AGENDA ITEM NO.



COUNTY OF HUMBOLDT

For the meeting of: July 1, 2014

Date:

June 11, 2014

To:

Board of Supervisors

From:

Thomas K. Mattson, Director of Public Works

Subject:

REDWAY TRANSFER STATION REHABILITATION PROJECT,

CONTRACT NO.: 438002

RECOMMENDATION(S):

That the Board of Supervisors:

- Approve the attached plans and specifications for the Redway Transfer Station Rehabilitation Project,
- Direct the Clerk to advertise the above-mentioned project as required by Section 22037 of the California Public Contract Code with bids to be opened on Tuesday, August 5, 2014 at 2:00 PM.

SOURCE OF FUNDING:

Solid Waste Fund - Redway Transfer Facility Maintenance (3691)

DISCUSSION:

This project will rehabilitate the pavement and drainage facilities at the Redway Transfer Station, which has been used for solid waste services since the 1970s. The property is leased from the State of California and operated by Eel River Disposal Company under a franchise agreement. The existing asphalt pavement will be removed and new aggregate base material installed with geosynthetic reinforcement. The existing

Prepared by Hank Seemann	CAO Approval
REVIEW: Auditor County Counsel Sta Pe	ersonnel Risk Manager Other
TYPE OF ITEM: X Consent Departmental	BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT Upon motion of Supervisor Seconded by Supervisor
Public Hearing Other PREVIOUS ACTION/REFERRAL:	Ayes Nays Abstain Absent
Board Order No	and carried by those members present, the Board hereby approves the recommended action contained in this Board report.
Meeting of:	Dated: By: Kathy Hayes, Clerk of the Board

septic leach field will be decommissioned and the area surfaced with new asphalt paving. This will improve vehicle circulation and expand the equipment staging area. New french drains, drainage swales and asphalt dikes will be installed as well as other drainage, erosion, and pollutant control measures.

FINANCIAL IMPACT:

The requested action does not impact the General Fund, as 100% of the costs are funded through solid waste franchise fees. The Engineer's Estimate for the construction contract is \$344,880, with an additive option of \$38,520 for an additional 0.1-foot thickness of asphalt. Project costs are included in the Fiscal Year 2014/15 budget for Solid Waste (1100438-8998).

This project conforms to the Board of Supervisors' core role of providing for and maintaining infrastructure as identified in the Board's Strategic Framework.

OTHER AGENCY INVOLVEMENT:

California Department of Forestry and Fire Protection County Division of Environmental Health

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could elect not to approve the project; however, the facility is highly used and the pavement is in poor condition. Rehabilitation of pavement has been recommended by the County Division of Environmental Health which is the solid waste local enforcement agency.

ATTACHMENTS:

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS, PROPOSAL AND CONTRACT

FOR

REDWAY TRANSFER STATION
REHABILITATION PROJECT

CONTRACT NO.: 438002

40 WORKING DAYS

FOR USE WITH Standard Specifications dated 2010, Standard Plans dated 2010, Prevailing Wage Rates, Labor Surcharge and Equipment Rental Rates

> BIDS OPEN: AUGUST 5, 2014 AT 2:00 PM

Clerk of the Board's Office Humboldt County Courthouse 825 Fifth Street Eureka, CA 95501



Updated 10/22/11 by LLH for 2010 Standard Spec's and Std Plans

DISCARD THIS PAGE

		Variable Table		
Variable Description	Variable Formula (hidden until right click and "toggle field codes" is selected)		Current Value	
Bid Opening Date	BOD		August 5, 2014	
Project Number	ProjNumber		PROJECT NO.:	
Contract No.	ContractNo		CONTRACT NO.: 438002	
Project Name	ProjName		REDWAY TRANSFER STATION REHABILITATION PROJECT	
Working Days	WD		40	
Engineer's Est.	EEst		\$344,880.00	
Water Pollution Control	DSA		0.50 acres	

Note:

The Cover Page needs to be updated separately.

