

COUNTY OF LAKE
PUBLIC WORKS DEPARTMENT
LAKEPORT, CALIFORNIA

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS
FOR
NICE-LUCERNE CUTOFF
ASPHALT REHABILITATION PROJECT
IN
LAKE COUNTY, CALIFORNIA**

BID NO. 24-16

JANUARY 2024

BID OPENING: 3:00 PM, TUESDAY, FEBRUARY 13th, 2024

Bid Book dated: January 2024

Standard Specifications dated 2023

Project plans dated: January 2024

Standard Plans dated 2023

SPECIAL NOTICES

- See sections 2 and 3 for contractor's registration requirements.
- See section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.
- For work plan for local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, see section 6-1.03B(1).
- The schedules for the submittal of DBE forms have been revised. See section 2-1.33 for the submittal schedules.
- The flagging and temporary traffic control requirements have been revised. See sections 7- 1.03, 7-1.04, and 12.

PROJECT NO.: _____

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons:

CIVIL

COUNTY OF LAKE, STATE OF CALIFORNIA
NICE-LUCERNE CUTOFF
ASPHALT REHABILITATION PROJECT
BID NO. 24-16

TABLE OF CONTENTS

NOTICE TO BIDDERS.....	NTB -1
STANDARD PLANS LIST	SPL-1
SPECIAL PROVISIONS.....	SP-2
DIVISION I GENERAL PROVISIONS.....	SP-2
1 GENERAL	SP-2
2 BIDDING	SP-3
3 CONTRACT AWARD AND EXECUTION	SP-5
4 SCOPE OF WORK.....	SP-7
5 CONTROL OF WORK.....	SP-8
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	SP-9
8 PROSECUTION AND PROGRESS.....	SP-13
9 PAYMENT	SP-13
DIVISION II GENERAL CONSTRUCTION	SP-14
10 GENERAL	SP-15
12 TEMPORARY TRAFFIC CONTROL.....	SP-15
13 WATER POLLUTION CONTROL	SP-21
14 ENVIRONMENTAL STEWARDSHIP	SP-21
15 EXISTING FACILITIES	SP-21
DIVISION V SURFACINGS AND PAVEMENTS.....	SP-23
39 HOT MIX ASPHALT	SP-23

COUNTY OF LAKE
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS

Bids open Tuesday, February 13, 2024

General work description: This project involves a 2" to 2-1/2" mill and fill, followed by traffic striping, pavement markings, and final cleanup. You must perform, place, construct, or install other items and details not mentioned that are required of the plans under the Standard Specifications and Special Provisions.

It is the County's intention to perform construction during the night time in order to minimize the impact to traffic. The work schedule will be Monday through Friday from 9:00 p.m. to 6:00 a.m.

The County will receive sealed bids for **NICE-LUCERNE CUTOFF ASPHALT REHABILITATION FROM HIGHWAY 29 TO 0.27 MILES EAST OF RODMAN SLOUGH BRIDGE**

Bid Number: 24-16

The project bid documents are available at www.questcdn.com. This construction contract is Quest CDN project number eBidDoc # XXXXXXXX. A contractor may view the contract documents at no cost prior to deciding to become a plan holder. To be considered a plan holder for bidding purposes, a contractor must register with QuestCDN.com and purchase the contract documents in digital form at a cost of \$22. Registering as a plan holder is recommended for all prime contractors and subcontractors as plan holders will receive automatic notice of addenda and other contract document updates via Quest CDN. Contact Quest CDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions.

For this project, bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the plan holder list through QuestCDN for bids to be accepted.

Project Bid Documents may be viewed and downloaded at most clearing houses across California; however, you must join Quest CDN and be on the plan holder's list to be eligible to bid.

The Contractor must have either a Class A license or a combination of Class C licenses that make up a majority of the work.

The DBE Contract goal is (10%) ten percent.

Federal-aid project no.: **CRARPL-5914(126)**

For the federal training program, the number of trainees or apprentices is 0.

Bids must be on a unit price basis.

Complete work within 10 working days.

The estimated cost of construction is \$222,919.17.

The County will receive on-line bids until 3:00 p.m. on the bid open date at QuestCDN.com.
Bids received after this time will not be accepted.

