



A Tradition of Stewardship  
A Commitment to Service

**Department of Public Works**

1195 Third Street, Suite 101

Napa, CA 94559-3092

[www.countyofnapa.org/publicworks](http://www.countyofnapa.org/publicworks)

Main: (707) 253-4351

Fax: (707) 253-4627

**Steven E. Lederer**

Director of Public Works

May 8, 2023

Via Email to Plan Holders, Contractors and Builders Exchanges

**RE: DRY CREEK ROAD RECONSTRUCTION PHASE II, RDS 23-17  
-ADDENDUM No. 2**

Dear Prospective Bidders:

Enclosed herein is Addendum number 2 for the above referenced project. Addendum No. 2 forms a part of the contract documents, and modifies OR clarifies the original plans and specifications and shall be acknowledged in the Addendum Acknowledgement page. **All other conditions remain the same.**

**ADDENDUM No. 2 (Total number of pages including this page: 22 Pages)**

1. Replaces the Proposal form
2. Replaces the contract form
3. Replaces specifications pages (52, 58, 62)

**Changes contained in this addendum:**

1. 3,100 feet of ditch cleaning was added to this project.
2. Pavement edge conforming was added to be included with the saw cutting.
3. A clause was added to the FDR payment clause stating that if the contractor performs a area survey that quantity will be accepted if it is greater than the contract amount.

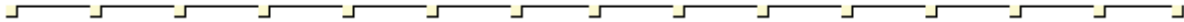
**END ADDENDUM NUMBER 2**

Please complete the Addendum Acknowledgement in the Proposal Form acknowledging receipt of this addendum.

Thank you for your interest in this project. If you have any questions regarding this addendum, please feel free to contact James Reese (James.Reese@countyofnapa.org) at Napa County Public Works, 1195 Third St. Suite 101, Napa, CA 94559, Fax # 707- 253-4627.

***PROPOSAL FORM***  
**(MAY BE DETACHED AND SUBMITTED ALONE)**

**TO THE DIRECTOR OF PUBLIC WORKS  
OF NAPA COUNTY  
NAPA, CALIFORNIA**



**FOR:**

**DRY CREEK RECONSTRUCTION PHASE II  
RDS 23-17**

NAME OF BIDDER \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PLACE OF BUSINESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

LICENSE NUMBER \_\_\_\_\_

DIR REGISTRATION NUMBER<sup>1</sup> \_\_\_\_\_

Location: The work to be done and referred to herein is in Napa County, State of California, more particularly described as follows:

**DRY CREEK RECONSTRUCTION PHASE II  
RDS 23-17**

The undersigned, as bidder, declares that the only person 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, the annexed proposed form of contract, the Plans, Special Provisions and Standard Specifications; and he proposes, and agrees if this proposal is accepted, that he will contract with Napa County, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of payment therefore the following item prices to wit:

<sup>1</sup> Labor Code Sections 1725.5 and 1771.1.

**DRY CREEK RECONSTRUCTION PHASE II**  
**RDS 23-17**

Item No.	Item Description	Units	Qty	Item Price	Total
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Erosion Control	LS	1		
4	Clearing and Grubbing	LS	1		
5	Ditch Cleaning	LF	3,100		
6F	Asphalt removal (3"); Grinding	SY	1,000		
7	HMA TYPE A (1/2") Aggregate 2.5" Lift Dry Creek	TON	1,100		
8F	Full Depth Reclamation	SY	7,500		
9	HMA TYPE A (1/2") Aggregate / Fibers 2.0" Lift Dry Creek	TON	810		
10	HMAC TYPE A (3/4") Patching	TON	180		
11	Sawcut & Conform(Roadway, Driveway)	EA	15		
12	Asphalt Fibers Per Ton of Asphalt	TON	810		
13	Shoulder Backing	LF	3,600		
14F	Crack Sealing	LM	.91		
15	Replace 36" CMP Culvert	LS	1		
16	Rock Slope Protection Class 111, 150 lb., Method B	LS	1		
17	Project Sign Install Bike Lane Road Sign, Post, & Footing W11-1 & W16-1p	EA	2		
18	Project Sign Install Bike Lane Road Sign, Post, & Footing R81 24" x 16" & W31(CA) "END"	EA	1		
19	Project Sign Install Bike Lane Road Sign, Post, & Footing W11-1, W16-1p, & W16-1p "AHEAD"	EA	1		
20	Project Sign Install R81 24" x 16" Sign on 2" Telespar Post	EA	4		
21	CALTRANS A20A, Detail 21: No Passing Zones – Two Direction (Double Yellow) <b>thermoplastic</b> , with Wet Reflective Beading	LS	1		
22	Thermoplastic Bicycle Shared Lane Symbol	EA	4		
23	Thermoplastic: CALTRANS A24C, "BIKE LANE SYMBOL WITH PERSON" Stencil with A24A Bike Lane Arrow	EA	4		