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS PROPOSAL AND CONTRACT

FOR

REDWAY TRANSFER STATION REHABILITATION PROJECT CONTRACT NO.: 438002

Prepared by

County of Humboldt Department of Public Works 1106 Second Street Eureka, CA 95501

Approved:

Christopher J. Whitworth

RCE 51931, Expires 06/30/2016

6/11/2014 Date PROFESSIONAL PROFE

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COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

Sealed proposals will be received by (and all bids should be mailed or delivered to) the

Clerk of the Board Office SEALED BID for (Project Name)

Humboldt County Courthouse 825 Fifth Street Eureka, California, 95501

until 2:00 PM, TUESDAY, August 5, 2014, at which time they will be publicly opened by the Clerk of the Board of the County of Humboldt at a public meeting in the Office of the Clerk of the Board of Supervisors, Humboldt County Courthouse, Eureka, California, for performing work as follows:

REDWAY TRANSFER STATION REHABILITATION PROJECT CONTRACT NO.: 438002

Bids are required for the entire work as described herein:

This project will rehabilitate the pavement and drainage facilities at the Redway Transfer Station, which has been used for solid waste services since the 1970s. The property is leased from the state of California and operated by Eel River Disposal Company, Inc. under a franchise agreement. Site improvements include new French drains and drainage swales; roadway excavation; new and replacement asphalt dikes and parking bumpers; new aggregate base with geosynthetic reinforcement; and new asphalt paving. The existing septic leach field will be decommissioned to enable expansion of the paved area in front of the tipping bay, in order to improve circulation and expand the equipment staging area. Bidders are advised that the work must be completed within 40 working days. The Engineer's Estimate for this work is: \$344880.00.

Plans, Special Provisions (not including documents included by reference) and Proposal Forms may be obtained by prospective Bidders upon **ADVANCE** payment of a non-refundable printing and service charge in the amount of **\$15.00**. All checks shall be made payable to COUNTY OF HUMBOLDT and should be mailed along with the request for Plans to the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501.

Telephone: (707) 445-7652 Requests for plans, plan holder list or project estimate

(707) 445-7377 Engineering division, questions regarding plans or specs

(707) 445-7409 Fax transmissions

The successful Bidder shall furnish a Payment Bond and a Performance Bond.

The Contractor shall possess a <u>CLASS "A"</u> Contractors License at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Humboldt, 1106 2nd Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov.

KATHY HAYES
Clerk of the Board of Supervisors
County of Humboldt, State of California
DATED:

Standard Plans List

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

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A10A ABBREVIATIONS (SHEET 1 OF 2)
A10B ABBREVIATIONS (SHEET 2 OF 2)
A10C LINES AND SYMBOLS (SHEET 1 OF 3)
A10D LINES AND SYMBOLS (SHEET 2 OF 3)
A10E LINES AND SYMBOLS (SHEET 3 OF 3)

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

HOT MIX ASPHALT

A87B DIKES

DRAINAGE INLETS, PIPE INLETS AND GRATES

D73 DRAINAGE INLETS
D73A DRAINAGE INLETS (PRE-CAST)
D74B DRAINAGE INLETS
DRAINAGE INLET
D74C DETAILS

D75C PIPE INLETS (TRASH RACK DETAILS)

GRATE DETAILS

D78A GUTTER DEPRESSIONS
D102 UNDER DRAIN DETAILS

TEMPORARY WATER POLLUTION CONTROL

T51	TEMPORARY WATER POLLUTION CONTROL (TEMP. SILT FENCE)
	TEMPORARY WATER POLLUTION CONTROL (TEMP.
T53	COVER)
T56	TEMPORARY WATER POLLUTION CONTROL (TEMP. FIBER ROLL)
T57	TEMPORARY WATER POLLUTION CONTROL (TEMP. CHECK DAMS)
T61	TEMPORARY WATER POLLUTION CONTROL (TEMP. DI INLET PROTECTION)
T62	TEMPORARY WATER POLLUTION CONTROL (TEMP. DI INLET PROTECTION)
T63	TEMPORARY WATER POLLUTION CONTROL (TEMP. DI INLET PROTECTION)



COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS FOR

REDWAY TRANSFER STATION REHABILITATION PROJECT

CONTRACT NO.: 438002

DIVISION I GENERAL PROVISIONS

1 GENERAL

The work embraced herein shall be done in accordance with the STANDARD SPECIFICATIONS dated 2010, and the STANDARD PLANS dated 2010, of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following special 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.

Add to section 1-1.07A:

Whenever the following terms are used in the Standard Specifications, the following County departments or persons shall be intended and substituted therefore:

STATE: County of Humboldt, a political subdivision of the State of California.

DEPARTMENT, **DIRECTOR**: Humboldt County Department of Public Works.

ENGINEER: The Director of Public Works of Humboldt County or his authorized agent working within the scope of his authority.

<u>LABORATORY</u>: Materials and Testing Laboratory of the Humboldt County Department of Public Works.

2 BIDDING

Add to section 2-1.06A:

Plans, Special Provisions (not including documents included by reference) and Proposal Forms may be viewed by prospective Bidders at the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California.