Bidders' inquiries should be submitted, in writing, to the Office of the Department of Public Works, County of Lake, 255 North Forbes Street, Lakeport, California, 95453, fax (707)263-7748.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted in writing at least six (6) days before bid opening. After this time, the County will not consider these questions as bid protests.

Submit your bid with bidder's security equal to at least 10 percent of the bid.

You must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>, or from the County's Department of Public Works.

The federal minimum wage rates for this Contract as determined by the United States Secretary of Labor are included in supplemental documents online at the QuestCDN.com website and are available at <http://www.wdol.gov/dba.aspx>.

If the minimum wage rates as determined by the United States Secretary of Labor differs from the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, you and your subcontractors must not pay less than the higher wage rate. The County does not accept lower State wage rates not specifically included in the federal wage determinations. This includes helper, or other classifications based on hours of experience, or any other classification not appearing in the federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by you and your subcontractors, you and your subcontractors must pay not less than the Federal minimum wage rate that most closely approximates the duties of the employees in question.

Successful bidders will attend a pre-construction conference held at the office of the Department of Public Works for the purpose of discussing the scope of work, Contract drawings, specifications, existing conditions, material to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project. You MUST include all major superintendents for the work and major sub-contractors at this conference. You must appoint a superintendent to act as the single point of contact for the duration of the project. In the event a substitution should be made during the project, you will provide this information in writing.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

California Department of Transportation has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to http://www.dot.ca.gov/hq/esc/oe/contractor_info. Additional information is provided in the Excluded Parties List System at <http://www.epls.gov>.

PRELIMINARY QUANTITIES
(NOT TO BE USED FOR BIDDING PURPOSES)

NICE-LUCERNE CUTOFF ASPHALT REHABILITATION

BASE BID

Item No.	Description	Estimated Quantity	Unit of Measure
1	Mobilization	Lump Sum	LS
2	Construction Area Signs	Lump Sum	LS
3	Traffic Control System	Lump Sum	LS
4	Construction Site Management	Lump Sum	LS
5	Construction Staking	Lump Sum	LS
6	Construction Project Funding Signs	2	EA
7	Establish Erosion & sediment BMP's (EX Inlets)	5	EA
8	2" Cold Plane Asphalt Concrete Pavement	3978	SY
9	2.5" Cold Plane Asphalt Concrete Pavement	1756	SY
10	Hot Mix Asphalt (Type A)	764	TON
11	Traffic Stripe – Detail 22 (Paint 2-Coats) w/ Markers	500	LF
12	Traffic Stripe – Detail 25A (Paint 2-Coats) w/Markers	50	LF
13	Traffic Stripe – Detail 27B (Paint 2-Coats)	1,340	LF
14	Traffic Stripe – Detail 29 (Paint 2-Coats) w/ Markers	295	LF
15	Traffic Stripe – Detail 38 (Paint 2-Coats) w/Markers	210	LF
16	Traffic Arrow Type IV (Left) (A24A)	45	SF

ALTERNATE BID

**NON-PARTICIPATING ITEMS
HMA DIKES**

NP-1	Remove and Replace Hot Mix Asphalt Dike (Type A)	625	LF
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PUBLIC WORKS DEPARTMENT

Date: _____

By: _____

Scott De Leon
Public Works Director/
Assistant Purchasing Agent

Standard Plans List

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND	
A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend – Lines and Symbols (Sheet 1 of 5)
A10B	Legend – Lines and Symbols (Sheet 2 of 5)
A10C	Legend – Lines and Symbols (Sheet 3 of 5)
A10D	Legend – Lines and Symbols (Sheet 4 of 5)
A10E	Legend – Lines and Symbols (Sheet 5 of 5)
PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS	
A20A	Pavement Markers and Traffic Lines Typical Details
A20B	Pavement Markers and Traffic Lines Typical Details
A20C	Pavement Markers and Traffic Lines Typical Details
A20D	Pavement Markers and Traffic Lines Typical Details
A24B	Pavement Markings Arrows and Symbols
A24D	Pavement Markings Words
A24E	Pavement Markings Words, Limit and Yield Lines
CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING	
A87B	Hot Mix Asphalt Dikes
TEMPORARY TRAFFIC CONTROL SYSTEMS	
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
T14	Traffic Control System for Ramp Closure

**NICE-LUCERNE CUTOFF
ASPHALT REHABILITATION PROJECT
BID NO. 24-16**

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

Make checks and bonds payable to the County of Lake.

