

AGREEMENT

This is an AGREEMENT made and entered into this 26 day
of August, 2025, by and between the County of Humboldt, a
political subdivision of the State of California (hereinafter referred to as COUNTY)
and VSS International Inc.,
a corporation organized and existing under the laws of 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:

**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
- Supplemental Project Information
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions
- 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 fifteen (15) days of receipt of Notice to Proceed by COUNTY and shall be fully completed within a period of 45 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:

VSS International, Inc.

3785 Channel Drive

West Sacramento, CA. 95691

California Corporation

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

COUNTY OF HUMBOLDT

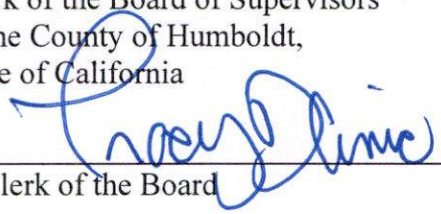
(SEAL)

BY 
Chair, Board of Supervisors
of the County of Humboldt,
State of California

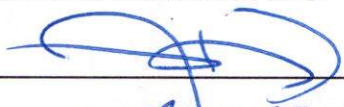
ATTEST:

TRACY DAMICO

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

BY 
Clerk of the Board

✓ VSS INTERNATIONAL INC

BY 

TITLE Jeff Roberts | President

BY 

TITLE Jordan Reed, Treasurer

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY N / A
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

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:

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

BY _____
Clerk of the Board

✓ VSS INTERNATIONAL INC
BY _____
TITLE **Jeff Roberts | President**

BY _____
TITLE **Jordan Reed, Treasurer**

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____ N / A
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

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

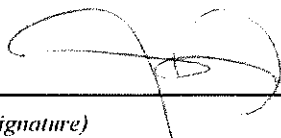
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$70,720.000	\$70,720.00
2	37800	TYPE 3 FIBERIZED MICROCSURFACING	SQFT	760,000	\$0.380	\$288,800.00
3	37800	TYPE 2 FIBERIZED MICROCSURFACING	SQFT	760,000	\$0.410	\$311,600.00
4	999990	MOBILIZATION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

CHK OK


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:

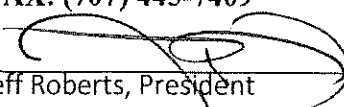
"The work to be done consists of traffic control systems, application of double fiberized micro seal. Fiberized Micro Seal will consist of initial coat of Type III fiberized micro seal followed by a Type II fiberized micro seal. Bidders are advised that the work must be completed before **November 1,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

IMPORTANT

This Addendum is being sent EMAIL/FAX. To indicate receipt of this Addendum please sign and send back to the Department of Public Works.

EMAIL: PWEngineering@co.humboldt.ca.us
 or FAX: (707) 445-7409

Received by:


 Jeff Roberts, President

Date 07/31/2025

Company:

VSS International, Inc.

Pages
 Received

2

Total Pages Sent 2

(Addendum No. 1)

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
Date

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
1106 SECOND STREET
EUREKA, CA 95501

CONTRACT CHANGE ORDER

PAGE 1 OF 1

CONTRACT CHANGE ORDER NUMBER	1	SUPL. NO.	
------------------------------	---	-----------	--

DATE PREPARED BY RESIDENT ENGINEER: October 20, 2025

MEASURE O - 2025 FIBERIZED MICRO SEAL, WADDINGTON ROAD
PROJECT NAME: RIDGWOOD/WALNUT ROAD, INDIANOLA CUTOFF

PROJECT NO. 342008 CONTRACT NO. N/A

TO: VSS INTERNATIONAL, INC., 3785 CHANNEL DRIVE, WEST SACRAMENTO, CA 95691

YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR TO DO THE FOLLOWING DESCRIBED WORK NOT INCLUDED IN THE PLANS AND SPECIFICATIONS FOR THIS CONTRACT. **NOTE THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE DIRECTOR OF PUBLIC WORKS**

DESCRIPTION OF WORK TO BE DONE, ESTIMATE OF QUANTITIES, AND PRICES PAID. (SEGREGATE BETWEEN ADDITIONAL WORK AT CONTRACT PRICE, AGREED PRICE AND FORCE ACCOUNT.) UNLESS OTHERWISE STATED, RATES FOR RENTAL OF EQUIPMENT COVER ONLY SUCH TIME AS EQUIPMENT IS ACTUALLY USED AND NO ALLOWANCE WILL BE MADE FOR IDLE TIME. THE LAST PERCENTAGE SHOWN IS THE NET ACCUMULATED INCREASE OR DECREASE FROM THE ORIGINAL QUANTITY IN THE ENGINEER'S ESTIMATE.

Reconcile differences between bid quantities and installed quantities for various bid items.

INCREASE IN CONTRACT ITEMS AT CONTRACT PRICES

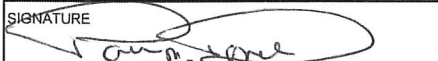
ITEM NO. 2	TYPE 3 FIBERIZED MICROSURFACING					
	1069 SF	0.14%	@	\$	0.38 / SF	\$ 406.22
ITEM NO. 3	TYPE 2 FIBERIZED MICROSURFACING					
	1069 SF	0.14%	@	\$	0.41 / SF	\$ 438.29
TOTAL INCREASE =						\$ 844.51

No time adjustment is granted because these changes did not delay the controlling activity.

ESTIMATED TOTAL INCREASE = \$ 844.51

BY REASON OF THIS CHANGE, THE CONTRACT TIME WILL BE INCREASED BY 0 WORKING DAYS

SUBMITTED BY:

SIGNATURE 	PRINT NAME AND TITLE PAUL DONOHO, ROAD SUPERINTENDENT	DATE 10-20-25
--	--	------------------

DIRECTOR APPROVAL BY:

SIGNATURE 	PRINT NAME AND TITLE TOM MATTSO, DIRECTOR OF PUBLIC WORKS	DATE 10/20/25
--	--	------------------

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 Sayed Hekmat/pm	DATE 10/20/25
--	---	------------------