Plans, Special Provisions and Supplemental Project Information may be viewed on the County of Humboldt web site: www.co.humboldt.ca.us. Current revised standard specifications are available for review at the Department of Public Works, 1106 Second Street, Eureka, or on Caltrans web page of the Office Engineer/ Engineering. (http://www.dot.ca.gov/hq/esc/oe/standards.php)

Note that Plans, Special Provisions, and Proposal Forms posted on the County's web site are for <u>informational purposes only and may not be substituted for any bid document.</u> Only those bid documents purchased from the Department of Public Works at 1106 Second Street, Eureka, California, 95501 may be used to submit a bid.

Add to section 2-1.33C:

The form "Subcontractor List" is included in the Proposal Section of these special provisions.

Add to section 2-1.34:

The form "Bidder's Security" will be found following the signature page of the Proposal.

^^^^^

3 CONTRACT AWARD AND EXECUTION

Replace the first sentence of section 3-1.04 with the following:

Bid Protest: Any bid protest must be in writing and must be received by the Department Director at 1106 Second Street, Eureka, CA, 95501 (Fax: (707) 445-7409), before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- 1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, 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 bidder if different from the protesting bidder.
- 3. 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 bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 4. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director 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 bidder if different from the protested bidder.
- 5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder'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.

Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

No person, firm, or corporation shall be allowed to make or file, or be interested in, more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders.

Replace section 3-1.05:

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a **Payment Bond** in an amount equal to **one hundred (100%) percent** of the contract price, and a faithful **Performance Bond** in an amount equal to **one hundred (100%)** of the contract price; said Bonds shall be secured from a surety company satisfactory to the Humboldt County Board of Supervisors. The Payment Bond shall comply with Section 3248 of the Civil Code of the State of California. The Payment Bond and the faithful Performance Bond shall each be in a form which is satisfactory to the County Counsel of the County of Humboldt. A copy of an acceptable format is attached to the Agreement forms included in the proposal section of these specifications.

Replace section 3-1.07:

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:
- A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
- (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

- (4) For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.
- B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty(30) days prior written notice (10 days for non-payment of premium) to County by certified mail.
- C. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
- D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

The County may elect to treat a failure to maintain the requisite insurances as a breach of contract/agreement and terminate the contract/agreement as provided herein.

III. Contractor shall indemnify and hold harmless County and its Board, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Replace paragraph 4, section 3-1.18:

The form of Agreement which the successful Bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement and bonds will be executed in duplicate. The signed agreements and bonds together with the required insurance certificates are to be returned by the successful bidder within <u>7 days</u>, not including Sundays and legal holidays, after the bidder has received the contract for execution.

^^^^^

5 CONTROL OF WORK

Add to section 5-1.13A:

The subcontractors listed on the "Subcontractor List," shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated subcontractor participation. This notice should be provided prior to the commencement of that portion of the work.

Per Govt Code § 4216 et seq., the Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, 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:

Notification Center	Telephone Number		
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600		
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600		

Add to section 5-1.20:

Coordination with Eel River Disposal (ERD) during the project to minimize delays of patrons dumping garbage is essential to the project.

ERD hours are as follows:

Mon/Tue: 9:00-4:00 (public)

Wed/Thu: 9:00-1:30 (open to accounts only)

Fri/Sat: 9:00-4:00 (public) Sun: 12:00-4:00 (public)

Paving and excavation of areas in front of the garbage bay will need to be done at a time when no patrons are there.

^^^^^

6 CONTROL OF MATERIALS

Add to section 6-2.03:

The Contractor shall notify the Engineer not less than 48 hours before County-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(2) paragraph 2:

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 Humboldt County Department of Public Works, 1106 Second Street, Eureka CA 95501. These wage rates are not included in the Special Provision, Notice to Bidder's, Proposal and Contract Book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Add to section 7-1.02L:

7-1.02L(3) Noncollusion

In conformance 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.

Add to section 7-1.02M(3):

Material from mining operations furnished for this project shall only come from sites in compliance with the Surface Mining and Reclamation Act of 1975 (SMARA) or sites not subject to SMARA. Contractor shall provide County with documentation establishing compliance with SMARA or exemption from SMARA.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

^^^^^

8 PROSECUTION AND PROGRESS

Replace section 8-1.04B, paragraph 1:

The Contractor shall begin work within fifteen calendar days after the contract has been executed by the Board of Supervisors of the County of Humboldt, provided he has received a written "Notice to Proceed" from the Engineer in accordance with Section 4 of the contract Agreement.