2 BIDDING

2-1.06A General

The County will receive sealed bids until 3:00 p.m. on the bid open date at QuestCDN.com. Bids received after this time will not be accepted.

The *Notice to Bidders and Special Provisions* includes the *Notice to Bidders*, revised standard specifications, and special provisions.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the County or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included on-line at QuestCDN (Pub Contract Code § 7106). Submitting a bid also constitutes signature of the Non-Collusion Affidavit.

The County makes the following supplemental project information available:

Means	Description
Pavement Evaluation Report	Pavement Evaluation and Recommendations

Check with local contractors regarding local site, surface, subsurface and material conditions and variability. Failure to do so will not relieve your obligation to enter into a contract and complete the contemplated work under the Contract Documents.

Examine all of the various parts of these Documents if contemplating the submission of a bid and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, at least six working days prior to BID opening. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. The County is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to:

SP - 3

Special Provisions
Bid No. 24-16

255 North Forbes Street
Lakeport, California 95453-4790
Telephone (707) 263-2341
Fax No. (707) 263-7748

Replace section 2-1.33A with:

Complete forms in the *Bid Book*. Submit the forms with your bid.

All blank spaces in the Bid form must be filled in, in ink, in both words and figures, where required. No changes will be made in the phraseology of the forms. Written amounts will govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Indicate receipt of all addenda.

Any Bid will be deemed nonresponsive if it contains any of the following:

1. omissions, erasures, alterations, or additions of any kind
2. prices uncalled for
3. prices that are obviously unbalanced
4. fails to conform to the conditions of the published Advertisement for Bid in any manner.

If you are:

1. corporation, the legal name of the corporation must be stated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation
2. co-partnership, the true name of the firm must be stated, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership

If the signature is by an agent, or other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of Bids or submitted with the Bid, otherwise the Bid will be considered nonresponsive.

State and local sales and use taxes required by State statutes and laws will be paid by you. Prices quoted in the Bid must include sales tax.

You must satisfy yourself of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS are submitted, you will not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

You may modify your bid on QuestCDN up until the bid opening time deadline without having to first "unsubmit" the bid. Changes to other documents associated with the bid proposal will require the document to be unsubmitted and the corrected form to be resubmitted.

A BID will not be accepted if it modifies the Plans or Specifications or method of work.

Add to the 1st paragraph of section 2-1.10:

A sheet for listing the subcontractors is included in the bid book.

Add to section 2-1.33B:

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

The estimated quantities listed in the Bid are approximate and for the basis of award of Contract. Payment will be made on the measurement of the work actually performed by you. The County reserves the right to increase or decrease the amount of any class of work as may be deemed necessary and as stated in Section 9-1.06.

Replace section 2-1.34 with:

The sample form of Bidder's Bond will be found on the QuestCDN site under each project up for bid.

The County may waive any informalities or minor defects or reject all BIDS. Any BID may be withdrawn prior to the BID opening or authorized postponement date. No BIDDER may withdraw a BID within sixty (60) days after the bid opening date. If the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the BIDDER.

The County may make such investigations necessary to determine your ability to perform the WORK, and you will furnish to the County all requested information and data for this purpose. The County reserves the right to reject any BID if it is determined you are unqualified to carry out the obligations of the Agreement and to complete the work.

Failure to fulfill the requirements of these Contract documents may subject you to a determination of bidder's responsibility if you are the apparent low bidder on future public works contracts.

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

Replace section 3-1.04 with:

Any party with a direct financial interest adversely affected by any alleged bid irregularity at the bid opening may file a PROTEST with the COUNTY based on alleged violations of Federal, State, or local law or ordinance, or alleged bid irregularity.

A protest must:

1. be written,
2. state the specific basis of the appeal,
3. request a determination of the protest issue,
4. be filed no later than 72 hours before the scheduled AWARD OF CONTRACT by COUNTY, as determined by the published agenda of the Board of Supervisors of the County of Lake. Any protest filed after this time will not be considered.

The party filing the protest must transmit a copy of all protest documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the protest appeal concurrently.

The COUNTY will review the protest and make a determination.

