

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



# SPECIAL PROVISIONS

NOTICE TO BIDDERS,  
PROPOSAL AND CONTRACT

FOR

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**

**PROJECT NO.: ATPL 5904(170)  
CONTRACT NO.: 218101**

**60 WORKING DAYS**

FOR USE WITH Standard Specifications dated 2022,  
Standard Plans dated 2022, Prevailing Wage Rates,  
Labor Surcharge and Equipment Rental Rates

**BIDS OPEN: APRIL 4, 2023 AT 2:00 PM**

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

**Note:** To register as a plan-holder, prospective bidders must email a request to the Department of Public Works Contact Person. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

# SPECIAL PROVISIONS

NOTICE TO BIDDERS,  
PROPOSAL AND CONTRACT

FOR

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**

**PROJECT NO.: ATPL 5904(170)  
CONTRACT NO.: 218101**

Prepared by

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

**Recommended:**



Jeffrey A. Ball  
RCE 70631, Expires 6/30/2023

2-8-2023

Date



**Approved:**



Tony R. Seghetti  
RCE 63174, Expires 09/30/2024

2-8-2023

Date



## TABLE OF CONTENTS

<b>NOTICE TO BIDDERS.....</b>	<b>4</b>
<b>SPECIAL PROVISIONS.....</b>	<b>6</b>
<b>DIVISION I GENERAL PROVISIONS .....</b>	<b>6</b>
1 GENERAL .....	6
2 BIDDING .....	7
<i>BID OPENING</i> .....	8
<i>BID RIGGING</i> .....	8
3 CONTRACT AWARD AND EXECUTION .....	8
<i>CONTRACT AWARD</i> .....	9
<i>CONTRACTOR LICENSE</i> .....	9
4 SCOPE OF WORK.....	11
<i>CHANGED CONDITIONS</i> .....	11
5 CONTROL OF WORK .....	13
6 CONTROL OF MATERIALS.....	14
<i>QUALITY ASSURANCE</i> .....	14
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC.....	14
8 PROSECUTION AND PROGRESS .....	15
<i>BEGINNING OF WORK</i> .....	15
<i>TIME OF COMPLETION</i> .....	16
<i>LIQUIDATED DAMAGES</i> .....	16
9 PAYMENT.....	16
<i>PROMPT PAYMENT FROM THE COUNTY TO THE CONTRACTORS</i> .....	16
<b>DIVISION II GENERAL CONSTRUCTION.....</b>	<b>20</b>
12 TEMPORARY TRAFFIC CONTROL.....	20
13 WATER POLLUTION CONTROL .....	22
14 ENVIRONMENTAL STEWARDSHIP .....	23
<b>DIVISION III EARTHWORK AND LANDSCAPE .....</b>	<b>24</b>
21 EROSION CONTROL .....	25
<b>DIVISION IV SUBBASES AND BASES .....</b>	<b>26</b>
26 AGGREGATE BASES .....	26
<b>DIVISION V SURFACINGS AND PAVEMENTS.....</b>	<b>26</b>
39 ASPHALT CONCRETE .....	26
<b>DIVISION VII DRAINAGE FACILITIES.....</b>	<b>28</b>
70 MISCELLANEOUS DRAINAGE FACILITIES .....	28
<b>DIVISION VIII MISCELLANEOUS CONSTRUCTION.....</b>	<b>29</b>
73 CONCRETE CURBS AND SIDEWALKS .....	29
<b>DIVISION IX TRAFFIC CONTROL DEVICES .....</b>	<b>30</b>
84 MARKINGS.....	30
<b>DIVISION X ELECTRICAL WORK.....</b>	<b>30</b>
86 GENERAL .....	30
87 ELECTRICAL SYSTEMS .....	32
<b>PROPOSAL.....</b>	<b>40</b>
BID FORM (EXHIBIT A) PAGE 1 OF 2 .....	43
BID FORM (EXHIBIT A) PAGE 2 OF 2 .....	44
PROPOSAL SIGNATURE PAGE .....	45
BIDDER'S BOND .....	46
CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION.....	47
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT .....	48
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE.....	48

