## **AGREEMENT**

This is an	AGREEMENT made and entered into this	day
of A	, 20 25, by and between the County of Humbol	dt, a
political s	subdivision of the State of California (hereinafter referred to as CO	UNTY)
and	VSS International Inc.	
a corpora	ation organized and existing under the laws of the State of	California
hereinafte	er referred to as "CONTRACTOR"	

## Section 1 - SCOPE OF WORK

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

## 2025- MEASURE O ROAD MAINTENANCE PROJECT FIBERIZED MICRO SEAL. WADDINGTON ROAD, RIDGEWOOD/WALNUT ROAD, INDIANOLA CUTOFF

PROJECT NO.: MEASURE O CONTRACT NO.: 342008

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
 Performance Bond
 Payment Bond
 This Agreement
 Special Provisions

- Supplemental Project Information - Supplemental Project Information

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

- Standard Plans dated 2024
- Standard Specifications dated 2024
- 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	ı fifteen (15) day	s of receipt of Notice to
Proceed by COUNTY and shall be fully completed within a period	of45	_working days beginning
on the fifteenth calendar day after the date of said approval of contra		

## 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:
VSS International Inc.
3785 Channel Drive
West Sacramento CA. 95691
Calibraia Corporation
· · · · · · · · · · · · · · · · · · ·

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth. COUNTY OF HUMBOLDT Chair, Board of Supervisors (SEAL) of the County of Humboldt, State of California ATTEST: TRACY DAMICO Clerk of the Board of Supervisors of the County of Humboldt, State of California Jeff Roberts | President TITLE BYTITLE Jordan Reed, Treasurer (Two Signatures Required For Corporation) APPROVED AS TO FORM:

Deputy County Counsel

Risk Manager

AND APPROVED:

BY

INSURANCE CERTIFICATES REVIEWED

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

## COUNTY OF HUMBOLDT

(SEAL)	Chair, Board of Supervisors of the County of Humboldt, State of California	
ATTEST:		
TRACY DAMIC Clerk of the Board of the County of He State of California	of Supervisors	
BY		
Clerk of the Boa	rd	VSS INTERNATIONAL INC
		TITLE Jeff Roberts   President
		BY
		TITLE Jordan Reed, Treasurer
APPROVED AS TO		(Two Signatures Required For Corporation)
BY N/ Deputy County		
Deputy County	Counsel	
INSURANCE CERTAND APPROVED:	TIFICATES REVIEWED	
BY		
Risk Manage	r	

## BID FORM (EXHIBIT A) 2025- MEASURE O ROAD MAINTENANCE PROJECT FIBERIZED MICRO SEAL. WADDINGTON ROAD, RIDGEWOOD/WALNUT ROAD, INDIANOLA CUTOFF PROJECT NO.: MEASURE O

**CONTRACT NO.: 342008** 

## BASE BID - MEASURE O - FIBERIZED MICRO SEAL - 2025

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$70,720.000	\$70,720.00
2	37800	TYPE 3 FIBERIZED MICROCSURFACING	SQFT	760,000	\$0.380	\$288,800.00
3	37800	TYPE 2 FIBERIZED MICROCSURFACING	SQFT	760,000	\$0.410	\$311,600.00
4	999990	MOBILIZATION	LS	1	\$22,000.000	\$22,000.00

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

BID TOTAL \$693,120.00

VSS International, Inc.

(Bidder's Signature)

Jeff Roberts, President

(Title)



# County of Humboldt Department of Public Works 1106 Second Street Eureka, CA 95501 TEL (707) 445-7377 ADDENDUM NO. 1

(Issued July 30, 2025)

## 2025- MEASURE O ROAD MAINTENANCE PROJECT FIBERIZED MICRO SEAL. WADDINGTON ROAD, RIDGEWOOD/WALNUT ROAD, INDIANOLA CUTOFF

PROJECT NO.: MEASURE O CONTRACT NO.: 342008

The Notice to Bidders, Special Provisions and Agreement are hereby modified in accordance with the following:

1. [In General] References to 45 working days:

The original project documents reference 45 working days. Any references to 45 working days are to be replaced with a deadline of November 1, 2025. Specific references follow.

2. [Title Sheet] Replace "45 WORKING DAYS" with the following:

WORK COMPLETION DATE: NOVEMBER 1, 2025

3. [Notice to Bidders (page 4)] Change working days to match date deadline:

## Replace:

"The work to be done consists of traffic control systems, application of double fiberized micro seal. Fiberized Micro Seal will consist of initial coat of Type III fiberized micro seal followed by a Type II fiberized micro seal. Bidders are advised that the work must be completed within 45 working days. The Engineer's Estimate for this work is: \$842,000."

## With the following paragraph:

"The work to be done consists of traffic control systems, application of double fiberized micro seal. Fiberized Micro Seal will consist of initial coat of Type III fiberized micro seal followed by a Type II fiberized micro seal. Bidders are advised that the work must be completed before November 1, 2025. The Engineer's Estimate for this work is: \$842,000."