The NOTICE TO PROCEED will be issued within ten (10) days of the execution of the Agreement by the COUNTY. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the COUNTY and YOU. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, YOU may terminate the Agreement without further liability on the part of either party.

If the County awards the contract, the award is made to the lowest responsible bidder based on the total of the Base Bid and Additive Alternate Bid One, within 60 days. This period may be subject to extension for such further period as agreed upon in writing between the Department and you. A decision to award Additive Alternate Bid One will be optional at the Owner's discretion and will be awarded to the same party to whom is awarded the Base Bid.

Replace section 3-1.05 with:

The successful bidder must furnish 2 bonds with a corporate surety approved by the County:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The bond forms are in the *Bid Book*.

Attorneys-in-fact who sign BONDS must file with each a certified and effective dated copy of their power of attorney.

File BONDS within ten (10) days from the date when NOTICE OF AWARD is delivered to you.

The NOTICE OF AWARD must be accompanied by the necessary Agreement and BOND forms. Your failure to execute the Agreement may be considered as a default by the County and the BID BOND will become the property of the County.

Within fifteen (15) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by you, the COUNTY will sign the Agreement and return an executed duplicate of the Agreement. Should the COUNTY not execute the Agreement within such period, you may withdraw your signed Agreement with WRITTEN NOTICE. Such notice of withdrawal will be effective upon receipt of the notice by the COUNTY.

Replace section 3-1.11 with:

Complete and deliver to the Engineer a Payee Data Record when requested by the County.

Replace section 3-1.18 with:

The successful bidder must sign the Contract form.

Deliver to the County of Lake, Public Works Department, Courthouse, 255 North Forbes Street, Lakeport, California, 95453:

1. Signed Contract form, including the attached form FHWA-1273
2. Contract bonds
3. Documents identified in section 3-1.07

The County must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Public Contract Code §§ 10181, 10182, and 10183).

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4 SCOPE OF WORK

Replace section 4-1.06B with:

Provide notification in writing promptly and before disturbing affected area for any of the following:

1. subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract
2. unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as included in the work provided for in the contract are encountered at the site

Upon written notification the Engineer will investigate the conditions, and if the Engineer determines the conditions materially differ and cause an increase or decrease in the cost or item required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified. The Engineer will notify you of his determination whether or not an adjustment of the contract is warranted.

You will be allowed 15 days from notification of determination to file a notice of potential claim as allowed under Section 5-1.43, otherwise the Engineer's determination will be deemed to have been accepted by you as correct.

The notice of potential claim must state how your position differs from the Engineer's determination and you must provide any additional information obtained by you, including but not limited to additional geotechnical data. Supplementary information, obtained by you subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

The notice of potential claim must be accompanied by your certification that the following were made in preparation of the bid:

1. review of the contract,
2. review of the " Information Handout,"
3. review of the log of test borings and other records of geotechnical data to the extent they were made available to you prior to the opening of bids,
4. examination of the conditions above ground at the site

No contract adjustment which results in a benefit to you will be allowed unless you provide the required written notice.

No contract adjustment will be allowed under the provisions in Section 4 for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made under the provisions in Section 4-1.05.

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5 CONTROL OF WORK

Add to the end of the 2nd sentence in paragraph 3 of section 5-1.13A:

at <https://www.dir.ca.gov/dlse/debar.html>.

Add to section 5-1.13A:

Your subcontractors will perform the work and supply the materials they are listed for unless you have prior written authorization to perform the work with other forces or obtain the materials from other sources.

Add to section 5-1.20B(1):

STATE OF CALIFORNIA ENCROACHMENT PERMIT

Portions of this project are located within the jurisdiction of the State of California. Before start of work within the State of California's right-of-way or work affecting the State of California facilities, you will be required to obtain an Encroachment Permit at State of California Transportation office:

CALTRANS DISTRICT 1
PERMIT ENGINEER
1656 Union St
P.O. Box 3700
Eureka, CA 95502
(707 445-6385 phone

(707) 445-6317 fax

Caltrans fee exemption may apply. Check with the Caltrans District permits office. Permit may take up to 60 days to receive.

Add to section 5-1.32:

Staging area is available for use within County right of way on the southwest corner of Nice-Lucerne Cutoff and Lakeshore Boulevard. Contractor will not occupy the state right of way for staging purposes.