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT .....	49
DEBARMENT AND SUSPENSION CERTIFICATION .....	50
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION .....	51
NONCOLLUSION AFFIDAVIT .....	52
LIST OF SUBCONTRACTORS .....	53
<b>AGREEMENT.....</b>	<b>54</b>
SECTION 1 - SCOPE OF WORK .....	54
SECTION 2 - CONTRACT PRICE.....	54
SECTION 3 - CONTRACT DOCUMENTS .....	55
SECTION 4 - BEGINNING OF WORK .....	55
SECTION 5 - TIME OF COMPLETION .....	56
SECTION 6 - PREVAILING WAGE.....	56
SECTION 7 - WORKERS' COMPENSATION .....	56
SECTION 8 - COMPLIANCE WITH LAWS .....	56
SECTION 9 - NOTICES .....	56
PAYMENT BOND.....	58
PERFORMANCE BOND .....	59

## STANDARD PLANS LIST

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

<b>ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND</b>	
A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
<b>PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS</b>	
A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings - Arrows
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words, Limit and Yield Lines
A24F	Pavement Markings - Crosswalks
<b>EXCAVATION AND BACKFILL</b>	
A62A	Excavation and Backfill - Miscellaneous Details
A62F	Excavation and Backfill - Metal and Plastic Culverts
<b>OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES</b>	
A73C	Delineators, Channelizers and Barricades
<b>CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING</b>	
A87A	Curbs and Driveways
RSP A87B	Hot Mix Asphalt Dikes
A88A	Curb Ramp Details
A88B	Curb Ramp and Island Passageway Details
<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>	
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
<b>TEMPORARY WATER POLLUTION CONTROL</b>	
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
<b>ROADSIDE SIGNS</b>	
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4
<b>ELECTRICAL SYSTEMS - LEGEND AND ABBREVIATIONS</b>	
ES-1A	Electrical Systems (Legend)
ES-1B	Electrical Systems (Legend)
RSP ES-1C	Electrical Systems (Legend)
<b>ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARDS</b>	
ES-7B	Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)



COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS**

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

**Department of Public Works**  
**SEALED BID for (Project Name)**  
County of Humboldt  
1106 Second Street  
Eureka, California, 95501

until 2:00 PM, **TUESDAY, APRIL 4, 2023**, at which time they will be publicly opened by the Department of Public Works of the County of Humboldt at a public meeting located at the parking lot of the building on 1106 Second Street, Eureka CA, for performing work as follows:

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**  
**PROJECT NO.: ATPL 5904(170)**  
**CONTRACT NO.: 218101**

Bids are required for the entire work as described herein:

The work to be done consists of traffic control system, roadway excavation, hot mix asphalt for bike lanes, concrete curb ramps and infill sidewalk, detectable warning surfaces, structure excavation, welded wire wall, chain link fence, thermoplastic striping and markings, roadway signs, solar powered pedestrian crossing signs with rectangular rapid flashing beacons. Bidders are advised that the work must be completed within **60 working days**. The Engineer's Estimate for this work is: **\$491,470**.

Plans, Special Provisions and Proposal Forms may be viewed at the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501, at area plan centers and on the County's website at: <http://humboldt.gov/Bids.aspx>.

To receive electronic bid documents and to **register as a plan-holder**, prospective bidders must email a request to the following project contact: Department of Public Works Office Assistant, [PWEngineering@co.humboldt.ca.us](mailto:PWEngineering@co.humboldt.ca.us), (707) 445-7652. Failure to register as a plan-holder with Department of Public Works may result in a nonresponsive bid.

Printed copies of the contract documents 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, planholder list or project estimate  
(707) 445-7377 Engineering division, questions regarding plans or specs  
(707) 445-7409 Fax transmissions

Plans and Special Provisions reference the Caltrans Standard Specifications and Standard Plans dated 2022. Provisions that reference federal-aid contracts are applicable.

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.

No pre-bid meeting is scheduled for this project.

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

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 2<sup>nd</sup> Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

KATHY HAYES

Clerk of the Board of Supervisors

County of Humboldt, State of California

DATED: \_\_\_\_\_



COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS

**SPECIAL PROVISIONS  
FOR**

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS  
PROJECT NO.: ATPL 5904(170)  
CONTRACT NO.: 218101**

**DIVISION I GENERAL PROVISIONS**

**1 GENERAL**

*Add to section 1-1.01:*

The work embraced herein shall be done in accordance with the **STANDARD SPECIFICATIONS dated 2022**, and the **STANDARD PLANS dated 2022**, and revisions thereto, 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.

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof. Items considered public information will be available for review after the bid opening.







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.

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 the 2nd paragraph in section 3-1.04 with:*

#### **CONTRACT AWARD**

If the County awards the contract, the award is made to the lowest responsible and responsive bidder.