Replace section 8-1.05, paragraph 2:

Said work shall be diligently prosecuted to completion before the expiration of: 40 WORKING DAYS

Tabulation of working days shall begin on the fifteenth calendar day after execution of the contract by the Board of Supervisors of the County of Humboldt. If said fifteenth calendar day falls on a Saturday,

Sunday, or legal Holiday, then the first working day for beginning tabulation will be the first working day prior to said Saturday, Sunday or Holiday.

Replace section 8-1.10A, paragraph 1:

The County of Humboldt specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

Neither the Contract, nor any moneys due or to become due under the Contract, may be assigned by the Contractor without the prior consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice of assignment. The performance of the Contract may not be assigned without prior written consent of the County of Humboldt.

^^^^^^

9 PAYMENT

Add to section 9-1.03:

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

Replace section 9-1.16F:

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. 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

Replace section 9-1.17B:

After Contract acceptance by the Board of Supervisors of the County of Humboldt, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after deduction of previous payments.

^^^^^

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Replace Section 12-5 with:

12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE 12-5.01 GENERAL

Section 12-5 includes specifications for closing traffic lanes with stationary lane closures on 2-lane, 2-way highways. Submit traffic control plan for approval by engineer prior to the start of construction.

12-5.03A General

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.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 business days, but not more than 14 days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert	811 1-800-227-2600

12-5.03B Stationary Lane Closures

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.

Flagging shall conform to the provisions in Section 12-1, "General," of the Standard Specifications, except that the provision in Section 12-1.03, "Flagging Costs," providing for flagging costs to be borne equally by the State and the Contractor will not apply. All flagging costs will be borne totally by the Contractor. If it is determined by the Engineer that the amount of flagging is insufficient for the traffic conditions, all work involving public traffic shall be halted until the Contractor provides the necessary flagging.

12-5.04 Payment

Traffic control work required to complete the project will be considered as included in the prices paid for the various items of work requiring traffic control and no separate payment will be made therefor.

13 WATER POLLUTION CONTROL

Insert into Section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area is **0.50 acres** not including borrow site or Contractor's staging area.

^^^^^

15 EXISTING FACILITIES

15-2.02B(3)(c)(i) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

- 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.
- 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.

15-2.02F Remove Asphalt Concrete Dikes

All removed AC Dike shall become property of the Contractor and shall be disposed of outside the project are in accordance with the provisions in Section 5-1.20B(4) of the Standard Specifications.

15-2.02B(4) Remove Subbase, Base, and Bituminous Surfacing

Remove the subbase, base, and bituminous surfacing to a depth of at least 6 inches below the grade of the existing surfacing. Subbases and bases include the various types shown. Backfill the resulting holes and depressions with earth material from the excavation and to the lines and grades established by the Engineer.

^^^^^

DIVISION III GRADING

19 EARTHWORK

Add to Section 19-1.01A:

Earthwork activities include clearing and grubbing, developing a water supply, and finishing the roadway. Comply with sections 16, 17-2, and 22.

Replace paragraphs 3 and 4 of Section 19-2.03B with:

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the project are in accordance with the provisions in Section 5-1.20B(4) of the Standard Specifications.

Add to Section 19-2.03G:

Slopes above the French drains shall be graded at a 2:1 or less with placement of fiber rolls as shown on the plans. The slopes shall be hydroseeded after placement of fiber rolls.

Add to Section 19-6.02B:

Geosynthetic soil reinforcement for use in the aggregate base layer under the HMA overlay, shall be Tensar BX 1200 or approved equal. The Geogrid must be placed as shown on the plans, in accordance with the manufacturer's instructions and as directed by the Engineer.

21 EROSION CONTROL

Add to Section 21-1.02L:

Hydroseed work shall consist of applying erosion control materials, consisting of a mixture of fiber, seed, tackifier, commercial fertilizer and water. The mixture shall be applied to embankment and excavation slopes and other graded or disturbed areas of the project including any borrow or disposal sites as determined by the Engineer.

Seed shall consist of the following native species or equivalent approved by Engineer:

Botanical Name (Common Name)	Percentage Purity (minimum)	Percentage Germination (minimum)	Lbs. Per <u>Acr</u> <u>e</u>
Bromus Carinatus (California Brome)	95	95	35
Vulpia microstachys (Small Fescue or Three Weeks Fescue)	98	85	6
Trifolium wildenovii (Tomcat Clover)	98	80	4

Seed shall be mixed on the project site in the presence of the Engineer.

The erosion control materials shall be mixed and applied in the following proportions:

Material	Lbs. per Acre (Slope Measurement)	
Fiber	1500	
Seed	45	
Commercial Fertilizer	300	

Tackifier conforming to section 21-1.02F shall be incorporated in the mix at the rate recommended by the manufacturer.