Replace the 1st paragraph of section 5-1.47 with:

Guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Completion. You must warrant and guarantee for a period of one (1) year from the date of Completion of the project that the completed project is free from all defects due to faulty materials or workmanship, and you will promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will give notice of observed defects with reasonable promptness. Should you fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the County may do so and bill you. Your performance bond remains in effect through the guarantee period.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add after the 1st sentence of the 1st paragraph of section 7-1.02A:

This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

Replace the 2nd paragraph of section 7-1.02K (2) with:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Lake address. These wage rates are not included in the Contract Documents. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement. (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K (2):

All labor will be paid at not less than the minimum wage rates established by the State of California's Director of Industrial Relations (State Wage Rates).

Replace the 4th paragraph of section 7-1.02K (3):

Submit certified payroll to the Engineer.

Delete 5th, 6th, 7th, 8th and 9th paragraphs of section 7-1.02K (3).

Add to section 7-1.03:

You are responsible for contacting local newspapers, radio stations and other appropriate media in sufficient time to provide the public with at least 15 days notice of restricted access in the project area. This notice must specify the dates of restricted access and/or closures. Prior to issuing any public announcement, you will submit proposed announcement for approval.

Replace the first sentence of paragraph 26 of section 7-1.04:

Do not reduce an open traffic lane width to less than 10 feet, unless shown.

Add to section 7-1.04:

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

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

Add before the 1st paragraph of section 7-1.05A:

You must indemnify and hold harmless the County, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorneys' fees, arising out of or in connection with your performance of this Contract for:

1. injuries to or death of any person or persons, including your employees, and
2. injuries to or destruction of property, including the loss of use

provided that any such claim, lawsuit, action, liability, damage, loss, expense or cost is caused in whole or in part by any negligent or intentional act or omission from you, your subcontractor, anyone directly or indirectly employed by you, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning:

The County of Lake

including their officers, directors, employees, agents, and design professionals.

Your obligations under section 7 will survive the termination of the Agreement.

Replace sections 7-1.06B through 7-1.06I with:

Obtain insurance and submit all certificates of insurance to the County for acceptance prior to commencing work. The certificates of insurance must contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to County, or ten (10) days notice if cancellation is due to nonpayment of premium.

Do not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

Any violation of the requirements of section 7 constitutes a material breach of the entire Agreement. Certificates evidencing the issuance of the following insurance must be filed with the COUNTY within ten (10) days after the date of execution of this Agreement by you and before the

start of work:

(A) Workers' Compensation Insurance and Employer's Liability Insurance

You and your subcontractors must obtain and maintain for all employees engaged in the work. Provide Employer's Liability Insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence.

(B) Commercial General Liability (Form CG 20 10 11 85).

You must obtain and maintain for yourself and all your employees during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury and property damage in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence and if the policy includes an aggregate limit, the aggregate limit must be at least Two Million dollars (\$2,000,000) for the following coverage:

1. Personal injury
2. Broad form property damage
3. Explosion, Collapse, and underground hazards
4. Premises, operations, and mobile equipment
5. Products and completed operations
6. Blanket contractual liability

(C) Automobile Liability Insurance

Carry Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned automobiles used in connection with your business in an amount not less than One Million dollars (\$1,000,000) combined single-limit coverage per occurrence.

(D) Professional Liability Insurance

Carry Professional Liability insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which you, your employees, subcontractors and agents are liable. If said insurance is written on a "claims-made" form, insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Contract.

NOTE: Difference between Commercial General Liability and Professional Liability is General liability is primarily limited to claims for bodily injury, property damage, advertising injury and personal injury while Professional Liability provides protection for the negligent acts and/or errors & omissions that may result in an economic loss. If the answer to any of the following is YES, then Professional Liability is probably needed:

1. Does the work entail brain work or physical work?
2. Is there a risk of failure to provide an adequate level of professional service?
3. Will the contractor be making professional judgment and/or recommendations
4. Is there a risk that the "professional" may fail to practice his art to the standards usual and customary to his profession?

Subcontractors

You must include all subcontractors as insured under the policies or furnish separate certificates and endorsements to the County for approval for each subcontractor. All insurance coverage for subcontractors is subject to each of the requirements in Section 7 and must contain the additional insured endorsements required of you described under Section 7.