*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 3-1.06 with:*

#### **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

*Replace section 3-1.07 with:*

- 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



will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

#### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### **C. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

^^

## 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.

### *Add to section 5-1.36C:*

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm (6 inches) in diameter or pipelines operating at pressures greater than 415 kPa (60 psi) gauge; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

### COORDINATION WITH MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Attention is directed to Section 5-1.20 “Coordination with Other Entities”, and 5-1.36C “Non-highway Facilities,” of the Standard Specifications. The McKinleyville Community Services District must be contacted for coordination and notified at a minimum of 14 calendar days in advanced of any scheduled









The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the County fails to pay promptly, the County shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

***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 retention, withholds and the balance due after deduction of previous payments.

***Replace sections 9-1.17(D) through 9-1.22, with the following:***

**9-1.17D**

**FINAL PAYMENT AND CLAIMS**

**9-1.17D(1)**

Sections 9-1.17D through 9-1.22 of the Standard Specifications shall be replaced with the following provisions as required by California Public Contract Code Section 9204 .

**9-1.17D(2)**

For purposes of this section:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
  - 1.1 A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
  - 1.2 Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
  - 1.3 Payment of an amount that is disputed by the public entity.
2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

3. “Public entity” means, without limitation, except as provided herein, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency. However, the term “public entity” shall not include any of the following:
  - 3.1 The Department of Water Resources as to any project under the jurisdiction of that department.
  - 3.2 The Department of Transportation as to any project under the jurisdiction of that department.
  - 3.3 The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - 3.4 The Department of Correction and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with section 7000) of Title 7 of Part 3 of the California Penal Code.
  - 3.5 The Military Department as to any project under the jurisdiction of that department.
  - 3.6 The Department of General Services as to all other projects.
  - 3.7 The High-Speed Rail Authority.
4. “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
5. “subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

**9-1.17D(3)(a)**

Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

**9-1.17D(3)(b)**

The claimant shall furnish reasonable documentation to support the claim.

**9-1.17D(3)(c)**

If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or

extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

**9-1.17D(3)(d)**

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

**9-1.17D(4)(a)**

If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

**9-1.17D(4)(b)**

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

**9-1.17D(4)(c)**

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

**9-1.17D(4)(d)**

Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

**9-1.17D(4)(e)**

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

**9-1.17D(5)**

Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being



***Replace the last paragraph of section 12-4.01 with:***

Notify the local authorities in writing of your intent to begin work at least 5 days before work is to start. Submit a copy of the notice and send it to the local authorities before commencement of construction. Cooperate with local authorities to handle traffic through the area and make arrangements to keep the working area clear of parked vehicles. The local authorities must consist of:

1. Humboldt County Sheriff Department - (707) 445-7251

If work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C(8).

Keep a minimum of 1 traffic lane at least 10 feet wide open for traffic, **except the full width of the traveled way must be open when construction operations are not active or an approved traffic control plan is in place.**

**Add to the end of the 1st paragraph of section 12-4.02C(7)(a):**

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

**Add to the end of section 12-4.02C(7)(b):**

Closure spacing is the distance between the last cone of the upstream closure and the temporary sign W20-1 of the downstream closure. The number of lanes open in the upstream closures must be less than or equal to the number of lanes open in the downstream closures.

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 15 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 1 mile between flaggers.

***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. The traffic control system for a lane closure must comply with the details in Section 12-5.

Traffic control system does include signage.

**12-5.03 CONSTRUCTION**

**12-5.03A General**

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

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.













**Replace Table in Section 39-2.02B(2) with:**

**Type A HMA Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	$N_{\text{initial}} > 8.0$ $N_{\text{design}} = 4.0 (\pm 2.0\%)$ ( $N_{\text{design}} = 5.0$ for 1-inch aggregate) $N_{\text{max}} > 2.0$
Gyrations compaction (no. of gyrations)	AASHTO T 312	$N_{\text{initial}} = 8$ $N_{\text{design}} = 85.0$ $N_{\text{max}} = 130$
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5  13.5–16.5 14.5–17.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.55-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	AASHTO T 324 (Modified) <sup>c</sup>	10,000 15,000 20,000 25,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

*Replace Table in Section 39-2.02B(4)(a) with:*

**Aggregate Quality**

Quality characteristic	Test method	Requirement
Percent of crushed particles:	AASHTO T 335	
Coarse aggregate (min, %)		
One-fractured face		90
Two-fractured faces		85
Fine aggregate (min, %)	AASHTO T 335	
(Passing No. 4 sieve and retained on No. 8 sieve.)		
One-fractured face		70
Los Angeles Rattler (max, %)	AASHTO T 96	
Loss at 100 Rev.		12
Loss at 500 Rev.		40
Sand equivalent (min) <sup>a</sup>	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>b</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>b</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate, except if your JMF fails verification. Manufactured sand is fine aggregate produced by crushing rock or gravel.



