Agency

Part 50 - National primary and secondary ambient air quality standards

Part 60 - Standards of performance for new stationary sources.

Part 262 - Standards applicable to generators of hazardous waste.

Part 263 - Standards applicable to transporters of hazardous waste.

Part 264 - Standards for owners and operators of hazardous waste treatment, storage, and disposal facilities.
Part 264 - Interim status standards for owners and operators of hazardous waste treatment, storage, and disposal facilities.

Part 268 - Land disposal restrictions.

Part 300 - National Oil and Hazardous Substances Pollution Contingency Plan.

Part 302 - Designation, reportable quantities, and notification.

EPA - Environmental Protection Agency Standard Tests:

Method 1311 - Toxicity Characteristic Leaching Procedure (TCLP).

SW 846 - Test Methods for Evaluating Solid Waste Physical/Chemical Methods
PROPOSAL TO THE DEPARTMENT OF PUBLIC WORKS
COUNTY OF BUTTE

For

Cohasset Area Pavement Maintenance Project

Name of Bidder: ____________________________________________

Business Address: ____________________________________________

City, State, Zip: ____________________________________________

Business Telephone No: _______________________________________

Contractor License No.: _______________________________________

To the Department of Public Works of Butte County:

The work to be done and referred to herein is located within the County of Butte, State of California, on various roads within the community of Cohasset, and shall be constructed in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the “Standard Plans” and the “Standard Specifications” for the State of California, Department of Transportation, dated 2010, the "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished, and the "General Prevailing Wage Rates" of the Department of Industrial Relations or the minimum wage rates for this project as predetermi ned by the Secretary of Labor in the Special Provisions, whichever is the higher rate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, plans and specifications, and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Butte 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 prescribed, and according to the requirements of the Engineer as therein set forth and that he will take in full payment therefore an amount based on the unit prices specified herein below for the various items of work, the total value of said work as estimated herein being

$___________________________ and the following being unit prices bid to wit:

(insert total price)
## BID SCHEDULE
### SCHEDULE OF PRICES FOR
Cohasset Area Pavement Maintenance Project
COUNTY PROJECT No. 533-1720-07

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quanity</th>
<th>Unit of Measure</th>
<th>Item Price In Figures</th>
<th>Total in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1 LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control</td>
<td>1 LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Develop Water Supply</td>
<td>1 LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Clearing and Grubbing</td>
<td>1 LS</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Water Pollution Control</td>
<td>1 LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Job Site Management</td>
<td>1 LS</td>
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<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Street Sweeping</td>
<td>1 LS</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>Pavement Conform Grinding</td>
<td>1 LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Hot Mix Asphalt (Type A, ½”) 0.10 Ft Leveling Course</td>
<td>4,150 TON</td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>Asphalctic Emulsion (Fog Seal Coat)</td>
<td>40 TON</td>
<td></td>
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<td>11</td>
<td>Polymer Modified Asphaltic Emulsion Seal Coat (Medium, 3/8” Max)</td>
<td>231,800 SY</td>
<td></td>
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<tr>
<td>12</td>
<td>Type II Slurry Seal</td>
<td>132,500 SY</td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>Shoulder Backing</td>
<td>1,670 TON</td>
<td></td>
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<tr>
<td>14</td>
<td>4” Thermoplastic Striping</td>
<td>220,000 LF</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15</td>
<td>Thermoplastic Pavement Markings</td>
<td>380 SF</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>16</td>
<td>Pavement Markers (Retro-reflective)</td>
<td>2,775 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(SHOW TOTAL ON PF-1)

**TOTAL**
Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column then the amount set forth in the "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 item price.

As to lump sum items, the amount set forth in the "Total" column shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Department of Public Works, within eight days, not including Sundays and legal holidays, after the bidder has received notice from the County Engineer that the Contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Butte.
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 clause, as required by Executive Orders 10925, 11114, or 11246, and that, 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 60-1.07(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other 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.
The Bidder shall list the name, address, and Contractors State License Board (CSLB) license number of each subcontractor to which the Bidder proposes to subcontract portions of the work, as required to be listed by the provisions in Section 2-1.33C, “Subcontractor List,” of the Standard Specifications and the Special Provisions.

**LIST OF SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Name, Address, and License No. and DIR Public works contractor registration No.</th>
<th>Description of portion of work Subcontracted</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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 the law or a safety regulation?