(E) Additional Insured Endorsement

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, designated agents, and appointed volunteers must be named as additional insureds and must be added in the form of an endorsement to your insurance on Form CG 20 10 11 85. You must not commence work under this Agreement until Form CG 20 10 11 85 is delivered to County. This provision is not intended to extend to construction contractors contracted by the County to perform the work of improvement.

Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

(F) Other Insurance Provisions

For any claims related to the work performed under this Agreement, your insurance coverage must be primary insurance as to the County, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, designated agents or appointed volunteers must be in excess of your insurance and must not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either you must reduce or eliminate such deductibles or self-insurance retentions as they apply to County or you must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of you under this Agreement must be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts must not be construed to relieve you for liability in excess of such coverage, nor will it preclude the County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of Section 7 will not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, you agree to maintain required coverage for a period of three years after the expiration of this Agreement (Post Agreement Coverage) and any extensions. You must maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon the Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior

You agree to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by you under this Agreement.

AA

Replace section 8-1.04C with:

Start job site activities within 10 calendar days after receiving written instructions to proceed with the work, and will work diligently to complete the project before the expiration of

Do not start job site activities until the Department authorizes or accepts your submittal for:

- Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

- Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

AA

Replace the last paragraph of section 9-1.03 with:

Special Provisions
 Bid No. 24-16

AA

10 GENERAL

Replace section 10-1.03 with:

10-1.03 NIGHT CONSTRUCTION

It is the County's intention to perform construction during the nighttime in order to minimize the impact to traffic. The work schedule will be Monday through Friday from 9:00 p.m. to 6:00 a.m. The entire roadway will be opened to traffic by 6:00 a.m.

There shall be a minimum of 1-traffic lane, not less than 10-feet wide open to the public at all times. Nothing in this section shall be considered as relieving the contractor from the responsibility of compliance with Section 12 TEMPORARY TRAFFIC CONTROL.

AA

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-2 with:

12-2 CONSTRUCTION PROJECT FUNDING SIGNS

12-2.01 General

12-2.01(A) Summary

Section 12-2 includes specifications for placing, installing, maintaining, and removing construction project funding signs.

12-2.01(B) Quality Control and Assurance

Construction project funding signs must be the product of a commercial sign manufacturer.

Construction project funding sign design layout and color should be similar to the sign design attached to these special provisions.

12-2.01(C) Materials

Materials for construction project funding signs must comply with section 56-2 for the type of panel involved.

Temporary sign supports of any type placed within 15 feet from the edge of the traveled way must comply with section 12-3.01 for Category 2 temporary traffic control devices.

Post size and number of posts must be as shown. The Engineer determines the post size and number of posts if the type of signs installation is not shown.

Signposts must be good, sound wood posts. Wood posts must have the breakaway feature shown.

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

12-2.01(D) Construction

Place construction project funding signs outside of the traveled way. Do not block bicycle and pedestrian pathways with construction project funding signs.

With respect to placement of traffic control signs, regulatory, warning, and guide signs have a higher priority than the construction project funding sign.

In no case shall these signs be placed such that it obscure road users' view of other traffic control devices.

Construction project funding signs should be placed where they can be easily identified with the corresponding project.

If the placement of construction project funding signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the construction project funding sign shall be relocated.

Due to public safety concerns, construction project funding signs shall not be allowed at the following locations:

1. On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
2. At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance

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

1. Back braces and blocks for sign panels are not required for signs that do not exceed 48 inches in width or diamond-shaped signs that are not larger than 48 by 48 inches.
2. The height above the edge of traveled way to the bottom of the sign panel must be at least 7 feet.
3. You may install construction project funding signs on above-ground, temporary platform sign supports or on existing lighting standards or other supports if authorized. Do not make holes in the standards to support the sign if installed on existing lighting standards.
4. Post embedment must be 2.5 feet if post holes are backfilled around the posts with PCC produced from commercial-quality aggregates. The concrete must contain at least 295 pounds of cementitious material per cubic yard.

Excavate post holes by hand methods without the use of power equipment. You may use power equipment at locations where you determine subsurface utilities are not present in the area of the proposed post holes if authorized. The post hole diameter must be at least 4 inches greater than the longest cross-sectional dimension of the post if backfilled with PCC.

