



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-37

For the meeting of: June 23, 2015

Date: June 8, 2015

To: Board of Supervisors

From: *TM* Thomas K. Mattson, Director of Public Works

Subject: Bid Authorization for 2015 Streets Resurfacing Project

RECOMMENDATION(S):

That the Board of Supervisors:

1. Receives the plans and specifications.
2. Authorizes the Clerk of the Board to advertise the above-mentioned project, pursuant to Section 22073 of the California Contract Code, with bids to be opened on Tuesday, July 21, 2015 at 2:00 PM.

SOURCE OF FUNDING:

Road Fund (1200325) and reimbursement by the Cites of Arcata, Eureka, and Fortuna

DISCUSSION:

In preparation for 2015/16 fiscal year maintenance schedule, staff is requesting the Board of Supervisors approves plans and specifications to be advertised for Accelerated Cure Slurry Seal treatment for various

Prepared by Art Reeve CAO Approval Cheryl Dillingham

REVIEW: Auditor _____ County Counsel Sm Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____
Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Bass Seconded by Supervisor Sundberg
Ayes Sundberg, Fennell, Bohn, Bass
Nays _____
Abstain _____
Absent Lorelace

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 23, 2015
By: Kathy Hayes
Kathy Hayes, Clerk of the Board

roads in Humboldt County. This cooperative bid document allows Humboldt County Public Works and the Cities of Arcata, Eureka, and Fortuna to take advantage of economy of scale, where lower bid prices are received associated with greater quantities of work. It is recommended that the project be advertised at this time so the project can fit the work schedules of the contractors for this construction season. The cities will reimburse the county, as they did last year, through individual funding agreements that will be presented to the Board of Supervisors at the same time as the request for contract approval.

This is the same cooperative process that was used last year for the county and for the two years previously with the City of Arcata. Last year, the price for road surface treatment decreased from \$2.00 to \$1.75 and the year before it decreased from \$2.75 to \$2.00 per square yard. This year, the county will include an additive option in the hope the price will again decrease and other funding sources may be available to finalize the Class II Bicycle route in Myrtle town area.

Accelerated Cure Slurry Seal is an important process for the county because this year the first Permanent Road Divisions (PRD) in McKinleyville will begin their scheduled pavement preservation process, which is slurry sealing of the road surfaces. The formation of a PRD is a funding mechanism for newly created roads that are not part of the circulation element of the County General Plan or are not a collector or arterial road to be accepted into the Humboldt County Maintained Road System. Residents living on a PRD road pay an annual assessment which in turn guarantees a special funding source for future road maintenance and its appurtenant facilities. The assessment on the homeowners is based on an engineer's report which uses the value for micro-surfacing on costs from the Bay Area, because there were no micro-surfacing contractors in this area. In order to accomplish slurry sealing on local road surfaces with the funds collected, staff needed to find a way outside contractors could perform the work at a reasonable cost. For this reason, the county has been participating with the cities on these cooperative bid agreements. Next year, the City of Eureka will take the lead and bid out the Accelerated Cure Slurry Seal projects.

The Accelerated Cure Slurry Seal method is widely used for the resurfacing of structurally competent roadways; it has the advantages of rapid ambient-temperature application and curing, long-wearing properties, and is approximately thirty (30) percent of the cost of traditional asphalt overlays. It is comprised of rock aggregate, asphalt binder, portland cement, and other mineral additives. The finished surface is smooth, durable and provides excellent traction. County and city crews will perform all preparatory work in advance of this project, including road base repair and asphalt patching.

The projects in the bid schedule for the county are the PRD roads; Wrangler Court, Stallion Court, and Chanterelle Drive, located in McKinleyville. The contractor will need additional roads to setup a temporary base plant in McKinleyville, so all of Holly Drive and Bella Vista Drive from Central Avenue to Post Mile 0.23 are included. The additive bid option includes Accelerated Cure Slurry Seal treatment for Trinity Street and striping bicycle lanes on both sides of Trinity Street and Quaker Street which would complete the Class II Bicycle route in Myrtle town.

FINANCIAL IMPACT:

The requested action has no financial impact to the county's General Fund. A supplemental budget will be presented to your Board of the time of the bid award.

The requested action conforms to the Board of Supervisors Core Roles of providing for and maintaining infrastructure and creating opportunities for improved safety.

OTHER AGENCY INVOLVEMENT:

Cities of Eureka, Arcata, and Fortuna

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Not to proceed with bidding at this time. This is not recommended because the cities involved may decide to proceed without the county and we would lose the opportunity to resurface these roads at the lower cost.

ATTACHMENT:

1. Bid Document

County of Humboldt • Department of Public Works
1106 Second Street • Eureka • CA • 95501 • (707) 445-7652



SPECIAL PROVISIONS

**NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT**

FOR

2015 STREETS RESURFACING PROJECT

CONTRACT NO. 325374

21 WORKING DAYS

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

**BIDS OPEN :
JULY 21, 2015 AT 2:00 PM**

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

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS PROPOSAL AND CONTRACT

FOR

2015 STREETS RESURFACING PROJECT

CONTRACT NO. 325374

Prepared by

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

Approved:



W. Arthur Reeve
RCE 59625

6 / 8 / 2015
Date



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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, JULY 21, 2015**, 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:

2015 STREETS RESURFACING PROJECT

CONTRACT NO.: 325374

Bids are required for the entire work as described herein:

The road work to be done consists, in general, of, preparation of accelerated cure slurry seal surfacing, thermoplastic striping, and such materials, equipment and labor incidental to performing such work. Bidders are advised that the work must be completed within **21 working days and all accelerated cure slurry seal work done by September 30, 2015**. The Engineer's Estimate for this work is: **\$518000.00**.

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) 445-7421 Road 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 CLASS "A" 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)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62F	Excavation and Backfill - Metal and Plastic Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS AND BARRICADES

A73C	Delineators, Channelizers and Barricades
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SURVEY MONUMENTS

A74	Survey Monuments
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TEMPORARY TRAFFIC CONTROL SYSTEMS

T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
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TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T67	Temporary Water Pollution Control Details (Temporary Construction Roadway)



COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

**SPECIAL PROVISIONS
FOR**

2015 STREETS RESURFACING PROJECT

CONTRACT NO. 325374

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.

LABORATORY : Materials and Testing Laboratory of the Humboldt County Department of Public Works.

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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 \$2,000,000 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, the City's Eureka, Arcata, Fortuna, 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, the City's Eureka, Arcata, Fortuna, 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 \$2,000,000 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 the County, the City's Eureka, Arcata, Fortuna, 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

Replace section 8-1.05, paragraph 2:

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

21 WORKING DAYS AND ALL SLURRY WORK COMPLETED PRIOR TO OR ON SEPTEMBER 30, 2015

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.

See the table in Section 8-1.10A of the Standard Specifications for liquidated damages pertaining to this project.

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.

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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:

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

The contract lump sum price paid for Traffic Control System includes full compensation for furnishing all labor (including all flagging costs), materials, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, and any other equipment and labor required, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work classified as extra work, as provided in Section 4-1.05 of the Standard Specifications, will be paid for as Extra Work.