24	Monument Search	EA	5		
25	Monument Recovery	EA	5		

**\*F DENOTES FINAL PAY ITEM**

BASE BID TOTAL: \$ \_\_\_\_

BASE BID TOTAL: (Written Number)

\$ \_\_\_\_\_ /100 DOLLARS

**The low bidder will be the low bidder of the base bid shown above.**

\_\_\_\_\_  
\*Authorized Signature Name Title

\_\_\_\_\_  
\*Authorized Signature Name Title

\* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

Accompanying this proposal in an amount equal to at least ten percent (10%) of the total bid is a:

- Cashier's Check                       Certified Check                       Bidders Bond

[ Note: A personal check is not an acceptable form of security ]

The names of all persons interested in the foregoing proposal as principals are as follows:

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

\_\_\_\_\_

\_\_\_\_\_

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Licensed in accordance with an act providing for the registration of Contractors License No.

\_\_\_\_\_ Expiration Date \_\_\_\_\_ Classification \_\_\_\_\_

\_\_\_\_\_  
Signature of bidder

NOTE; if bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officer 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 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 bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address \_\_\_\_\_

Place of Residence \_\_\_\_\_

Dated \_\_\_\_\_, \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### **The Bid and Determining Low Bidder.**

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Sum of the Base Bid.

The bidder shall set forth for each item of work, in clearly legible figures, as 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 a discrepancy between the item price and the total set forth for the 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 in the case of unit basis items, 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 in accordance with the following:

- 1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- 2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Sum of the Base Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Sum of the Base Bid and shall be used for comparison purposes in determining the lowest bid.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposal, and the right is reserved to the County to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

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 Director of Public Works within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County Engineer that the contract has been awarded to him, the Director 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 Napa County.

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**Form of Bid.**

- (1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Contractors.
- (2) Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.
- (3) Each bid must be completed in ink, typewritten or computer generated, and all changes and/or erasures must be initialed in ink. Each bid must be signed in ink by an authorized representative of the firm.
- (4) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

**Taxes.** Bid prices shall include all applicable federal, state, and local taxes.

**Receipt of Bids.** All bids must be received sealed in an envelope prior to the time specified in the Notice to Proposers or as amended expressly by an addendum. Late bids will not be opened and will not be considered under any circumstances.

**Postponement of Opening.** The County reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice to Proposers.

**Rejection of Proposals.** The County reserves the right to reject any proposals which are incomplete, obscure, or irregular, any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the County; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.

**Relief of Bidders.** Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the County written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

**Bid Protest Procedures.** All protesting bidders must pay a protest fee to Napa County Public Works before the protest is accepted in accordance with the Napa County Fee Policy adopted by the Board of Supervisors and last revised by Resolution 2019-70. The current Bid Protest Fee is \$903.88 as set forth in Part III Fees, Part 140 Public Works, Section 140.015 and Section 140.115(f). Any bid protest must be in writing and received by the County at 1195 Third Street, Napa, CA before 5:00 p.m. no later than five (5) working days following the occurrence giving rise to the protest (the "Bid Protest Deadline") shall be considered pursuant to the procedures set forth in Section 10 of the County Purchasing Manual and must comply with the provisions of that Section and those requirements set forth below:

(1) Only a contractor who has actually submitted a Bid Proposal is eligible to submit a bid protest against another contractor. Subcontractors are not eligible to submit bid protests. A contractor may not rely on the bid protest submitted by another contractor, but must timely pursue its own protest.

(2) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting contractor if different from the protesting contractor.

(3) The party filing the protest shall concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail, by or before the Bid Protest Deadline, to the protested contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested contractor may submit a written response to the protest, provided the response is received by the County before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested contractor if different from the protested contractor.

(5) A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(6) The procedure and time limits set forth in this section are mandatory and are the contractor's sole and exclusive remedy in the event of bid protest. The contractor's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

It is the intention of the County to award a contract, if at all, to the lowest contractor who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine responsibility, the County will weigh any evidence that the contractor has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The County shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.



NONCOLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

"I, \_\_\_\_\_, hereby declare as follows: that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding 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."

I certify and declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(DATE) (PLACE)

\_\_\_\_\_  
SIGNATURE



## ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addendums which are attached to the proposal:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

Pursuant to Section 4100 to 4113 of the Public Contract Code, Section 8-1.01 of the Standard Specifications, and Resolution 74-3 of the Napa County Board of Supervisors, each bidder shall complete and submit this form with his bid in accordance with the following instructions.

1. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractors license number, and the location of the place of business.
2. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.
3. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

Name of Subcontractor	Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)	Subcontractor License Number	DIR Registration Number <sup>1</sup>	Dollar Amount of Work to Be Performed	Location of Business (City and State)

<sup>1</sup>All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the County, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://cadir.secure.force.com/ContractorSearch>

Note: Bid Bonds to be on this form or on a form supplied by a licensed surety insurer

**BIDDERS BOND  
NAPA COUNTY  
STATE OF CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS,

That we \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ as PRINCIPAL, and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto NAPA COUNTY, 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 Napa County Board of Supervisor, 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 presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the Principal has submitted the above mentioned bid to the Board of Supervisors of the County of Napa for the in Napa County, in accordance with the Specifications entitled **DRY CREEK RECONSTRUCTION, RDS 23-17** and the Standard Specifications of the State of California, Department of Transportation, dated, 2018, therefore, heretofore adopted by the Napa County Board of Supervisors.

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, enter into a written contract, in the prescribed form, in accordance with the bid, and files and two bonds with the Clerk of the Board of Supervisors, 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 County and judgment is recovered, the surety shall pay all cost incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

SEALED with our seals and dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal (contractor):

\_\_\_\_\_  
Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_, Attorney in Fact

By: \_\_\_\_\_

**Signatures for Principal and Surety must be acknowledged before a Notary Public**

APPROVED AS TO FORM:  
Napa County Counsel

By: Ryan FitzGerald (e-sign)

Sincerely Yours,  
STEVEN E. LEDERER  
Director of Public Works

By: *James Reese*  
James Reese, P.E.  
Project Engineer

NAPA COUNTY AGREEMENT NO. \_\_\_\_\_

**CONTRACT FOR CONSTRUCTION**

**THIS AGREEMENT**, made and concluded in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR";

**TERMS**

**ARTICLE I.** In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor's own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as **DRY CREEK RECONSTRUCTION PHASE II, RDS 23-17**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications ("Plans") entitled **DRY CREEK RECONSTRUCTION PHASE II, RDS 23-17**, the Bid submitted by Contractor ("Bid Proposal"), the Special Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation ("Standard Specifications"). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

**ARTICLE II.** County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors and assigns, to full performance of the covenants contained herein.

**ARTICLE III.** It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by County.

**ARTICLE IV.** 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 Contract; for all loss and damage, arising out of the nature of such work, 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 Board of Supervisors of the County and for all risks of every description connected with the work; 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, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:



**DRY CREEK RECONSTRUCTION PHASE II**  
**RDS 23-17**

<b>Item No.</b>	<b>Item Description</b>	<b>Units</b>	<b>Qty</b>	<b>Item Price</b>	<b>Total</b>
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Erosion Control	LS	1		
4	Clearing and Grubbing	LS	1		
5	Ditch Cleaning	LF	3,100		
6F	Asphalt removal (3"); Grinding	SY	1,000		
7	HMA TYPE A (1/2") Aggregate 2.5" Lift Dry Creek	TON	1,100		
8F	Full Depth Reclamation	SY	7,500		
9	HMA TYPE A (1/2") Aggregate / Fibers 2.0" Lift Dry Creek	TON	810		
10	HMAC TYPE A (3/4") Patching	TON	180		
11	Sawcut & Conform(Roadway, Driveway)	EA	15		
12	Asphalt Fibers Per Ton of Asphalt	TON	810		
13	Shoulder Backing	LF	3,600		
14F	Crack Sealing	LM	.91		
15	Replace 36" CMP Culvert	LS	1		
16	Rock Slope Protection Class 111, 150 lb., Method B	LS	1		
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21	CALTRANS A20A, Detail 21: No Passing Zones – Two Direction (Double Yellow) <b>thermoplastic</b> , with Wet Reflective Beading	LS	1		
22	Thermoplastic Bicycle Shared Lane Symbol	EA	4		
23	Thermoplastic: CALTRANS A24C, "BIKE LANE SYMBOL WITH PERSON" Stencil with A24A Bike Lane Arrow	EA	4		