## DIVISION VII DRAINAGE FACILITIES

### 70 MISCELLANEOUS DRAINAGE FACILITIES

*Replace "Reserved" in section 70-9 with:*

#### 70-9 GUTTER COVER PLATE DRAIN

##### 70-9.01 GENERAL

##### 70-9.01A Summary

Section 70-9 includes specifications for constructing steel or aluminum gutter cover plate drain.

##### 70-9.02 MATERIALS

Gutter cover drain must be made from checkered plate and may be anodized 6061 aluminum or galvanized or stainless steel with non-slip surface.

Gutter cover plate shall be 24" wide or as shown in the plans.

Screws shall be stainless steel.

Angle iron shall be either stainless steel or galvanized steel and comply with section 75.

Reinforcement must comply with section 52.

Concrete must comply with section 51.

**70-9.03 CONSTRUCTION**

Concrete flowline shall be smooth steel-troweled (not wood-troweled).

**70-9.04 PAYMENT**

Not used.

^^

**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

**73 CONCRETE CURBS AND SIDEWALKS**

*Replace section 73-3.04 with:*

Excavation for curb, gutter, sidewalk, curb ramp, driveway, curb extension, and valley gutter under minor concrete as shown on the plans is considered part of the minor concrete construction and will not be measured separately for payment.

Payment for the steel reinforcement as shown and noted in the plans for valley gutter, driveways, and gutter cover plates is included the minor concrete bid items.

Aggregate base place under minor concrete, will be measured separately for payment.

*Add to Section 73-4.01A:*

Minor Concrete (Stamped Concrete) consists of constructing a red brick textured pattern or approved alternate pattern in the areas shown on the plans.

^^





Enclosure for the accessible pedestrian signal must:

1. Weigh less than 7 lb
2. Measure less than 16 by 6 by 5 inches
3. Have a wiring hole with a diameter not exceeding 1-1/8 inches
5. Have a switch for a push button
6. Have a vibrotactile device on the push button or on the arrow
7. Have an internal weatherproof speaker and microphone that senses the ambient sound level

The separation between adjacent holes used for conductors and mounting must be at least twice the diameter of the larger hole.

The speaker grills must be located on the surface of the enclosure. The speakers must not interfere with the housing or its mounting hardware.

The cable between the accessible pedestrian signal assembly and the pedestrian signal head must have a:

1. Minimum four no. 18 stranded or larger tinned copper conductors with a minimum insulation thickness of 15 mils
2. Cable jacket with a minimum thickness of 20 mils and rated for a minimum:
  - 2.1. 300 V(ac)
  - 2.2. 80 degrees C
3. Nominal outside diameter less than 350 mils
4. Conductor color code of black, white, red and green

***Replace section 86-1.02U with:***

### **86-1.02U PUSH BUTTON ASSEMBLIES**

The housing for a push button assembly must be made of die-cast aluminum, permanent mold-cast aluminum, or UV-stabilized self-extinguishing structural plastic. The plastic housing must have a color throughout that matches color no. 17038, 27038, or 37038 of FED-STD-595.

If the push button is to be attached to a pole, the housing must be shaped to fit the pole's curvature.

The assembly must be waterproof and shockproof.

The push button's switch must be a single-pole, double-throw switching unit with screw-type terminals rated 15 A at 125 V(ac).

Switch for the push button must have:

1. Plunger actuator and a U frame to allow recessed mounting in the push button housing
2. Operating force of 3.5 lb
3. Maximum pretravel of 5/64 inch
4. Minimum overtravel of 1/32 inch
5. Differential travel from 0.002 to 0.04 inch
6. Minimum 2-inch diameter actuator

The assembly shall be installed as shown on Standard Plans ES-7A and ES-5C.

Install the push button and the sign on the crosswalk side of the pole.

Pedestrian Push buttons shall also comply with the following provisions of the 2016 California Access Compliance Advisory Reference Manual. **11B-703.7.2.7**, as follows:

**11B-703.7.2.7 Pedestrian traffic-control buttons.** Pole-supported pedestrian traffic-control buttons shall





is present before final payment is made.