13 WATER POLLUTION CONTROL

Insert into section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area is 0.0 acres not including borrow site or Contractor's staging area.



15 EXISTING FACILITIES

Insert into section 15-2.02C(1):

Existing thermoplastic traffic stripes and markings were placed in 2001 and are assumed to be lead free. The thermoplastic shall be tested for lead and soluble lead and if nonhazardous residue containing lead will be generated the Contractor shall comply with the following provisions.

Replace section 15-2.02C(2) with:

15-2.02C(2) Remove Traffic Stripes and Pavement Markings Containing Lead

If residue from removing traffic stripes and pavement markings contains lead from the paint or thermoplastic and the average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

Payment for a lead compliance plan is not included in the payment for existing facilities work and will be considered change order work.

Payment for handling, removal, and disposal of pavement residue that is a nonhazardous waste is included in the payment for the type of removal work involved.

Should hazardous levels of lead be found in the thermoplastic all added requirements and disposal procedures will be considered change order work

emulsion proposed in the mix design shall be within the percentage range specified in these Specifications.

2.1 ACCELERATED CURING SLURRY SEAL EMULSION

- A. Asphalt emulsion shall be homogenous and shall be a polymer modified cationic asphalt emulsion conforming to the requirements of Section 94 "Asphalt Emulsions" and these Special Provisions. The polymer material shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. The asphalt emulsion manufacturer shall certify that the emulsion contains a minimum of 4% polymer solids based on the mass of asphalt (asphalt residual) within the emulsion. The emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface, and shall be a homogeneous brown color throughout.

- B. The polymer modified quick-setting quick-traffic asphalt emulsion shall conform to the following requirements when tested in accordance with the specified test method.

Tests on Emulsion		
Test	Test Method	Requirement
Viscosity SSF @ 25° C	AASHTO T 59	15 - 90 sec
Sieve	AASHTO T 59	0.30 % max
Settlement , 5 days	ASTM D244	5 % max
Storage Stability, 1 day	AASHTO T 59	1 % max
Residue by distillation	California Test 331	62 % min
Tests on Residue		
Test	Test Method	Requirement
Penetration @ 25°C 100 gm, 5 sec.	AASHTO T 51	40-90 mm
Softening Point	AASHTO T 53	135°F min

C. WATER AND ADDITIVES

- 1. Water shall be of such quality that the asphalt will not separate from the emulsion before the accelerated cure slurry seal is in place on the pavement. If necessary for workability, a set-control agent that will not adversely affect the accelerated cure slurry seal may be used.

D. MINERAL FILLER

1. Mineral filler shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design. An increase or decrease of less than one percent may be permitted when the accelerated cure slurry seal is being placed if it is found to be necessary for better consistency or set times.

E. Aggregate

1. The mineral aggregate used shall be of the type and grade specified for the particular use of the accelerated cure slurry seal. It shall consist of 100% crushed material with no rounded particles. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversize particles.
2. The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: "Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."
3. The percentage composition by mass of the aggregate shall meet the following grading requirements when tested in conformance with California Test 202:

TYPE II

Sieve Sizes	Percentage Passing
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	94 - 100
No. 8 (2.36-mm)	65 - 90
No. 16 (1.18-mm)	40 - 70
No. 30(600- μ m)	25 - 50
No. 200 (75- μ m)	5 - 15

Test	California Test	Requirement
Sand Equivalent (Min.)	217	70
Durability Index (Min.)	229	75

Percentage of Crushed Particles (Min.) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (Max.) ²	211	35%

F. MIX DESIGN

1. At least 7 working days before accelerated curing slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and a proposed mix design covering the specific materials to be used on the project.

2. The tests and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed accelerated curing slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test	Requirement
Wet Cohesion	TB* 139 @ 30 min. (set)	12 kg-cm minimum
	@ 60 min. (traffic)	20 kg-cm minimum (or near spin)
Excess Asphalt	TB 109	540 g/m[JF1] 2 maximum
Wet Stripping	TB 114	Pass (90% minimum)
Wet Track Abrasion	TB 100 Six day soak	810 g/m[JF2] 2 loss
Displacement	TB 147A	
	Lateral	report
	Specific Gravity after 1000 cycles of 56.8 kg	report
Classification Compatibility	TB 144**	(AAA,BAA) 11 grade points minimum
Mix Time @ 25°C	TB 113	Controllable to 120 seconds minimum
* TB = Technical Bulletin		

3. The original laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the test on individual materials, comparing their values to those required by the specifications. The report shall clearly show the proportions of aggregate, filler, water (minimum and maximum), set control additive, and asphalt solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall also report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made within the previous 12 months. The mix design will further show recommended changes in cement, water and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 38°C. This 38°C mixing report will not be required for projects requiring night time application or application in cool weather conditions.

4. All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project.

G. PROPORTIONING

1. Aggregate, mineral filler, asphalt emulsion, water, and additives, including set-control agent if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous aggregate blend.

2. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions. The component materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed

Water	As required to produce proper mix consistency	
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3. The completed mixture, after addition of water and any set-control agent, shall be such that the accelerated curing slurry seal mixture has proper workability and (a) will permit a traffic flow without pilot-car-assisted traffic control on the accelerated cure slurry seal within one hour after placement, and (b) will prevent development of bleeding, raveling, separation or other distress within 15 days after placing the accelerated cure slurry seal. However, when ambient temperatures are below 55°F traffic may not be permitted on the accelerated cure slurry seal until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the contractor and the Engineer.
4. The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variable rate emulsion pump, if used, shall be calibrated and sealed in its calibrated condition in accordance with California Test 109 prior to usage.
5. The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in accordance with California Test 109 and the requirements of these special provisions.
6. The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of three runs of at least 3 tons in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration.

7. The emulsion storage located immediately before the emulsion pump shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.
8. The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where it will monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when aggregate belt movement is interrupted. This second device will not be required where the aggregate delivery belt is an integral part of its drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds between sensing and shutdown of the operation will be permitted.

H. EQUIPMENT

1. The self-propelled mixing machine shall be equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.
2. A minimum of three operational mixing machines of 12 Ton capacity, or larger, shall be maintained on the project. The mixed material retention time in the pug mill shall be less than three seconds. No retention of mixed material shall be allowed within the pug mill by gate shut-off or other mechanical means. Any machines with pugmill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls. All indicators required in the section entitled "Proportioning" shall be in working order prior to commencing mixing and spreading operations.

3. Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. All rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.
4. The mixer-spreader truck shall not be operated unless all low-flow and no-flow devices and revolution counters are in good working condition and functioning and all metal guards are in place. All indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.
5. Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.
6. In addition to the requirements of the fourth paragraph of Section 5-1.10, "Equipment and Plants," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 2 inches in height, located on the front and rear of the vehicle.
7. The accelerated curing slurry seal mixture shall be spread by means of a spreader box conforming to the following requirements:

I. **SPREADER BOX**

1. The spreader box shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively prevent loss of accelerated curing slurry seal from the ends of the box. All spreader boxes over 8 feet in application width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application on super elevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. Rear flexible strike-off blades shall make close contact with the pavement. The applicator box shall be designed and operated such that a uniform texture is achieved in the finished surface of the accelerated cure slurry seal.
2. Flexible fabric drags attached to the rear of the box will be allowed,

but shall be cleaned or changed throughout the day if problems with cleanliness and/or longitudinal scouring occur.