24	Monument Search	EA	5		
25	Monument Recovery	EA	5		

**\*F DENOTES FINAL PAY ITEM**

**BASE BID TOTAL: \$\_\_\_**

**BASE BID TOTAL: (Written Number)**

**\$\_\_\_\_\_ /100 DOLLARS**

**The low bidder will be the low bidder of the base bid shown above.**

**IN WITNESS WHEREOF**, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
 BELIA RAMOS, Board of Supervisors

“COUNTY”

By \_\_\_\_\_

By \_\_\_\_\_

“CONTRACTOR”

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u>          County Counsel</p> <p>Date: <u>April 13, 2023</u></p>	<p>APPROVED BY THE          NAPA COUNTY          BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS          Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

- B. Areas shall be cleared and grubbed by removing obstructions, trees, shrubs, grass, and other vegetation.
- C. **Prior to grinding the Contractor shall sweep the entire width of the roadway and trim all vegetation necessary to see and work on the entire roadway width.**
- D. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the Plans to be removed.
- E. Nothing herein shall be construed as relieving the Contractor of his/her responsibility for final cleanup.

#### 1.03 MINOR DEMOLITION AND DEBRIS REMOVAL

- A. Remove any man-made structures to prevent interference with the work outlined within these specifications. Any demolition of unidentified structures by the Contractor not visible and accounted for during the initial bid walk shall be negotiated as extra work, subject to authorization by the Engineer.
- B. Remove incidental debris encountered during vegetation removal and segregate and dispose of debris off-site. Vegetative matter is not debris. Any debris removal that meets any one of the following criteria shall be negotiated as extra work, subject to authorization by the Engineer.
  - 1. Debris that requires special equipment for removal.
  - 2. Hazardous debris that requires special off-site disposal per the County's direction.
- B. Except for materials indicated to remain as the Owner's property, removed vegetation, debris, and other materials are the Contractor's property. Remove materials from site and dispose of in a legal manner.

#### PART 4 MEASUREMENT AND PAYMENT

The contract lump sum price paid for "Clearing and Grubbing" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

The contract lineal foot price paid for "Ditch Cleaning" shall include full compensation for furnishing all labor, materials, tools, equipment, surplus material haul off, and incidentals, and as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

prevent the 12-inch FDR-C process, thicker asphalt may be considered in localized areas.

#### MEASUREMENT AND PAYMENT

- A. The contract square yard price paid for “Full Depth Reclamation” shall be paid for at the contract price per each (SY) which price shall include full compensation for furnishing all labor, materials, tools and equipment, including protecting utilities in place, grinding, excess material off-haul, grading compaction and all other work as shown on the Plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed. **Please note that although this pay item is listed as a Final Pay if the contractor performs a survey and the surveyed quantity is greater than the quantity listed on the contract the contractor will be paid at bid item unit cost for the actual surveyed quantity.**

- B. A tack coat treatment shall be applied to finished surfaces of aggregate and concrete surfaces where HMA will meet and shall be applied per Section 39-2.01C(3)(f), “Tack Coat” of the Standard Specifications.
- C. Total HMA thickness shall be as specified on the Plans.

### 3.03 TAPERED NOTCHED WEDGE

- A. Section 39-2.01C(4)(b) of the Standard Specifications shall be removed.

### 3.04 SHOULDERS, MEDIANS, AND OTHER ROADWAY CONNECTIONS

- A. Add the following to Section 37-2.01C(7) of the Standard Specifications:
  - 1. Pave shoulders and median borders adjacent to the lane before opening a lane to traffic.
  - 2. Place shoulder conform tapers concurrently with the adjacent lane’s paving.
  - 3. 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.

## **PART 4 – MEASUREMENT AND PAYMENT**

- A. The contract unit price for ton of “HMA TYPE A (1/2” Aggregate)” and “HMA TYPE A (3/4” Aggregate)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved (including removing existing asphalt and applying tack coat) as shown on the Plans and as specified in these Technical Specifications, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.
- B. Tack Coat will be included in the cost of “HMA TYPE A (1/2” Aggregate)” and “HMA TYPE A (3/4” Aggregate)” and no additional compensation will be allowed.
- C. The contract per each paid for “Sawcut & Conform” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, as shown on the plans, as specified in the Standard Specifications, these Technical Specifications, and as directed by the Engineer.