Perform the following testing:

1. Set up the sign to flash when the APS Pushbutton is pressed
2. The LEDs must:
  - 2.1. Turn on instantly
  - 2.2. Blank out upon a fixed adjustable time frame.
  - 2.3. Be extremely high contrast and visible in normal weather conditions. Turn off the dimmer option experimentally if the normal display is not too bright to view at night
3. Adjustable activation time must be between 0 – 120 seconds

### **87-10A(3)(b) Training**

Inform the Engineer at least 7 days before performing the tests. Humboldt County Department of Public Works Road and Equipment Maintenance staff will be present on site to observe the tests and get training on the operation of the RRFB.

Perform sample of test similar to the ones described under functional testing and provide a minimum of 2 hours of training to a maximum of 4 department employees on how to program, adjust, calibrate, troubleshoot and repair the sign.

Furnish materials and equipment for the training.

### **87-10A(3)(c) Warranty**

Furnish a 2 year replacement warranty from the manufacturer for RRFB and accessories against any defects or failures. The effective date of the warranty is the date of contract acceptance.

Replacement parts must arrive within 5 business days after receipt of the failed parts. The Department does not pay for replacement parts. Deliver replacement parts to the following Department's Road and Equipment Maintenance office:

Humboldt County Department of Public Works  
Road & Maintenance Division  
1106 Second Street  
Eureka, CA 95501

Provide from the manufacturer replacement components covered by warranty repairs at no charge in exchange for the part being replaced. The manufacturer must bear all the outbound shipping costs for warranty replacement components.

## **87-10B MATERIALS**

### **87-10B(1) General**

The RRFB must consist of two rapidly and alternately flashed rectangular yellow indications having LED-array based pulsing light sources. Each indication must be a minimum of approximately 5 inches wide by approximately 2 inches high.

The indications must be aligned horizontally, with the longer dimension horizontal and with the minimum space between the two indications of approximately 7 inches, measured from inside edge of one indication to inside edge of the other indication.

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

The product shall be Buy American compliant.

### 87-10B(2) Specifications

The RRFB must be installed to function as a warning beacon and meet the standards set forth in the California Manual on Uniform Traffic Control Devices (CAMUTCD) except for flash rate.

The RRFBs will be activated by ADA compliant pedestrian pushbuttons

Mount a pedestrian instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS on the pushbutton.

The RRFB must comply with the requirements in the following table:

Description	Requirements
Sign Reflective Sheeting	Compliance with current CAMUTCD requirements for reflectivity, materials and mounting guidelines.
Power	Photovoltaic system autonomy shall be a minimum of 10 days.
Interconnection between units	Wireless
LEDs	100,000 hour rated life
Hardware	Theft deterrent hardware
Serial # plate	With Manufacture date for informational and warranty purposes
Dimmer	Dim RRFB at night automatically with disable option
Wiring	Completely enclosed in control enclosure with access for replacement

The manufacturer's name, model number, serial number, date of manufacture, identification number, rated voltage, current, power, and volt-amperes must be permanently marked on the sign enclosure.

Rectangular rapid flashing beacon components including the electronic components must be easily replaceable in the field and not require special tools outside those normally found in the industry.

LEDs must be rated for 8 years operating life for the sign.

### 87-10B(3)(a) LED Indications

Rectangular rapid flashing beacon must not dim during daytime operation.

The LEDs must be ITE (Institute of Traffic Engineers) amber and have a wavelength from 590 nm to 600 nm and must be rated for 100,000 hours or more continuous illumination.

The luminance of the LED must be 650 foot-lambert or higher per California Test 606.

LEDs for the RRFB must meet or exceed the 85 percent of the standard light output after 48 months of continuous use over the temperature range.

The RRFB must be controlled in all functions by a dedicated computer that is of solid state design and removable.

The individual LEDs must be wired such that a catastrophic loss or failure of one LED will result in the loss of not more than 20 percent of each segment.

### 87-10B(3)(b) Mechanical

Provide aluminum, non-sealed, ventilated housing with tamper proof fasteners of brass and stainless steel hardware. Housing must be weather proof (NEMA 3R or better) and vandal resistant.

Internal components must be easily accessible and designed to allow efficient in-field repair without removal of the enclosure from the mounting post. Show attachments and mounting configuration in the shop drawings.

#### **87-10B(3)(c) Power Source**

The solar engine shall have the capacity to operate the flashing LED signs for 300 20-second activations per day year-round. The source of the insolation data shall be the NASA Atmospheric Data Center.