3. The completed mixture, after addition of water and set control agent, if used, shall be such that the accelerated cure slurry seal mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these special provisions, the accelerated cure slurry seal mixture shall be sufficiently cured to support unrestricted traffic.

PART 3 -- EXECUTION

3.1 GENERAL REQUIREMENT

- A. The application of accelerated curing slurry seal shall conform to Caltrans Standard Specifications with the exceptions noted in these Specifications.
 1. The complete mixture shall be such that the slurry seal mixture has proper workability and will permit traffic flow by 5:00 pm without the occurrence of bleeding, raveling, polishing, separation, or other distress within 30 days after its placement.
 2. Asphaltic emulsion shall be added at a rate of between 14 to 17 percent by weight of the dry aggregate. The extract rate will be determined by the Engineer. The quantity of asphaltic emulsion to be used in the slurry seal mixture will be determined by the design asphalt binder content, as approved by the Engineer, and the asphalt solid content of the asphaltic emulsion furnished.
 3. The Contractor shall sweep all streets seven (7) days after the application of accelerated cure slurry seal with a power sweeper.
 - A. See Special Provisions for restrictions on times and days of operations.

3.4 SURFACE PREPARATION

- A. The Contractor shall remove all existing striping and pavement markers prior to the application of the accelerated cure slurry seal.
- B. The complete street surface shall be power swept from face of curb to face of curb prior to the application of accelerated curing slurry seal. Contractor shall provide cleaning method necessary to remove all dirt, vegetation, and loose materials from the pavement.

- C. All material gathered shall be properly disposed of by the Contractor.
- D. Immediately preceding the accelerated curing slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on the pavement that would allow the entry of slurry; cover all manhole covers, water and gas valve box covers, monuments boxes, etc., with a heavy plastic bag. The Contractor prior to the final set of the slurry shall uncover all covered grates and manhole. All uncovered items shall be clean and meet the requirement of the Project Inspector.

3.5 SAND BLOTTER

- A. A sand/aggregate blotter shall be spread at selected driveways, intersections, and where required by the Engineer to accommodate pedestrian or vehicular traffic until the accelerated cure slurry seal is set.

3.6 APPLICATION OF ACCELERATED CURING SLURRY SEAL

- A. The accelerated curing slurry seal mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.
- E. Hand tools shall be available to remove spillage. The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.
- F. Adequate means shall be provided to protect the accelerated cure slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that the accelerated cure slurry seal will not adhere to or be picked up by the tires of vehicles.
- G. Placement of the accelerated curing slurry seal shall cease a minimum of **TWO** hours before the expiration of the road closure hours as specified in these specifications, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.
- H. The surface may be fogged with water directly preceding the spreader. The mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of accelerated curing slurry seal shall be carried in all parts of the

spreader at all times so that the complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spread box. No streaks such as those caused by oversize aggregate will be left in the finished pavement.

- I. No excessive buildup, or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used and changed daily.
- J. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from handwork.
- K. Accelerated curing slurry seal application will be stopped each day by 2:00 pm to allow sufficient time to cure prior to opening streets to traffic.
- L. All gutter spills must be cleaned immediately.
- M. All streets must be open to traffic by 5:00 PM each of weekdays.
- N. Immediately before commencing the accelerated curing slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned by the end of the same work day.

3.7 TEST STRIP

- A. The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet (100 m) to 500 feet (150 m) long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of accelerated curing slurry seal will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

- B. The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer.
- C. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

3.7 JOINTS

- A. Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product. Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 6 inches (76 mm). Building paper shall be placed at the transverse joints to avoid double placement of the accelerated cure slurry seal.

3.8 WEATHER LIMITATIONS

- A. The accelerated curing slurry seal mixture shall not be placed when the ambient temperature is below 50°F or during unsuitable weather. Accelerated curing slurry seal shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours. Ambient temperatures should be forecasted to reach above 65°F with suitable weather conditions before applying accelerated cure slurry seal.

3.12 STRIPING

- A. **Permanent striping shall be installed after seven (7) days but no later than ten (10) days after the accelerated curing slurry seal is complete.**

PART 4 -- MEASUREMENT AND PAYMENT

4.1 ACCELERATED CURING SLURRY SEAL TYPE II

- A. DESCRIPTION

Work for this item shall include the placement of the accelerated curing slurry seal Type II on the specified streets as required in these Specifications. Payment shall include full compensation for furnishing

all labor, striping and vegetation removal, sweeping, oil spots removal, materials, tools and equipment necessary to complete this work. The quantity of asphaltic emulsion used as paint binder (tack coat) is to be included in the cost of the accelerated curing slurry seal. This includes the use of a pneumatic tire roller on all street receiving a Type II seal coat.

B. MEASUREMENT AND PAYMENT

This item shall be measured and paid on a per square yard basis. Payment shall include full compensation for furnishing all labor, equipment, tools, and materials necessary to complete this item.

PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR
2015 STREETS RESURFACING PROJECT

CONTRACT NO. 325374

Name of Bidder: _____
(Name must be exactly as it appears [or will appear] on Contractor's license)

Business Address: _____

Telephone No.: _____

Place of Residence: _____

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:

BID FORM (EXHIBIT A)

2015 STREETS RESURFACING PROJECT

CONTRACT NO.: 325374

BASE BID

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	121000	Traffic Control Systems	LS	1		
2	378000	Accelerated Cure Slurry Seal	SY	182,326		
3	840504	4" Thermoplastic Traffic Stripe	LF	38,189		
4	840504	4" Thermoplastic Traffic Stripe (Double Yellow)	LF	940		
5	840505	6" Thermoplastic Traffic Stripe	LF	14,065		
6	840506	8" Thermoplastic Traffic Stripe	LF	290		
7	840515	Thermoplastic Pavement Marking	SF	15,492		
8	850111	Pavement Marker (Retroreflective)	EA	1,955		
9	999990	Mobilization	LS	1		

BASE BID TOTAL

ADDITIVE OPTION

1	121000	Traffic Control Systems	LS	1		
2	378000	Accelerated Cure Slurry Seal	SY	8,800		
3	840504	4" Thermoplastic Traffic Stripe	LF	5,356		
4	840505	6" Thermoplastic Traffic Stripe	LF	4,692		
5	840515	Thermoplastic Pavement Marking	SF	1,880		

ADDITIVE OPTION

ACKNOWLEDGEMENT OF ADDENDA

<u>ADDENDUM NO.</u>	<u>INITIAL</u>
_____	_____
_____	_____
_____	_____

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is _____

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

in the amount of at least **TEN PERCENT (10%)** of the total bid.