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

Replace section 12-3.05D with:

12-3.05D Payment

Payment for construction project funding sign is not included in the payment for construction area signs.

12-3.32 PORTABLE CHANGEABLE MESSAGE SIGNS
Add to section 12-3.32B:

12-3.32B Materials

A PCMS must be permanently mounted on a trailer, truck bed, or truck cab under the manufacturer's instructions. The PCMS must be securely mounted on the support vehicle such that it remains attached during any impact to the vehicle. If it is mounted on a trailer, the trailer must be capable of being leveled and plumbed.

A minimum of 3 feet of retroreflective material must be permanently affixed on all 4 sides of the trailer. The retroreflective material need not be continuous but must be visible on the same plane.

The sign panel must be capable of displaying a 3-line message with at least 7 characters per line. The characters must be at least 18 inches in height where the usable shoulder area is at least 15 feet wide. To prevent encroachment onto the traveled way where the usable shoulder area is less than 15 feet wide, you may use a smaller message panel with at least 12-inch-high characters.

The characters on a sign panel may be 10 inches in height if:

1. PCMS is mounted on a service patrol truck or other incident response vehicle or used for traffic control operations on a highway facility where the posted speed limit is less than 40 mph
2. Message is legible from a distance of at least 650 feet at noon on a cloudless day and during the night by persons with 20/20 vision or vision corrected to 20/20

A matrix sign must provide a complete alphanumeric selection.

The flashing-off time must be adjustable from within the control cabinet.

Replace 12-3.32C with:

12-3.32C Construction

Use a PCMS with characters:

1. At least 18 inches in height where usable shoulder area is 15 feet wide or more
2. At least 12 inches in height where the usable shoulder area is less than 15 feet wide
3. At least 10 inches in height if the PCMS is:
 - 3.1. Mounted on a service patrol truck or incident response vehicle
 - 3.2. Used for traffic control where the posted speed limit is less than 40 mph

Place a PCMS as far from the traveled way as practicable where it is legible to approaching traffic without encroaching on the traveled way. Where the vertical roadway curvature restricts the sight distance of approaching traffic, place the sign on or before the crest of the curvature where it is most visible to the approaching traffic. Where the horizontal roadway curvature restricts the sight distance approaching traffic, place the sign at or before the curve where it is most visible to approaching traffic. Where practicable, place the sign behind the guardrail or temporary barrier system.

Make a taper consisting of 9 traffic cones placed 25 feet apart to delineate the location of a PCMS except where the sign is placed behind guardrail or Type K temporary railing.

If multiple signs are needed, place each sign on the same side of the road at least 1,000 feet apart on freeways and expressways and at least 500 feet apart on other types of highways.

Operate the PCMS under the manufacturer's instructions. Activate the security lockout feature at all times.

Keep the PCMS clean to provide maximum visibility.

When in full operation, the bottom of the sign must be at least 7 feet above the roadway in areas where pedestrians are anticipated and 5 feet above the roadway elsewhere, and the top of the sign must be not more than 14.5 feet above the roadway.

If more than one PCMS is simultaneously visible to traffic, only 1 sign may display a sequential message at any time. Do not use dynamic message displays, such as animations, rapid flashing, dissolving, exploding, scrolling, horizontal movement, or vertical movement of messages. The messages must be centered within each line of the display.

You may use an additional PCMS if more than 2 phrases are needed to display a message.

Display only messages shown or ordered.

Repeat the entire message continuously in not more than 2 phrases of at least 3 seconds per phase. The sum of the display times for both phases must be a maximum of 8 seconds. If more than 2 phrases are needed to display a message, use an additional PCMS.

You must be available by cell phone during activities that require a sign. Be prepared to immediately change the displayed message if ordered. You may operate the sign with a 24-hour timer control or remote control if authorized.

After the initial placement, move a sign from location to location as ordered.

When a PCMS is not in use, move it to an area at least 15 feet from the edge of the traveled way or remove it from the job site away from traffic.

Replace section 12-4.02A(2) with:

12-4.02A (2) Definitions

Construction Zone Enhanced Enforcement Program (COZEEP): Program that provides California Highway Patrol officers to monitor the movement of traffic within the work zone.