#### **87-10B(3)(d) Flashing Pattern**

Each of the two yellow indications must have 70 to 80 periods of flashing per minute and shall have alternating but approximately equal periods of flashing light emissions and dark operation.

During each of its 70 to 80 flashing periods per minute, the yellow indications on the left must emit two slow pulses of light after which the yellow indications on the right side must emit four rapid pulses of light followed by a longer pulse.

The duration of a predetermined period of operation of the RRFBs following each actuation must be based on the CAMUTCD procedures for timing of pedestrian clearance times for pedestrian signals.

#### **87-10C CONSTRUCTION**

Use RRFB to supplement a S1-1 (Pedestrian) crossing warning sign with a diagonal downward arrow (W16-7p) plaque.

The outside edges of the RRFB indications including any housings, must not project beyond the outside of the S1-1 sign.

Install RRFB at the crosswalk, one on the right-hand side of the roadway and one on the left-hand side of the roadway.

Install RRFB and control enclosure on a Caltrans Type 1-B Standard Detail ES-7B, Detail A-3 and per Contract drawings.

Comply with section 82-3 Roadside Signs.

#### **87-10D PAYMENT**

Not Used

*Replace "Reserved" in section 87-11 with:*

#### **87-11 FLASHING LED PEDESTRIAN CROSSING SIGN**

##### **87-11A General**

This special provision describes furnishing and installing a solar powered flashing LED pedestrian crossing sign (LED PCS) assembly.

### **87-11A(1)(a) Summary**

The flashing LED pedestrian crossing sign (LED PCS) system shall conform to all applicable FHWA and MUTCD standards and guidelines.

The flashing LED PCS assemblies shall include the following: a solar powered LED flashing sign S1-1, control unit, service equipment enclosure, and LED enhanced push button activation mechanisms as well as all equipment necessary to construct and maintain the complete system.

Crossing assemblies shall include a Rectangular Rapid Flashing Beacon (RRFB). Crossing assembly consists of a LED flashing S1-1 sign and W16-7P plaque.

The Flashing LED Pedestrian Crossing Sign must be compatible with the following systems to be installed under this contract:

- Photovoltaic Service (Section 87-9)
- Rectangular Rapid Flashing Beacon (RRFB) (Section 87-10)
- Accessible Pedestrian Signal (APS) (Section 86-1.02T)
- Push Button Assembly (PBA) (Section 86-1.02U)

### **87-11A(1)(b) Submittals**

Submit the following before shipping the LED PCS assembly to the job site:

1. Delivery form including Contract number and contact information
2. Manufacturer's name, contact information, and installation instructions
3. Maintenance manuals (2 copies)
4. Factory testing documentation for the sign
5. Operation manuals (3 copies)
6. Shop drawings showing the mechanical sign support, showing all electrical connections (2 copies)
7. Warranty documentation before installation

Submit a certificate of compliance for LED PCS System.

### **87-11A(1)(c) Functional Testing**

Qualified representative of the LED PCS System vendor must perform the site functional testing while the Engineer is present before final payment is made.

Perform the following testing:

1. Set up the sign to flash when the APS Pushbutton is pressed
2. The LEDs must:
  - 2.1. Turn on instantly
  - 2.2. Blank out upon a fixed adjustable time frame.
  - 2.3. Be extremely high contrast and visible in normal weather conditions. Turn off the dimmer option experimentally if the normal display is not too bright to view at night

### **87-11A(1)(d) Training**

Inform the Engineer at least 7 days before performing the tests. Humboldt County Department of Public Works Road and Equipment Maintenance staff will be present on site to observe the tests and get training on the operation of the LED PCS system.

Perform sample of test similar to the ones described under functional testing and provide a minimum of 2 hours of training to a maximum of 4 department employees on how to program, adjust, calibrate, troubleshoot and repair the sign.

Furnish materials and equipment for the training.

**87-11A(1)(e) Warranty**

Furnish a 2 year replacement warranty from the manufacturer for LED PCS system and accessories against any defects or failures. The effective date of the warranty is the date of contract acceptance.

Replacement parts must arrive within 5 business days after receipt of the failed parts. The Department does not pay for replacement parts. Deliver replacement parts to the following Department's Road and Equipment Maintenance office:

Humboldt County Department of Public Works  
Road & Maintenance Division  
1106 Second Street  
Eureka, CA 95501

Provide from the manufacturer replacement components covered by warranty repairs at no charge in exchange for the part being replaced. The manufacturer must bear all the outbound shipping costs for warranty replacement components.