Yes ____________  No ______________

If the answer is Yes, explain the circumstances in the following space.
NON-COLLUSION AFFIDAVIT

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

To the County of Butte, 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, an 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 or 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.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final appealable 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 Equal Employment Opportunity Certification on page PF-4, the above statement, the Questionnaire on page PF-6 and the Non-Collusion Affidavit are part of the proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of the Equal Employment Opportunity Certification, this Statement, Questionnaire, and Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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 Proposal. Signing this Proposal 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.
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 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 three years.

- does not have a proposed debarment pending; and

- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this certification.
**EXHIBIT 12-B BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

<table>
<thead>
<tr>
<th>Firm Name/Address/ City, State, ZIP</th>
<th>Phone/Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Phone</td>
<td>&lt; $1 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; $5 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; $10 million</td>
<td></td>
<td>YES list DBE #:</td>
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<tr>
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<td></td>
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<td>&gt; $15 million</td>
<td></td>
<td>Age of Firm (Yrs.)</td>
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<tr>
<td>Address</td>
<td>Fax</td>
<td>&lt; $1 million</td>
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<td>NO</td>
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<tr>
<td></td>
<td></td>
<td>&lt; $5 million</td>
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<td>&lt; $15 million</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>&gt; $15 million</td>
<td></td>
<td>Age of Firm (Yrs.)</td>
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<tr>
<td>City State ZIP</td>
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<td>&lt; $1 million</td>
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<tr>
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<td>YES list DBE #:</td>
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<td>&lt; $15 million</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>&gt; $15 million</td>
<td></td>
<td>Age of Firm (Yrs.)</td>
</tr>
</tbody>
</table>

Distribution: 1) Original - Local Agency File
PROPOSAL SIGNATURE PAGE

Accompanying this proposal is__________________________in the amount equal to at least ten percent of total of the bid.

(NOTICE: Insert the words “cash ($_________),” “cashier’s check, “________” certified check,” or “bidder’s bond,” as the case may be.)

The names of all persons interested in the foregoing proposals 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 co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors.
License No.__________________________________________Classification(s)_____________________

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addendum numbers

(Fill in addendum numbers(s) if addenda have been received.)

WARNING - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal 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 proposal 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.

The undersigned hereby certify and declare under penalty of perjury that the foregoing is true and correct

SIGN HERE
__________________________________________
SIGNATURE OF BIDDER

NOTE - If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation: if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership: and if bidder is an individual, his signature shall be placed above. If signature is by an agent other than of an officer of a corporation or a member of a partnership, a power of attorney must be on file with the department prior to opening bids or submitted with the bid; otherwise, the bid will be discarded as irregular and unauthorized.

Business address________________________________________________________

Place of residence____________________________________________________________________

Dated_____________________________________________________________, 20________
BIDDER'S BOND
COUNTY OF BUTTE
DEPARTMENT OF PUBLIC WORKS

Know All Men by These Presents,

That we ____________

__________________________

__________________________

__________________________

as PRINCIPAL, and

__________________________

__________________________

__________________________

as SURETY, are held and firmly bound unto the County of Butte, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County of Butte, Department of Public Works, for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present, in no case shall the liability of the surety hereunder exceeds the sum of $__________

__________________________

THE CONDITION OF THIS OBLIGATION IS SUCH.

That whereas the Principal has submitted the above-mentioned bid to the County of Butte, Department of Public Works, for certain construction specifically described as follows, for which bids are to be opened at:

__________________________ (Insert only, name of city where bids will be opened) ______________________ (Insert date of bid opening)

for

__________________________

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

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

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

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ___ day of ______ 20___

__________________________

__________________________

__________________________

Principal

__________________________

__________________________

__________________________

Surety

__________________________

Address

NOTE - Signatures of those executing for the surety must be properly acknowledged
Cohasset Area Pavement Maintenance Project
County Project No. 533-1720-07
PW File No.:1720-07

COUNTY OF BUTTE
STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

CONTRACT FOR

Cohasset Area Pavement Maintenance Project

THIS AGREEMENT, made and concluded this __________ day of ____________________, Two Thousand and Twenty, between the County of Butte, party of the first part, and _______________________________ Contractor, party of the second part.