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

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual copartners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an act providing 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 contractors license number until the time that the contract is to be awarded.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Bidder's Business Address _____

Place of Residence _____

BIDDER'S BOND
COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS
2015 STREETS RESURFACING PROJECT

CONTRACT NO. 325374

for which bids are to be opened on **TUESDAY, JULY 21, 2015**, at 2:00 PM, in the Office of the Clerk of the Board, Humboldt County Courthouse, in Eureka, California.

Know all men by these presents: That we _____

_____, as **PRINCIPAL**,

and _____,

as **SURETY**, are held and firmly bound unto the County of Humboldt in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the **PRINCIPAL** named above, submitted by said **PRINCIPAL** to the County of Humboldt for the work described above, for the payment of which sum is lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, 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 County of Humboldt, as aforesaid, for the construction as specifically described above,

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 20 ____.

_____ (seal)

_____ (seal)

PRINCIPAL

_____ (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.

(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

The bidder shall list all subcontractors in accordance with Section 2-1.33C of the Standard Specifications. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Interested in Bidding on:	Description of Portion of Work to be Performed
<i>Name</i>	<i>Phone</i>	Airport (FAA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Address</i>			
<i>City State ZIP</i>	<i>Fax</i>	Highway (FHWA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Name</i>	<i>Phone</i>	Airport (FAA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Address</i>			
<i>City State ZIP</i>	<i>Fax</i>	Highway (FHWA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Name</i>	<i>Phone</i>	Airport (FAA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Address</i>			
<i>City State ZIP</i>	<i>Fax</i>	Highway (FHWA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Name</i>	<i>Phone</i>	Airport (FAA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Address</i>			
<i>City State ZIP</i>	<i>Fax</i>	Highway (FHWA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Name</i>	<i>Phone</i>	Airport (FAA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Address</i>			
<i>City State ZIP</i>	<i>Fax</i>	Highway (FHWA) funded work: <input type="checkbox"/> YES <input type="checkbox"/> NO	

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

YES NO

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

PUBLIC CONTRACT CODE 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.

NOTE : 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 subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

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.

NOTE : 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.

AGREEMENT

This is an AGREEMENT made and entered into this _____ day

Of _____, by and between the County of Humboldt, a

political subdivision of the State of California (hereinafter referred to as COUNTY)

and _____.

a corporation organized and existing under the laws of the State of **California**;

hereinafter referred to as "CONTRACTOR".

County and Contractor for the consideration hereinafter named agree as follows:

Section 1 - SCOPE OF WORK

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

2015 STREETS RESURFACING PROJECT

CONTRACT NO. 325374

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
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Performance Bond
- Payment Bond
- This Agreement
- 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 21 working days beginning on the fifteenth calendar day after the date of said approval of contract. All accelerated cure slurry seal work shall be completed by September 30, 2015. Striping shall fall on subsequent days following per project specifications.

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

Notices required to be given to CONTRACTOR shall be addressed as follows:

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

COUNTY OF HUMBOLDT

BY _____

(SEAL)

Chairman, Board of Supervisors
of the County of Humboldt,
State of California

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

BY _____

Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____

Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS :

THAT WHEREAS , the County of Humboldt, by its order made _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

NOW , THEREFORE , we the Principal and _____, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of _____ Dollars (\$ _____) , lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

AND , the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations 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.

IN WITNESS WHEREOF , this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 20 _____.

PRINCIPAL
BY _____

SURETY
BY _____
Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS : that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(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 bind ourselves, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto 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 instrument is executed in ____ counterparts, one of which shall
(number)
be deemed an original, this the _____ day of _____ , 20 ____ .

ATTEST :

(Principal) Secretary
(SEAL)

Principal
BY _____ (s)

(Witness as to Principal)

Address

Address

Surety

ATTEST :

(SEAL)

(Witness as to Surety)

Address

BY _____
Attorney - in - Fact

Address

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.

2015 Street Resurfacing Project Summary Table

Street		From	To	ACSS-surfacing Square Yards	Thermo Plastic	4" Yellow (LF)	4" White (LF)	6" White (LF)	12" White (LF)	Stop Legend (SF)	White Ladder Xwalk	12" White Xwalk	White Legend (SF)	Yellow Ladder Xwalk	4" Double Yellow (LF)
Kat		Samoia	Foster	20540	4500	3600	4500	4500	10	4	4	10	26	31	2
Spear		Alliance	Ribiero	3520	1760	880	1760	1760	20	1	1	192	9	4	192
Villia Way		11th	Haeger	1200	300	300			20	1	1				
S st		Haeger Ave	Zehndner Ave	1200	300	300			20	1	1				
Zehndner Ave		Janes Rd	Q st	7180	1795				40	2	2				1
Q st		17th	11th	7200	1000				40	2	2			16	2
P st		13th	11th	2400	600				20	1	1				
12th		O st	P st	2400	600				20	1	1				
Union st		11th	14th	3600	900				40	2	2				
14th		Union st	LK Wood	4800	1200				40	2	2				
H St		G St Loop	13th	10533	2000		1800	2300	240	6	4	4	16	16	
G St		17th	Sunset Ave	3467	800		800	1300	40	2	1	3	3	6	
LK Wood		St Louis OC	Granite	10222	2300		2600		2	2	1	1		24	
Haeger		Janes	Villa	2600	600				20	1	1			2	2

EUREKA

Street	From	To	ACSS-surfacing Square Yards	Thermo Plastic	4" Y(LF) det 2	4" White (LF)	6" White (LF)	8" W(LF) det38B	White Legend (SF)	4" DY (LF) detaill 22
Myrtle Ave	West Ave	Harrison Ave	14750	2440		4205	250	250	1272	480
West Ave/S St	Myrtle Ave	Buhne St	21900	4185			190	190	612	460

FORTUNA

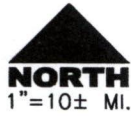
Street	From	To	ACSS-surfacing Square Yards	Thermo Plastic	4" Yellow (LF)	4" White (LF)	6" White (LF)	8" W(LF) det38B	White Legend (SF)
N Street	15th	9th	4470	1505	23				673
12th St	P St	Main St	4590			30	40	40	258
11th St	P St	Main St	4590	23		290			315
10th St	P St	Main St	4400	23		549			353
9th St	P St	Main St	4400	23		15			187
Alamar Wy	Riverwalk	Riverwalk	8170						84
320 Main Prkg			1665	23		790			