Hydroseed will be paid for as a lump sum payment which shall include full compensation for furnishing all materials, equipment, tools, etc, and for doing all work involved in completing the hydrodeeding work as specified herein and as directed by the Engineer.

Per section 21-2.02P:

21-1.02P Fiber Rolls

Fiber roll must have a minimum functional longevity of 1 year and comply with the following requirements:

- Type A fiber roll must be fabricated from an erosion control blanket rolled along its width. Secure with natural fiber twine at 6-foot intervals, and 6 inches from each end. Fiber roll size must comply with either one of the following:
 - 1.1. 8 to 10 inches in diameter, 10 to 20 feet long, and at least 0.5 lb/ft
 - 1.2. 10 to 12 inches in diameter, at least 10 feet long, and at least 2 lb/ft
- Type B fiber roll must be a pre-manufactured roll filled with rice or wheat straw, wood excelsior, or coconut fiber. Rolls must be covered with biodegradable jute, sisal, or coir fiber netting secured tightly at each end. Fiber roll size must comply with either one of the following:
 - 2.1. 8 to 10 inches in diameter, 10 to 20 feet long, and at least 1.1 lb/ft
 - 2.2. 10 to 12 inches in diameter, at least 10 feet long, and at least 3 lb/ft

DIVISION IV SUB BASES AND BASES

26 AGGREGATE BASES

Add to 26-1.02B:

The aggregate shall have at least 50% crushed particles with at least one fractured face.

DIVISION V SURFACINGS AND PAVEMENTS

39 HOT MIX ASPHALT

Add to section 39-1.01:

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

Add to section 39-1.02C:

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

Add to section 39-1.02E:

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

DIVISION VI STRUCTURES

51 CONCRETE STRUCTURES

Section 51-7.02 PRECAST DRAINAGE INLETS

Replace "Reserved" with

Pre-cast Drainage inlets shall be installed in compliance with Section 90 Concrete. Install pre-cast Drainage inlets as shown on plans and directed by the Engineer. Contractor shall install a county-furnished trash guard inside inlets. These can be installed after placement of the DI.

^^^^^^

DIVISION VII DRAINAGE

68 SUBSURFACEDRAINS

Per section 68-2.02f

68-2.02F Permeable Material

68-2.02F(1) General

Permeable material for use in backfilling trenches under, around, and over underdrains must consist of hard, durable, clean sand, gravel ,or crushed stone and must be free from organic material, clay balls, or other deleterious substances.

Permeable material must have a durability index of not less than 40.

68-2.02F(3) Class 2 Permeable Material

The percentage composition by weight of Class 2 permeable material in place must comply with the grading requirements shown in the following table:

Class 2 Permeable Material Grading Requirements

Sieve sizes	Percentage passing		
1"	100		
3/4"	90-100		
3/8"	40-100		
No. 4	25-40		
No. 8	18-33		
No. 30	5–15		
No. 50	0-7		
No. 200	0-3		

Class 2 permeable material must have a sand equivalent value of not less than 75.

71 RESERVED

Section 71 replace "Reserved" with

71 DRAINAGE INSERTS

Drainage inlet inserts shall be either PIG Quick-Fit Drain Insert (#FLT745) for oil and sediment filtering or equivalent. Equivalent measures must be presented to the Engineer and approved by the Engineer prior to purchase and installation. Submittals of equivalent measures must be in writing and include manufacturer's specifications. The oil and sediment filter must fit into the 10X10 Drainage Inlets. They must be installed as per manufactures' specifications and instructions.

^^^^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Section 73-5 replace "Reserved" with:

73-5 Pre-Cast Parking Bumpers

Pre-cast parking bumpers shall be installed at locations as shown on the plans. The bumpers shall be anchored to the new pavement using #5 rebar.

^^^^^

75 MISCELLANEOUS METAL

Per section 75-1.02B

Grates must be produced from one of the following:

- Structural steel complying with one of the following: ASTM A 36/A 36M A576, GRADES 1021, 1022, 1026, 1029, OR 1030
- 2. DUCTILE IRON CASTINGS
- 3. CARBON-STEEL CASTINGS

Match-mark frames and grates and covers in pairs before delivery to the job site; the grates and covers must fit into their frames without rocking.