Designated Holidays: designated holidays are shown in the following table:

Designated Holidays	
Holiday	Date Observed
New Year's Day	January 1 st
MLK Day	3 rd Monday of January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September

Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Under a 1-way reversing traffic control operation, traffic may be stopped in 1 direction for periods not to exceed 10 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary lane closure is 1 mile.

Not more than 1 stationary lane closures will be allowed in each direction of travel at one time.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be placed as ordered by the Engineer and at least 48 by 48 inches in size. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

A minimum of 1 paved traffic lane not less than 10 feet wide must be open for use by traffic, except as noted on the detour plans.

Chart no. 1 Conventional Highway Lane Requirements																										
County: Lake		Route/Direction: Lakeshore Boulevard															PM: N/A									
Closure limits:																										
From hour to hour		24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays												R	R	R	R	R	R	R	R							
Fridays												R	R	R	R	R	R	R	R							
Saturdays																										
Sundays																										
Legend: R = Provide at least 1 through traffic lane, not less than 10 feet in width, for use by both directions of travel (Reversing Control) = Work allowed within the highway where shoulder or lane closure is not required																										
REMARKS:																										

Replace section 12-5 with:

12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

12-5.01 GENERAL

Traffic control system includes signs.

12-5.02 MATERIALS

Not Used

12-5.03 CONSTRUCTION

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period.

You may store the components at selected central locations designated by the Engineer within the limits of the highway.

You may use a pilot car to control traffic. If a pilot car is used for traffic control, the cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area.

Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

12-5.04 PAYMENT

Traffic control system for lane closure is paid for as traffic control system. Section 12-1.03 does not apply. Flagging costs are included in the payment quantity for traffic control system

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system. Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

A traffic control system required by change order work is paid for as a part of the change order work.

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13 WATER POLLUTION CONTROL

Add to section 13-2.01A:

Soil disturbance is anticipated to be less than 1 acre. The NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, does not apply; however you should minimize stormwater runoff from the project site.

Replace section 13-2.04 with:

Full compensation for preparing a Water Pollution Control Program and implementing, monitoring, inspecting and ensuring compliance with the water pollution and prevention requirements is included in the prices paid for the various Contract items of work and no additional compensation will be paid.

AA

14 ENVIRONMENTAL STEWARDSHIP

Add at the end of the second paragraph of section 14-8.02:

You are still responsible for complying with local ordinances regulating noise.

Noise level requirements apply to all equipment. Unless required by safety laws for the protection of employees use light warnings instead of loud sound signals.

Add to section 14-11.02:

You may continue work in unaffected areas believed to be safe and will immediately cease work in the affected area and report the condition to the Engineer in writing.

All such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the affected area delays the current controlling operation Section 8-1.07 applies.

AA

15 EXISTING FACILITIES

Replace section 15-1.03D with:

15-1.03D Cold Planing Asphalt Concrete Pavement

15-1.03D(1)(a) General

Schedule cold planing activities so that not more than 7 days elapses between the time the pavement is cold planed and the HMA is placed.

15-1.03D(1)(b) Materials

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

15-1.03D(1)(c) Construction

15-1.03D(1)(c)(i) General

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.

15-1.03D(1)(c)(ii) Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

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.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot. Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

15-1.03D(1)(c)(iii) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. 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
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

15-1.03D(1)(c)(iv) Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

Haul and stockpile planed materials at the Upper Lake Road Yard, located at 1275 W. Sate Highway 20, Upper Lake, CA. 95485

15-1.03D(1)(d) Payment

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing is included in the payment for cold plane asphalt concrete pavement of the types shown in the Bid Item List.

Replace section 15-1.03E with:

15-1.03E Remove Delineators

Existing delineators within the project limits must be removed.

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**DIVISION V SURFACINGS AND
PAVEMENTS**

^^

39 HOT MIX ASPHALT

Add to section 39-2.01:

Produce and place HMA Type A under the Method construction process.

Add to section 39-2.01B(3):

Asphalt binder used in HMA Type A must be PG 64-16.

Add to section 39-2.01B(4)(b):

Aggregate used in HMA Type A digouts must comply with the 1/2-inch HMA Type A gradation.

Add to section 39-2.01C:

If you perform half-width paving, at the end of each day's work the distance between the ends of the adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

Before opening a lane to traffic, pave shoulders and median borders adjacent to the lane.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to traffic or within lanes open to traffic.

Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional HMA along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

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