ARTICLE I.--Witnesseth, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Department of Public Works, Cohasset Area Pavement Maintenance Project, all in accordance with the Special Provisions, and also in accordance with the Standard Specifications issued by the State of California, Department of Transportation, dated 2010, the Standard Plans issued by the State of California, Department of Transportation, dated 2010, Section 1777.5 of the Labor Code concerning employment of apprenticed, the "Labor Surcharge and Equipment Rental Rates” in effect on the date the work is accomplished and the "General Prevailing Wage Rates" of the State of California, Department of Industrial Relations or the minimum wage rates for this project as predetermined by the Secretary of Labor in these Special Provisions, whichever is the higher rate, which said Special Provisions, Standard Plans, Standard Specifications, labor surcharge, equipment rental rates and wage rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is detailed in these Special Provisions and shown upon a set of plans entitled: "County of Butte, Department of Public Works, Cohasset Area Pavement Maintenance Project, County Project No. “533-1720-07” and which Special Provisions and set of plans are hereby made a part of this contract.

ARTICLE II.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Butte and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them to wit:
### Cohasset Area Pavement Maintenance Project

**County Project No. 533-1720-07**

**PW File No.:** 1720-07

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated QUANTITY</th>
<th>Unit of Measure</th>
<th>Item Price In Figures</th>
<th>Total in Figures</th>
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<tr>
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<td>Mobilization</td>
<td>1</td>
<td>LS</td>
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<td>Traffic Control</td>
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<td>3</td>
<td>Develop Water Supply</td>
<td>1</td>
<td>LS</td>
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<td>4</td>
<td>Clearing and Grubbing</td>
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<td>LS</td>
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<td>Water Pollution Control</td>
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<td>6</td>
<td>Job Site Management</td>
<td>1</td>
<td>LS</td>
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<td></td>
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<td>7</td>
<td>Street Sweeping</td>
<td>1</td>
<td>LS</td>
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<td>8</td>
<td>Pavement Conform Grinding</td>
<td>1</td>
<td>LS</td>
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<td>9</td>
<td>Hot Mix Asphalt (Type A, ½”) 0.10 Ft. Leveling Course</td>
<td>4,150</td>
<td>TON</td>
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<td>10</td>
<td>Asphalitic Emulsion (Fog Seal Coat)</td>
<td>40</td>
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<td>11</td>
<td>Polymer Modified Asphalitic Emulsion Seal Coat (Medium, 3/8” Max)</td>
<td>231,800</td>
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<td>Type II Slurry Seal</td>
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<td>13</td>
<td>Shoulder Backing</td>
<td>1,670</td>
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<td>14</td>
<td>4” Thermoplastic Striping</td>
<td>220,000</td>
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<td>15</td>
<td>Thermoplastic Pavement Markings</td>
<td>380</td>
<td>SF</td>
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<td>16</td>
<td>Pavement Markers (Retro-reflective)</td>
<td>2,775</td>
<td>EA</td>
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</tbody>
</table>

**TOTAL**
ARTICLE III.--The said party of the first part hereby promises and agrees with the said contractor to employ, and does hereby employ, the said contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns performance of the covenants herein contained.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI.--The statement of prevailing wages appearing in the General Prevailing Wage Rates, the labor surcharge and Equipment Rental Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

COUNTY OF BUTTE

APPROVED AS TO FISCAL AND BUDGETARY CONTROL

_________________________
Public Works Contract Review
Dated: _________________

APPROVED AS TO FORM

County Counsel
Dated: _________________

PUBLIC WORKS

_______________________
Dennis Schmidt, Director of Public Works
RCE C55165 (Lic. Expires 3/31/2020)
Dated: _________________

CONTRACTOR

By: _____________________
Title: _____________________
Date: _____________________
APPENDIX

1. Cohasset Road Typical Section PM 0.00 to 6.5 A-1
2. Cohasset Road Typical Section PM 6.5 to 11.6 A-2
3. Cohasset Road Typical Section PM 11.6 to 12.9 A-3
4. Rock Creek Road Typical Section A-4
5. Rock Creek Drive Typical Section A-5
6. Sycamore Valley Road Typical Section A-6
7. Vilas Road Typical Section A-7
8. Harvey Road Typical Section A-8
9. Thermoplastic Striping Detail Summary A-9
10. Thermoplastic Marking Summary A-10
11. Construction Area Sign Locations A-11
Notes:

1. Contractor shall reference all existing features for the purpose of seal coat and striping to original locations.
2. Contractor shall reference the existence and location of all utilities and call USA North 2 days in advance of excavation. 800-227-2600
3. Contractor shall possess a class 'A' license or combination of classes required by the items of work.
Notes:

1. Contractor shall reference all existing features for the purpose of seal coat and striping to original locations.
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Notes:

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2. Contractor shall reference the existence and location of all utilities and call USA North 2 days in advance of excavation. 800-227-2600
3. Contractor shall possess a Class 'A' license or combination of classes required by the items of work.
NOTES:

1. CONTRACTOR SHALL REFERENCE ALL EXISTING FEATURES FOR THE PURPOSE OF SEAL COAT AND STRIPING TO ORIGINAL LOCATIONS.
2. CONTRACTOR SHALL REFERENCE THE EXISTENCE AND LOCATION OF ALL UTILITIES AND CALL USA NORTH 2 DAYS IN ADVANCE OF EXCAVATION. 800-227-2600
3. CONTRACTOR SHALL POSSESS A CLASS ‘A’ LICENSE OR COMBINATION OF CLASSES REQUIRED BY THE ITEMS OF WORK.
Notes:

1. Contractor shall reference all existing features for the purpose of seal coat and striping to original locations.
2. Contractor shall reference the existence and location of all utilities and call USA North 2 days in advance of excavation. 800-227-2600
3. Contractor shall possess a Class ‘A’ license or combination of classes required by the items of work.
Notes:

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3. Contractor shall possess a class 'A' license or combination of classes required by the items of work.
TYPICAL STREET SECTION - N.T.S
PM 0.0 TO PM 1.5

Notes:

1. Contractor shall reference all existing features for the purpose of seal coat and striping to original locations.
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3. Contractor shall possess a Class 'A' license or combination of classes required by the items of work.
Notes:

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3. Contractor shall possess a Class 'A' license or combination of classes required by the items of work.
APPENDIX

Striping Detail Summary

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Detail 1</th>
<th>Detail 2</th>
<th>Detail 15</th>
<th>Detail 16</th>
<th>Detail 21</th>
<th>Detail 22</th>
<th>Detail 29</th>
<th>Detail 38</th>
<th>Detail 27B</th>
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<tr>
<td>Cohasset Rd</td>
<td>3,087</td>
<td>1,732</td>
<td>5,336</td>
<td>2,499</td>
<td>25,497</td>
<td>29,148</td>
<td>1,068</td>
<td>150</td>
<td>68,880</td>
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<tr>
<td>Harvey Rd</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rock Creek Rd</td>
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<td></td>
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<td></td>
<td></td>
<td>250</td>
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<td>Rock Creek Dr.</td>
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<td></td>
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<tr>
<td>Sycamore Valley Rd</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Vilas Rd</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8,000</td>
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<tr>
<td>Totals</td>
<td>3,087</td>
<td>1,732</td>
<td>5,336</td>
<td>2,499</td>
<td>33,747</td>
<td>29,148</td>
<td>1,068</td>
<td>150</td>
<td>68,880</td>
</tr>
</tbody>
</table>

Striping Details are shown in Linear Feet

Striping details are per the Caltrans 2010 Standard Plans

Detail 38 measured and paid for as two 4-inch stripes

Quantities shown are for estimating purposes only, payment quantities shall be field measured by the Engineer.

Cohasset Area Pavement Maintenance Project
County Project No. 533-1720-07
APPENDIX

Thermoplastic Marking Summary

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Type III Arrow 42 SF</th>
<th>Stop 22 SF</th>
<th>Ahead 31 SF</th>
<th>Stop Bar 35 SF</th>
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<tbody>
<tr>
<td>Cohasset Rd</td>
<td>42</td>
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<tr>
<td>Harvey Rd</td>
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<td>Rock Creek Rd</td>
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<tr>
<td>Rock Creek Dr.</td>
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<td>Sycamore Valley Rd</td>
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<td>Vilas Rd</td>
<td>66</td>
<td>31</td>
<td>70</td>
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</tr>
<tr>
<td><strong>Totals</strong></td>
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<td><strong>132</strong></td>
<td><strong>31</strong></td>
<td><strong>175</strong></td>
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Quantities are based on dimensions shown in the 2010 Caltrans Standard Plans

Quantities shown are for estimating purposes only, payment quantities shall be field measured by the Engineer.

Cohasset Area Pavement Maintenance Project
County Project No. 533-1720-07