HUMBOLDT COUNTY

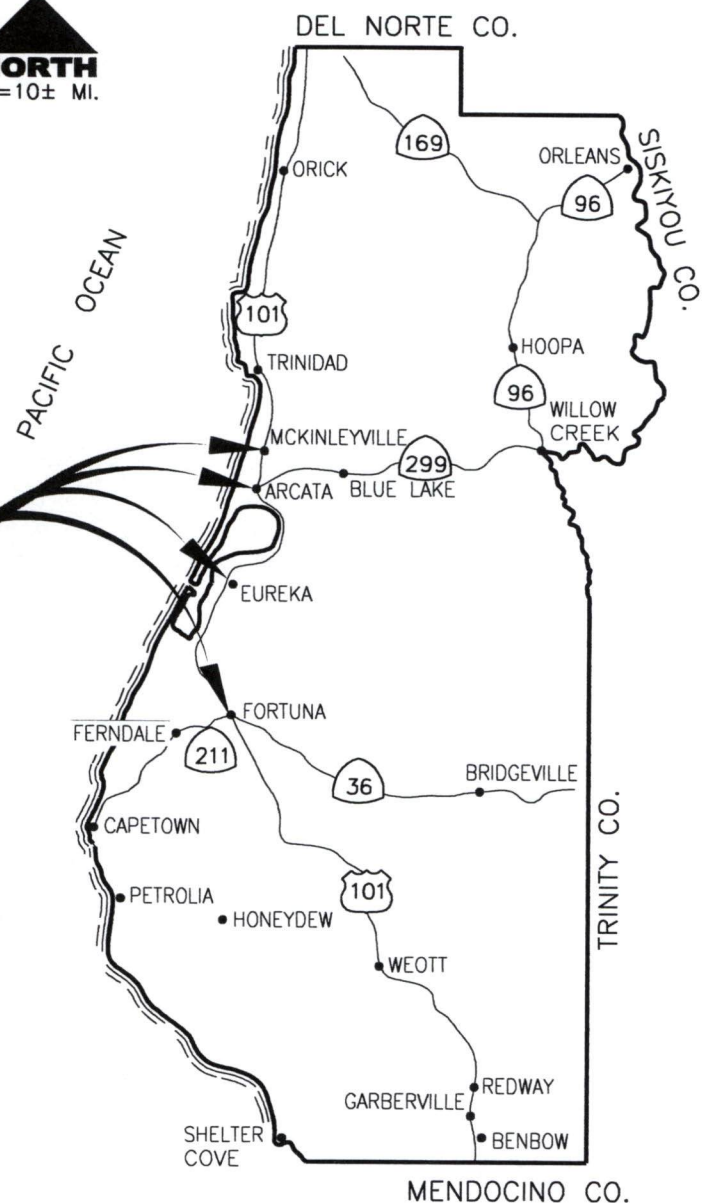
Street	From	To	ACSS-surfacing Square Yards	Thermo Plastic	4" Y(LF) det 2	4" White (LF)	6" White (LF)	White Legend (SF)
Wrangler Ct	Buganig Ave	End	1941					266
Stallion Ct	Wrangler Ct	End	1814					
Chanterelle Dr	Heartwood Dr	Heartwood Dr	6372					
Bella Vista	Central Ave	PM 0.23	7787					
Holly Dr	Centrail Ave	Lime	10480					

Humboldt County Additive Option

Street	From	To	ACSS-surfacing Square Yards	Thermo Plastic	4" Y(LF) det 2	4" White (LF)	6" White (LF)	White Legend (SF)
Trinity St	Quaker St	Myrtle Ave	8800		1800	3600	3600	266
Quaker St	Trinity St	Park St			2626	5252	5252	448



**PROJECT
LOCATIONS**



LOCATION MAP



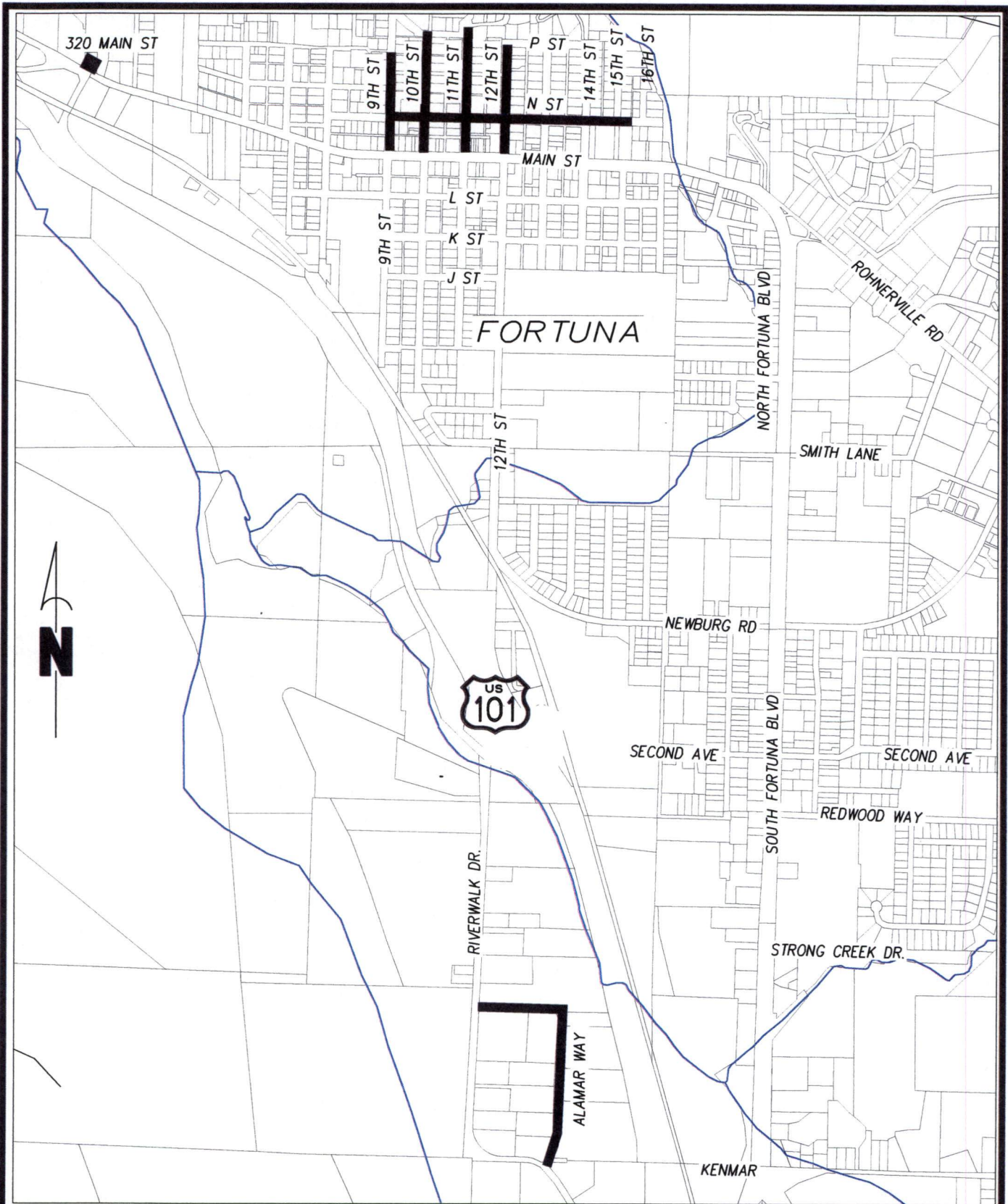
COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

1106 SECOND STREET * EUREKA * CA * 95501
TEL (707) 445-7377 * FAX (707) 445-7409

McKINLEYVILLE, ARCATA, EUREKA, & FORTUNA
2015 RESURFACING PROJECT

FILE NAME:

PLOT DATE:



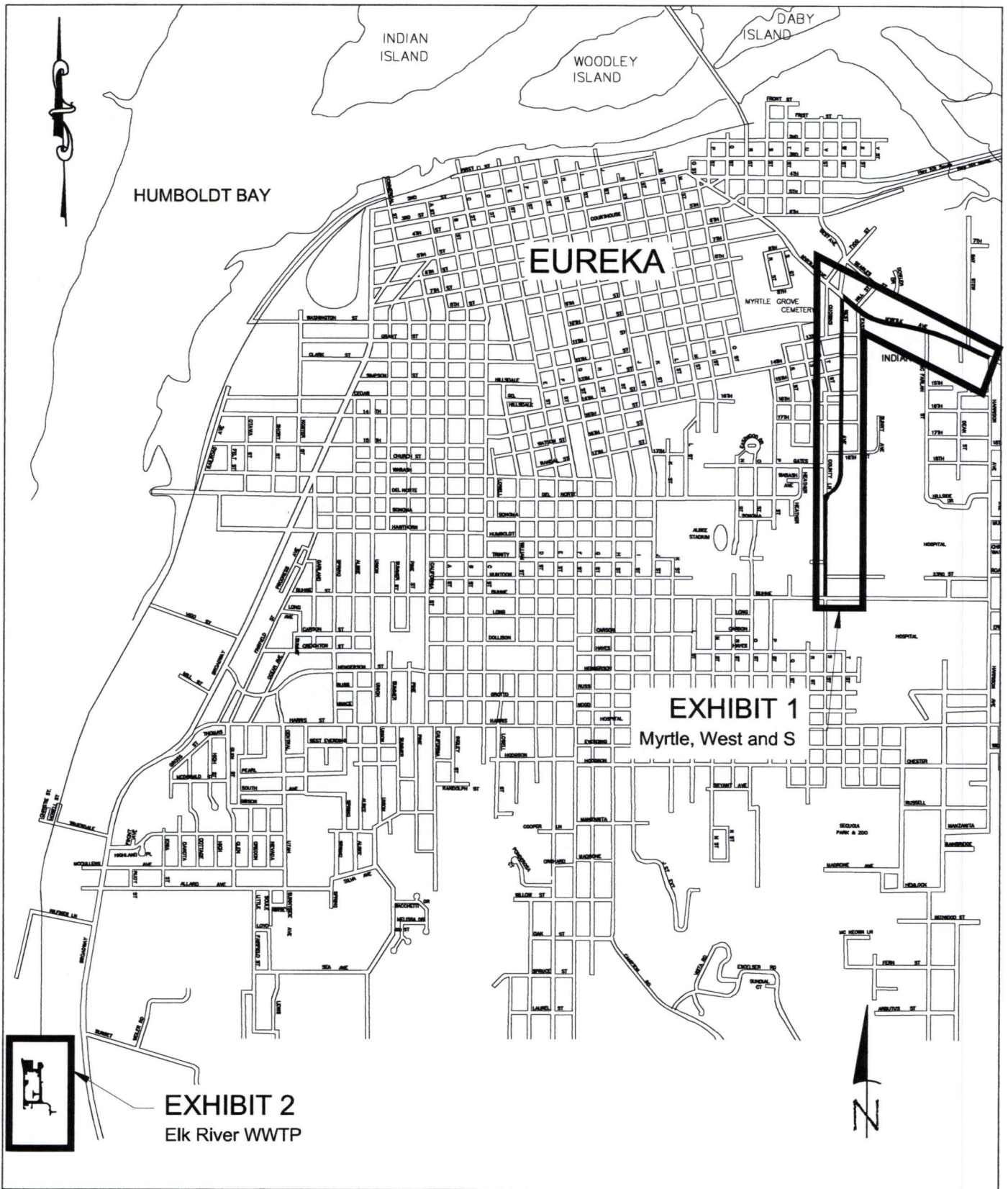
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COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