	IMPORTAN	T
	oeing sent EMAIL/FAX. To indicate ree e Department of Public Works.	ceipt of this Addendum please sign
	EMAIL: PWEngineering@co.humbe	oldt.ca.us
	or FAX: (707) 445-7409	
Received by:	Jeff Roberts, President	Date 07/31/2025
Company:	VSS International, Inc.	# Pages Received 2

## 4. [Special Provisions] Replace Section 8-1.05, paragraph 3 with the following:

TIME OF COMPLETION

Work shall be completed before November 1, 2025. Any remaining work not completed by November 1, 2025, will be subject to Liquidated Damages.

## 5. [Special Provisions] Replace Section 8-1.10A, paragraph 1 with the following:

The County of Humboldt specifies liquidated damages (Pub. Cont. Code § 10226). Liquidated damages, if any, accrue starting on November 1, 2025, through the day of Contract acceptance.

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.

## 6. [Agreement (page 46)] Replace paragraph 1 with the following:

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 by **November 1, 2025**. Work will begin on the fifteenth calendar day after the date of said approval of contract.

## **Contractor Questions**

The information below is provided in response to written bidder inquiries. The following items shall become part of the contract documents for this project and all other conditions shall remain the same:

Question 1: Will there be thermoplastic or pavement marker removal for this project?

**Answer:** County forces will remove existing thermoplastic and pavement markers prior to commencement of work.

Question 2: Will this project extend into next season?

Answer: See changes to Special Provisions in this addendum.

Approved:

Thomas K. Mattson

RCE 55073, Expires 06/30/2026

7/30/25

## CONTRACT CHANGE ORDER

PAGE 1 OF 1

CONTRACT CHANGE ORDER NUM	BER	1		SUPPL. N	10.		
DATE PREPARED BY RESIDENT ENGI	NEER:	October 20	, 2025				
MEASURE O - 2025 FIBERIZED MICRO SEAL, WADDINGTON ROAD PROJECT NAME: RIDGWOOD/WALNUT ROAD, INDIANOLA CUTOFF							
PROJECT NO. 342008		CONTRAC			N/A	***************************************	
TO: VSS INTERNATIONAL, INC., 3785 C	 CHANNEL DI				***************************************		***************************************
YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN D	ESCRIBED CHAN	IGES FROM THE	PLANS A	AND SPECIFICATIONS OR	TO DO TH		
DESCRIBED WORK NOT INCLUDED IN THE PLANS AND APPROVED BY THE DIRECTOR OF PUBLIC WORKS	SPECIFICATION	IS FOR THIS CO	NTRACT.	NOTE THIS CHANGE ORI	DER IS NO	T EFFECTIVE (	JNTIL
DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF PRICE, AGREED PRICE AND FORCE ACCOUNT.) UNLES EQUIPMENT IS ACTUALLY USED AND NO ALLOWANCE INCREASE OR DECREASE FROM THE ORIGINAL QUAN	SS OTHERWISE S WILL BE MADE I	STATED, RATES FOR IDLE TIME.	FOR REN	NTAL OF EQUIPMENT CO	VER ONLY	SUCH TIME A	s
Reconcile differences between bid quanti	ties and inst	alled quantit	ies for	various bid items.			
INCREASE IN CONTRACT ITEMS AT C	ONTRACT P	RICES					
ITEM NO. 2 TYPE 3 FIBERIZED MICE	ROSURFACIN	IG					
1069 SF 0.	14% @	\$ 0.38	/SF		\$	406.22	
ITEM NO. 3 TYPE 2 FIBERIZED MICI	ROSURFACIN	IG					
1069 SF 0.	14% @	\$ 0.41	/SF		\$	438.29	
				TOTAL INCREASE :	= \$	844.51	
							1
No time adjustment is granted because	se these cha	ngos did no	t dolay	the controlling acti	vit.		
No time adjustment is granted becaus	se these tha				•		
BY REASON OF THIS CHANG	E THE CONTE			TOTAL INCREASE		844.51	
SUBMITTED BY:	E, THE CONTR	CACT TIME WII	LL BE IN	CREASED BY <u>0</u>	WORKIN	IG DAYS	AND PROPERTY.
SIGNATURE	PRINT NAME AND	TITLE			DATE		
1 aug done	PAUL DONG	HO, ROAD S	UPERI	NTENDENT	10	20-25	
DIRECTOR APPROVAL BY:							
SIGNATURE	PRINT NAME AND				DATE	1201	~
				PUBLIC WORKS	10	12012	>
WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THIS CHANGE PROPOSED AND AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL PROVIDE ALL EQUIPMENT, FURNISH ALL MATERIALS, EXCEPT AS MAY OTHERWISE BE NOTED ABOVE, AND PERFORM ALL SERVICES NECESSARY FOR THE WORK ABOVE SPECIFIED, AND WILL ACCEPT AS FULL PAYMENT, THEREFORE, THE PRICES SHOWN ABOVE. NOTE: IF YOU, THE CONTRACTOR, DO NOT SIGN ACCEPTANCE OF THIS ORDER, YOUR ATTENTION IS DIRECTED TO THE REQUIREMENTS OF THE SPECIFICATION AS TO PROCEEDING WITH THE ORDERED WORK AND FILING A WRITTEN PROTEST WITHIN THE TIME THEREIN SPECIFIED.							
CONTRACTOR ACCEPTANCE BY:							
SIGNATURE	PRINT NAME AND	TITLE Say	ed t	te Knut pm	DATE	10/20/2	25
A Company of the Comp	A					·	