**87-11A(2) Materials**

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

The LED PCS system shall be able to function autonomously for a minimum of 10 days

The system shall use a dedicated light sensor to detect night and day states and apply any optionally-enabled intensity adjustments.

**87-11A(3) Light Emitting Diode Light Source**

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

When activated, the two yellow indications in each LED sign shall flash simultaneously at a rate of more than 50 and less than 60 times per minute.

**87-11A(4) Service**

**87-11A(4)(a) LED PCS Flasher Unit**

The photovoltaic system shall have the capacity to operate the flashing LED signs for 300 20-second activations per day year-round and the solar street light for 4 hours after dusk at full brightness followed by dim brightness until dawn using the applicable peak sun hours insolation available at the installation location.

**87-11A(4)(b) LED PCS Controller Unit**

The LED PCS controller unit shall be energized by a photovoltaic system mounted on a Type 1-B Standard, Detail A-3. The photovoltaic system shall be capable of energizing the Rectangular Rapid Flashing Beacon (RRFB) per section 87-9 "Photovoltaic Service".



The minimum pedestrian crossing time must be based on a walking speed of 4 feet per second.

**87-11A(5) Pedestrian Activation System**

Pedestrian activation systems must be manual. Manual systems must consist of an accessible pedestrian signal (APS) assembly and push button assembly (PBA) post and must comply with sections 86-1.02T and 86-1.02U.

The LED PCS system shall provide wireless radio functionality between ADA compliant pedestrian push buttons assemblies (PBA), with unique channels to avoid activation of nearby systems.

**87-11A(6) Installation**

The LED PCS system shall be installed on a Caltrans Type 1-B Standard, Detail A-3 with mounting hardware supplied by the Contractor per Contract Drawings and these specifications.

**87-11A(7) Payment**

Payment for LED PCS system shall include full compensation for furnishing all labor, equipment, tools, and materials necessary to complete this item, including: the Type 1-B Standard, any excavation, concrete, steel reinforcement used in installing the Type 1-B Standard; the photovoltaic service, the Flashing LED Pedestrian Signs S1-1, W16-7P plaque; the RRFB system; the PBA & APS system; other required ADA plaque or paint; and miscellaneous hardware used to mount the individual systems on the Type 1-B Standard.

^^

**PROPOSAL**  
TO  
THE COUNTY OF HUMBOLDT  
FOR

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**  
**PROJECT NO.: ATPL 5904(170)**  
**CONTRACT NO.: 218101**

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 described above, including any addenda thereto, the contract annexed hereto and also in accordance with the California Department of Transportation Standard Plans dated 2022, the Standard Specifications dated 2022, 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 items of the base bid or the base bid plus the additive option if the additive option 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.

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County of Humboldt's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County of Humboldt in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County of Humboldt's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County of Humboldt or any employee thereof. Items considered public information will be available for review after the bid opening.

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 therefor the following prices, to wit:

**BID FORM (EXHIBIT A) PAGE 1 of 2**  
**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**  
**PROJECT NO.: ATPL 5904(170)**  
**CONTRACT NO.: 218101**

**BASE BID**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	120090	Construction Area Signs	LS	1		
2	120100	Traffic Control System	LS	1		
3	120120	Type III Barricade	EA	2		
4	129000	Temporary Railing (Type K)	LF	160		
5	130100	Job Site Management	LS	1		
6	130200	Prepare Water Pollution Control Program	LS	1		
7	130620	Temporary Drainage Inlet Protection	EA	6		
8	130900	Temporary Concrete Washout	LS	1		
9	153123	Remove Concrete (SQYD)	SQYD	265		
10	170103	Clearing and Grubbing	LS	1		
11	190101	Roadway Excavation	CY	826		
12	192001	Structure Excavation	CY	268		
13	193013	Structure Backfill (Retaining Wall)	CY	253		
14	260203	Class 2 Aggregate Base	CY	756		
15	390132	Hot Mix Asphalt (Type A)	TON	328		
16	394073	Place Hot Mix Asphalt Dike (Type A)	LF	68		
17	477020	Mechanically Stabilized Embankment	SF	480		
18	510501	Minor Concrete (Wire Wall Hardscape)	CY	2		
19	562001	Roadside Sign (Solar Powered, PPB W/ ADA Plaque, RRFB, S1-1 W/ LED Lights & W16-7P)	EA	2		
20	708000	Gutter Cover Plate	LF	50		
21	710232	Modify Drainage Facility	EA	1		
22	730070	Detectable Warning Surface	SF	98		
23	731516	Minor Concrete (Driveway & Valley Gutter)	CY	35		
24	731519	Minor Concrete (Stamped Concrete)	SF	114		
25	731627	Minor Concrete (Curb, Sidewalk and Curb Ramp)	CY	28		
26	803110	Reconstruct Wood Fence	LF	48		
27	803180	Relocate Chain Link Fence	LF	210		