1106 SECOND STREET * EUREKA * CA * 95501
TEL (707) 445-7377 * FAX (707) 445-7409

CITY OF FORTUNA
2015 RESURFACING PROJECT



KEY MAP

PAVEMENT SEALING 2015 PROJECT

Scale: N.T.S.
 Date: 6/02/2015
 File: Pavement Sealing 2015.dwg

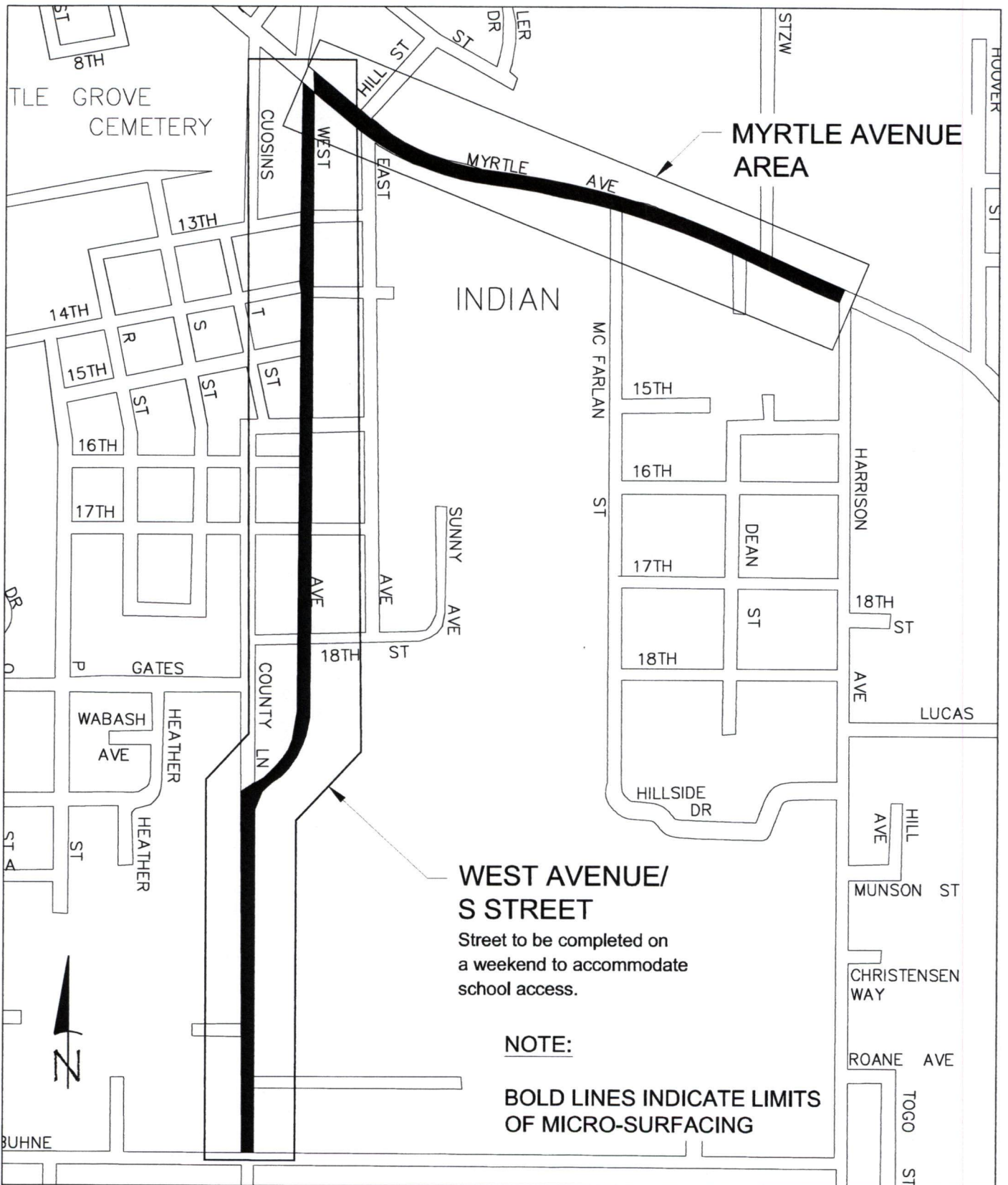
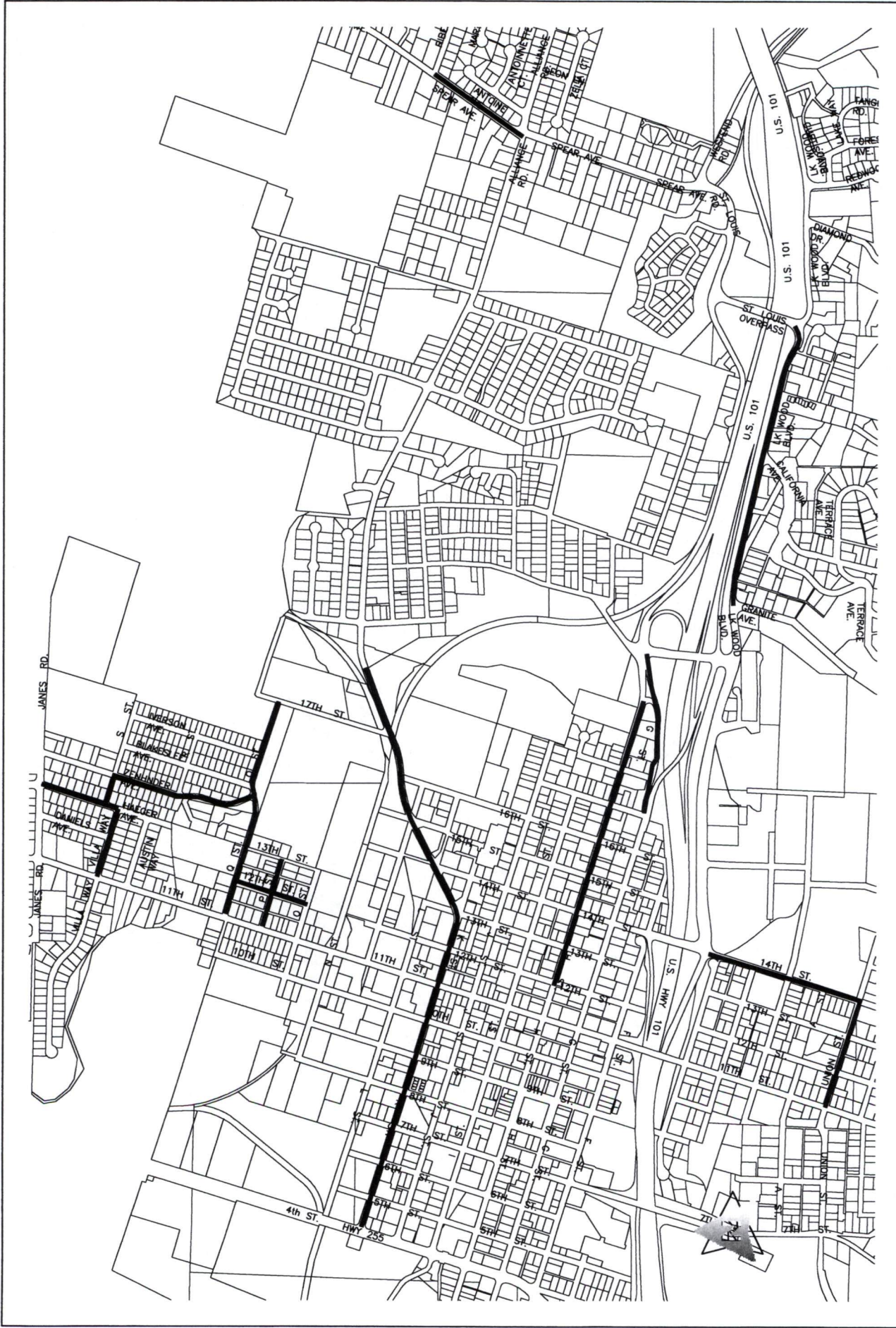


EXHIBIT 1 - Myrtle, West and S

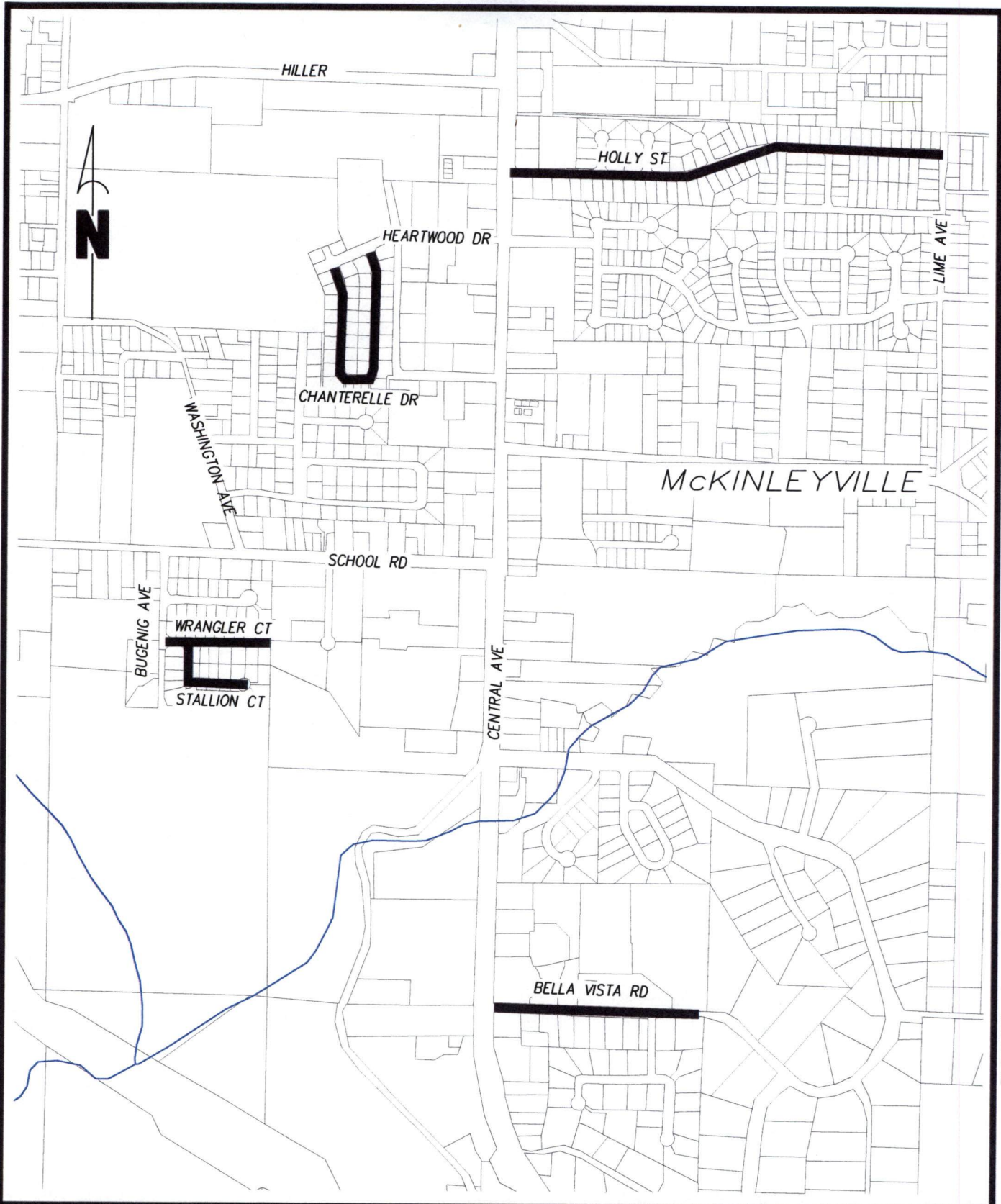
PAVEMENT SEALING 2015 PROJECT

Scale: N.T.S.
Date: 6/02/2015
File: Pavement Sealing 2015.dwg



CITY OF ARCATA MAP
 2015 SLURRY PROJECT

SCALE: N.T.S.
 DATE: 6/8/2015
 FILE: slurry_project_2015.dwg



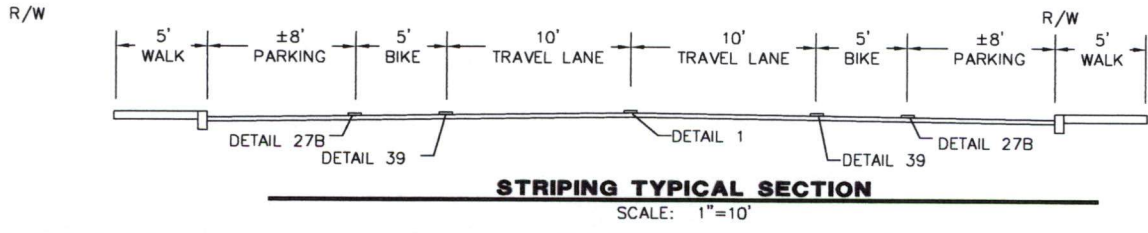
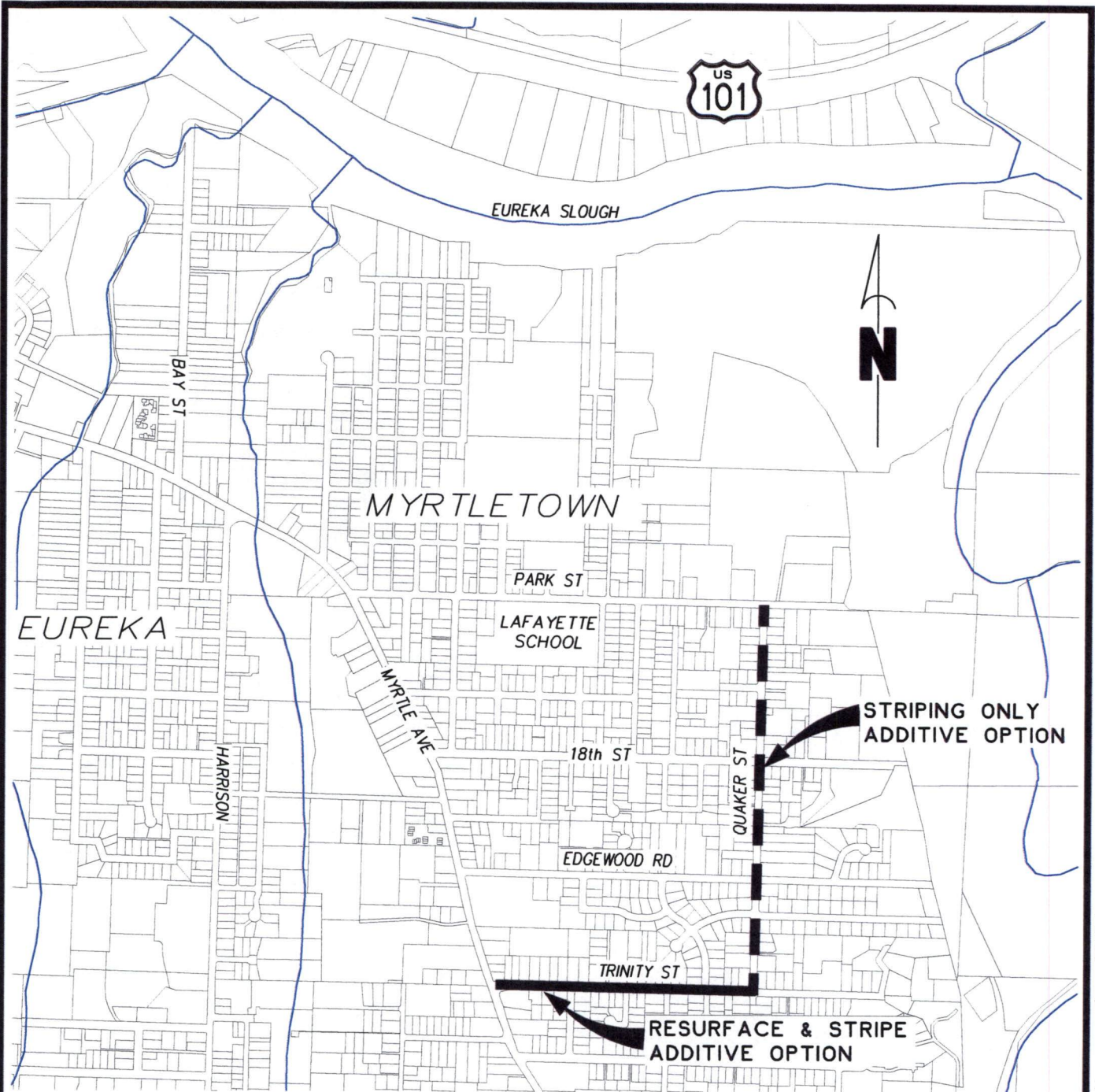
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COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

1106 SECOND STREET * EUREKA * CA * 95501
TEL (707) 445-7377 * FAX (707) 445-7409

COUNTY OF HUMBOLDT (McKINLEYVILLE)
2015 RESURFACING PROJECT



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COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

1106 SECOND STREET * EUREKA * CA * 95501
TEL (707) 445-7377 * FAX (707) 445-7409

COUNTY OF HUMBOLDT (EUREKA)
2015 RESURFACING PROJECT