^^^^^

PROPOSAL

TO
THE COUNTY OF HUMBOLDT
FOR

REDWAY TRANSFER STATION REHABILITATION PROJECT

CONTRACT NO.: 438002

Name of Bidder:	(Name must be exactly as it appears [or will appear] on Contractor's license)
Business Address:	
Telephone No.:	
Place of Residen	ce:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans, including any addenda thereto, the contract annexed hereto and also in accordance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect at the time the work is performed.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all Base Bid items or the total of Base Bid plus Additive(s) if the Additive(s) is awarded.

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

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

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

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

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

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the County of Humboldt, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Humboldt that the contract has been awarded, the County of Humboldt 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 the security accompanying this proposal shall operate and the same shall be the property of the County of Humboldt.

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, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Humboldt, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

REDWAY TRANSFER STATION REHABILITATION PROJECT

CONTRACT NO.: 438002

BID FORM

B	Δ	S	F	RI	n
_	_	•	_	_	_

TEM NO.	CODE		ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	130100		Job Site Management	LS	1		
2	130200		Prepare Water Pollution Control Program	LS	1		
3	130610		Temporary Check Dam	EA	4		
4	130620		Temporary Drainage Inlet Protection	EA	2		
5	150244	S	Abandon Septic (Existing)	LS	1		
6	150771		Remove Asphalt Concrete Dike	LF	900		
7	150770		Remove Ashpalt Concrete Pavement	SF	3,160		
9	198250		Geosynthetic Reinforcement	SY	3,164		
10	210350		Fiber Rolls	EA	45		
11	210430		Hydroseed	SF	9,117		
12	260203		Class 2 Aggregate Base (CY)	CY	685		
13	390132		Hot Mix Asphalt (Type A) (02)	Ton	586		
14	394073		Place Hot Mix Asphalt Dike (Type A)	LF	1,106		
15	517002		Furnish and Place Pre-cast DI	EA	2		
16	680285		4" Plastic Pipe Underdrain	LF	540		
17	682001		Permeable Material- Class 2	CY	100		
18	730045		Minor Structural Concrete- drainage swale	CY	9		
19	735000		Pre-cast parking bumpers (4')	EA	30		
20	750007		Grate for long drain	LS	1		
21			Pig Drain Inserts (oil, sediment and trash collectors)	EA	3		
22	999990		Mobilization	LS	1		
ADDIT	TIVE OPT	101				BASE BID TOTAL	
A1	390132	IOI	Hot Mix Asphalt (Type A) (.1)	Ton	214		
						ADDITIVE BID TOTAL	

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is	
	CE: INSERT THE WORDS "CASH (\$)", "CASHIER'S CHECK",
"CERTII	FIED CHECK", OR "BIDDERS'S BOND", AS THE CASE MAY BE.)
in the amount of at least TEN PERCE	NT (10%) of the total bid.
The names of all persons interested in th	ne foregoing proposal as Principals are as follows:
president, secretary, treasurer, and manager	person is a Corporation, state the legal name of the corporation, also names of the rthereof; if a Co-partnership, state the true name of the firm, also state the names of m; if the Bidder or other interested person is an Individual, state the first and last
Licensed in accordance with an act provi	iding for the registration of Contractors,
LICENSE NO.	Classification(s)
Note: It is optional to provide your	contractors license number at this time. You are not required to provide your time that the contract is to be awarded.
true and correct and that the bidder has and Housing Commission Regulation signature on this proposal I further cert the United States of America, that the	atements of Public Contract Code Sections 10162, 10232 and 10285.1 are scomplied with the requirements of Section 8103 of the Fair Employment as (Chapter 5, Title 2 of the California Administrative Code). By my tify, under penalty of perjury under the laws of the State of California and Noncollusion Affidavit required by Title 23 United States Code, Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and correct.
Date:	
	Sign
	Here Signature and Title of Bidder
Bidder's Business Address	
Place of Residence	

BIDDER'S BOND

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

REDWAY TRANSFER STATION REHABILITATION PROJECT

MADILITATION TROSEC

CONTRACT NO.: 438002

	as PRINCIPAL,
and	
(10%) OF THE TOTAL AMOUNT PRINCIPAL to the County of Humboldt money of the United States, well and tru submitted, we bind ourselves, our heirs, of these presents. In no case shall the liabil	ound unto the County of Humboldt in the penal sum of <u>TEN PERCENT</u> OF THE BID of the PRINCIPAL named above, submitted by said for the work described above, for the payment of which sum is lawfully to be made, to the Director of the Department to which said bid was executors, administrators and successors, jointly and severally, firmly by ity of the SURETY hereunder exceed the sum of:
\$_	
THE CONDITION OF THIS OBL above mentioned bid to the County of above,	LIGATION IS SUCH, that whereas the PRINCIPAL has submitted the Humboldt, as aforesaid, for the construction as specifically described
manner required under the Specification into a written contract, in the prescrib Department, one to guarantee faithful po	resaid PRINCIPAL is awarded the contract, and within the time and as, after the prescribed forms are presented to him for signature, enters bed form, in accordance with the bid, and files two bonds with the erformance and the other to guarantee payment for labor and materials shall be null and void; otherwise, it shall be and remain in full force and
IN WITNESS WHEREOF, we hav	e hereunto set our hands and seals on this
day of	, 20
(s	seal)
	seal)
PRINCIPAL	
<u> </u>	(seal)
	(seal)
SURETY	
Address:	

Note: Signatures of those executing for SURETY must be properly acknowledged.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the foregoing ways:

- A. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations a certificate of consent of self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and that I will comply with such provisions before commencing the performance of the work of this contract.

17	
·	

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to commencing any work under this contract.)

LIST OF SUBCONTRACTORS

CONTRACT NO.: 438002

The bidder shall list all subcontractors in accordance with Section 2-1.054 of the Standard Specifications. Photocopy this form for additional firms.

rirm Name/ Address/ City, State, ZIP	Fax Phone	Interested in Bidding on:	Description of Portion of Work to be Performed
Name Address	ruone	funded work:	
	Fax	Highway	
City State ZIP		funded work:	
<i>Name</i>	Phone	Airport (FAA) funded work:	
Address		ON 🗖	
	Fax	Highway	
City State ZIP		funded work:	
Name	Phone	Airport (FAA) funded work:	
Address		0 0 0	
	Fax	Highway	
City State ZIP		funded work:	
Name	Phone	Airport (FAA) funded work:	
Address		ON O	
	Fax	Highway	
City State ZIP		funded work:	
		2E	

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

NO

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

YES \square

PUBLIC CONTRACT CODE 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 unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

<u>NOTE</u>: The above statement and questionnaire constitute part of the Proposal, and signature on the signature portion of this Proposal shall constitute signature of this statement and questionnaire.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- · does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent
 jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The	bidder	, proposed subcontractor	, hereby certifies that
he has	, has not	, participated in a previous contract or subcontract su	bject to the equal opportunity
clauses, a	as required by E	Executive Orders 10925, 11114, or 11246, and that, where	required, he has filed with the
Joint Rep	orting Commit	ttee, the Director of the Office of Federal Contract Comp	oliance, a Federal Government
contraction	ng or administe	ering agency, or the former President's Committee on Eq	ual Employment Opportunity,
all report	s due under the	applicable filing requirements.	

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has nor 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 or 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.

<u>NOTE</u>: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

SAMPLE FORMS AGREEMENT

of, 20, by and between the County of Humboldt, a	
political subdivision of the State of California (hereinafter referred to as COU)	NTY)
and	
a corporation organized and existing under the laws of the State of	
a partnership consisting of	
	;
an individual doing business as	 -
in the State of Calif	fornia,
hereinafter referred to as "CONTRACTOR".	
County and Contractor for the consideration hereinafter named agree as follow	/SI

Section 1 - SCOPE OF WORK

Contractor shall furnish all Labor, Tools and Materials and perform all the work for the:

REDWAY TRANSFER STATION REHABILITATION PROJECT CONTRACT NO.: 438002

in accordance with the contract documents referred to in Section 3 of this Agreement.

Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, 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 work aforesaid, or from the actions 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 County, 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 the 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.

Section 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Contractors

- Performance Bond

- Plans and Drawings

- Payment Bond

- Bid Form

- This Agreement

- Bidder's Bond

- Special Provisions

And, as published by the Department of Transportation, State of California, except as modified by the Special Provisions:

- Standard Plans dated 2010
- Standard Specifications dated 2010
- Equipment Rental Rates in effect at the time the work is performed

And, as published by the California Department of Industrial Relations, and the California Business, Transportation and Housing Agency,

- General Prevailing Wage Rates
- Labor and Surcharge Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complimentary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

Section 4 - BEGINNING OF WORK

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", or unless so authorized in writing by the COUNTY.

Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within fifteen (15) days of the date of execution of the contract by COUNTY and shall be fully completed within a period of ______ working days beginning on the fifteenth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

Copies of the prevailing wage rates of per diem wages are on file in the Humboldt County Public Works office at 1106 Second Street, Eureka, California and are available to any interested person on request.

Section 7 - WORKERS' COMPENSATION

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

Section 8 - COMPLIANCE WITH LAWS

The Contractor agrees to comply with all local, state and federal laws and regulations, including but not limited to the Americans With Disabilities Act. The Contractor further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9 - NOTICES

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works 1106 Second Street, Eureka, California, 95501

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

COUNTY OF HUMBOLDT

CONTRACTOR
BY
TITLE
BY
TITLE
(Two Signatures Required For Corporation)
5

PAYMENT BOND

00 1 1	보고 있다면 한 경험에 있는 그 전에 전혀 보면 보면 되었다. 그 전혀 한 경험에 되었다. 그 것이 되었다. 생물을 받았다면	dt, by its order made,
20, has awarde hereinafter design	ated as the "Principal," a co	ontract for the work described as follows:
850 8		
NOW, THEREFO	ORE, we the Principal and	I
County of Humboldt in	the penal sum of	, Surety, are held and firmly bound unto
Dollars (\$ sum well and truly to) , lawful mor	ney of the United States of America for the payment of whees, our heirs, executors, administrators, successors and assign
3181 of the Civil Code performed by claimant Board from the wages Revenue and Taxation Civil Code of Californ hereinafter set forth, as shall be fixed by the contact AND, the said Salteration or addition taccompanying the same	e, or amounts due under the , or for any amounts require of employees of the Contra a Code with respect to such ita, then said Surety will p and also will pay in case suit burt, awarded and taxed as it urety, for value received, he of the terms of the contract ite shall in any wise affect it	assigns, shall fail to pay any of the persons named in Sect to Unemployment Insurance Code, with respect to work or laired to be deducted, withheld, and paid over to the Franchise Tractor and his subcontractors pursuant to Section 18806 of the work and labor as required by Sections 3247 et seq. of the same, in or to an amount not exceeding the amount is brought upon this bond, such reasonable attorney's fees, in the above-mentioned statutes provided. Thereby stipulates and agrees that no change, extension of time or to the work to be performed thereunder or the specification of the sobligations on this bond, and it does hereby waive notice addition to the terms of the contract, or to the work, or to
IN WITNESS W	HEREOF . this instrument	t has been duly executed by Principal and Surety above nam
		PRINCIPAL BY
		SURETY
		BY
		Attorney-in-fact

PERFORMANCE BOND

	(Name of Contractor)
	(Address of Contractor)
	(Corporation, Partnership, or Individual)
	Name of Surety)
	(Address of Surety) hereinafter called Surety, are held and firmly bound unto
	(Name of Owner)
	(Address of Owner) hereinafter called Owner, in the penal sum of
	Dollars , \$
	in lawful money of the United States, for the Payment of which sum well and truly to be made, we selves, successors, and assigns, jointly and severally, by these presents.
1	THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a centract with the OWNER, dated the day of, 20, a copy of whereas are considered in the condition of the co
	ereto attached and made a part hereof for the construction of :

NOW. THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

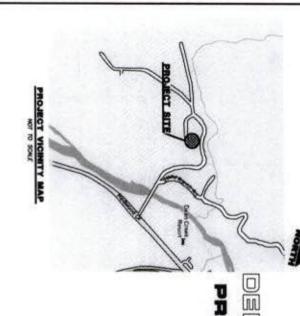
PROVIDED, FURTHER, that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this in:		/maraha	-1	
be deemed an original, this the	day of	(numbe	, 20	
ATTEST:				
(Delevier) County		BY	Principal	(s)
(Principal) Secretary (SEAL)				
(Witness as to Principal)			Address	-
Address		ş	radicas	7.5
ATTEST:		-	Surety	
(SEAL)				
(Witness as to Surety)	E	BY	Attorney - in - Fact	 2
Address			Address	-33
		-	SI CO-VIA SICCIO	

NOTE: Date of BOND must not be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



DEPARTMENT OF PUBLIC WORKS COUNTY OF HUMBOLOT

Why has all a special sites of the second site

PROJECT PLANS FOR CONSTRUCTION OF REDWAY TRANSFER STATION REHABILITATION PROJECT CONTRACT NO. 438002





SCALE 1"-10# MAP

INDEX OF SHEETS

CONSTRUCTION DETAILS
CONSTRUCTION DETAILS

APPLICABLE STANDARD PLANS DRENCE TO CALTRANS STANDARD PLANS DATED MAY 2010 NO. BURLDING CODE

THY A SWETY CODE
THY CODE THE W CHAPTER 2 SECTION 612-3
THY CODE THE W CHAPTER 6 SECTION 611-6



APPROVED

THE COMPRICION SHALL HAVE A CLASS "A" LICENSE FOR THIS PROJECT.