**BID FORM (EXHIBIT A) PAGE 2 of 2**  
**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**  
**PROJECT NO.: ATPL 5904(170)**  
**CONTRACT NO.: 218101**

28	820131	Object markers (Type K-1)	EA	3		
29	820550	Reset Roadside Sign (Metal Post)	EA	1		
30	820620	Relocate Roadside Sign (Metal Post)	EA	6		
31	820840	Roadside Sign - One Post	EA	6		
32	820900	Install Roadside Sign Panel on Existing Post	EA	8		
33	840501	Thermoplastic Traffic Stripe	LF	3,400		
34	840515	Thermoplastic Pavement Marking	SF	592		
35	846030	Remove Thermoplastic Traffic Stripe	LF	280		
36	999990	Mobilization	LS	1		

NOTE: ITEM CODE LETTER DESIGNATION; P=ELIGIBLE FOR PARTIAL PAYMENT, F=FINAL PAY QUANTITY

**BASE BID TOTAL**

**ADDITIVE OPTION A**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
A1	390132	Hot Mix Asphalt (Type A)	TON	108		
A2	398200	Cold Plane Asphalt Concrete Pavement	SQYD	495		
A3	731627	Minor Concrete (Curb and Sidewalk)	CY	2		
A4	731760	Remove Concrete Curb and Sidewalk (SQYD)	SQYD	12		
A5	780258	Adjust Manhole Frame and Cover (Utility)	EA	1		
A6	780433	Paint Curb (2-Coat)	SQFT	20		
A7	840519	Thermoplastic Crosswalk and Pavement Marking	SQFT	192		

**ADDITIVE OPTION TOTAL**

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.

INITIAL

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 (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

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**  
**PROJECT NO.: ATPL 5904(170)**  
**CONTRACT NO.: 218101**

for which bids are to be opened on **TUESDAY, APRIL 4, 2023**, at 2:00 PM, at the Department of Public Works, 1106 Second Street, Eureka 95501, 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.

**Sign**



**Here**

---

---

---

(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. )

**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**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following 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 conformance 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 are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any 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 judgement 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 conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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.

**LIST OF SUBCONTRACTORS**  
**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**  
**PROJECT NO.: ATPL 5904(170)**  
**CONTRACT NO.: 218101**

The Bidder shall list the name and address; Contractor license number; Public Works Contractor registration number; and description of portion of work subcontracted to each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Section 2-1.10 of the Standard Specifications and the Special Provisions. **Photocopy this form for additional firms.**

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted
	PWC Reg. Number			

(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)

## AGREEMENT

This is an AGREEMENT made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, 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 \_\_\_\_\_;  
a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_  
an individual doing business as \_\_\_\_\_  
\_\_\_\_\_ in the State of California,  
hereinafter referred to as "CONTRACTOR".

### Section 1 - SCOPE OF WORK

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

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS  
PROJECT NO.: ATPL 5904(170)  
CONTRACT NO.: 218101**

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 Bidders
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Supplemental Project Information
- 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 2022
- Revised Standard Plans – dated 10-21-2022
- Standard Specifications - dated 2022
- 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 receipt of Notice to Proceed by COUNTY and shall be fully completed within a period of 60 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

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

(SEAL) BY \_\_\_\_\_  
Chair, 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:

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**

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 way 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**

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Bond No. \_\_\_\_\_

**WHEREAS**, the County of Humboldt, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

**MCKINLEYVILLE SAFE ROUTES TO SCHOOLS**

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Humboldt in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Humboldt, its officers and agents, as therein stipulated, then this obligation shall become and 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\_\_.

Correspondence or claim relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor

\_\_\_\_\_  
Name of Surety (SEAL)

\_\_\_\_\_  
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_, a  
Notary public in and for the City / County of \_\_\_\_\_, personally appeared  
\_\_\_\_\_, known to me to be the person whose name is subscribed to this  
*Attorney-in-fact*  
instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledge to  
me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-  
fact.

(SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC**