

COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-10

For the meeting of May 26, 2015

Date:

May 7, 2015

To:

Board of Supervisors

From:

Thomas K. Mattson, Director of Public Works

Subject:

EEL RIVER DRIVE REHABILITATION AND OVERLAY

PROJECT NO. RPL 5904 (108); CONTRACT NO. 213500

Project delayed. Set to return on a later agenda

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Approves the plans and specifications,
- 2) Directs the Clerk of the Board to advertise the above-mentioned project as required by Section 22037 of the California Public Contract Code with bids to be opened on Tuesday, June 30, 2015 at 2:00 PM.

SOURCE OF FUNDING:

Road Fund - State Transportation Improvement Project (STIP) Fund

DISCUSSION:

The work to be done consists, in general, of, traffic control, cold planing asphalt concrete, remove unsuitable material, place aggregate base and hot mix asphalt, construct underdrain, rock slope protection, and place thermoplastic striping and pavement marking on Eel River Drive.

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Prepared by Robert I	. Burnett	CAC	Approval her () Munch
REVIEW:			0
Auditor	County Counsel Om	Human Resources	Other
TYPE OF ITEM:			BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
XConsent			Upon motion of Supervisor Sundbeg
Departmen			Cunaben
Public He	aring		Ayes Sundberg, Lovelace, Fennell, Bohn, Bass
Other			Nays
DDEVIOUS ACTION	/DEEEDD A L		rosum
PREVIOUS ACTION	/REFERRAL:		Absent
Board Order No.			and carried by those members present, the Board hereby approves the
Dould Order 110.			recommended action contained in this Board report.
Meeting of:			1000 minoriada utilon contantea in uno Bouta report.
			Dated: May 200, 2015
			By:
			Kethy Haves Clark of the Poort

FINANCIAL IMPACT:

There is no financial commitment until the project is awarded. This project is being funded through State Transportation Improvement Program, which will provide 100 percent of the construction costs. The engineer's estimate for the construction contract base bid is \$457,550. Construction costs were included in the FY 2015-16 Road Fund Budget.

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

OTHER AGENCY INVOLVEMENT:

California Department of Transportation (Caltrans)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Not approve the project; however, staff does not recommend this alternative as the project will reconstruct a damaged portion of roadway, using funds that would not otherwise be available to the county.

ATTACHMENTS:

Attachment #1 Plans and Specifications

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS, PROPOSAL AND CONTRACT

FOR

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY

PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

60 WORKING DAYS

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

BIDS OPEN: **JUNE 30, 2015** AT 2:00 PM

Clerk of the Board's Office Humboldt County Courthouse 825 Fifth Street, Suite 111 Eureka, CA 95501



SPECIAL PROVISIONS

NOTICE TO CONTRACTORS, PROPOSAL AND CONTRACT

FOR

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY

PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

Prepared by

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

Recommended:

Hllian Gayheart Tilles

RCE 76433, Expires 12/31/2016

5/7/2015

Approved:

Robert L. Burnett

RCE 36210, Expires 06/30/2016

Date

EXP. 12/31/16

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NONCOLLUSION AFFIDAVITAGREEMENT	
PAYMENT BOND	
PERFORMANCE BOND	

Standard Plans List

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

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	ABBREVIATIONS, LINES, SYMBOLS AND LEGEND
A10A	Abbreviations (Sheet 1 of 2)
A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)
	EXCAVATION AND BACKFILL
A62A	Excavation and Backfill - Miscellaneous Details
AUZA	Excavation and Dackim - Miscendificous Details
	DRAINAGE INLETS, PIPE INLETS AND GRATES
D75A	Steel Pipe Inlets
	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN
T1A	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN Temporary Crash Cushion, Sand Filled (Unidirectional)
T1A T1B	
	Temporary Crash Cushion, Sand Filled (Unidirectional)
T ₁ B	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K)
T1B T2 T3A T3B	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K) Temporary Railing (Type K)
T1B T2 T3A	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K)
T1B T2 T3A T3B	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K) Temporary Railing (Type K) Traffic Control System for Lane Closure on Two Lane Conventional Highways TEMPORARY WATER POLLUTION CONTROL
T1B T2 T3A T3B	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K) Temporary Railing (Type K) Traffic Control System for Lane Closure on Two Lane Conventional Highways TEMPORARY WATER POLLUTION CONTROL Temporary Water Pollution Control Details (Temporary Silt Fence)
T1B T2 T3A T3B T13 T51 T52	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K) Temporary Railing (Type K) Traffic Control System for Lane Closure on Two Lane Conventional Highways TEMPORARY WATER POLLUTION CONTROL Temporary Water Pollution Control Details (Temporary Silt Fence) Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T1B T2 T3A T3B T13 T51 T52 T53	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K) Temporary Railing (Type K) Traffic Control System for Lane Closure on Two Lane Conventional Highways TEMPORARY WATER POLLUTION CONTROL Temporary Water Pollution Control Details (Temporary Silt Fence) Temporary Water Pollution Control Details (Temporary Straw Bale Barrier) Temporary Water Pollution Control Details (Temporary Cover)
T1B T2 T3A T3B T13 T51 T52	Temporary Crash Cushion, Sand Filled (Unidirectional) Temporary Crash Cushion, Sand Filled (Bidirectional) Temporary Crash Cushion, Sand Filled (Shoulder Installations) Temporary Railing (Type K) Temporary Railing (Type K) Traffic Control System for Lane Closure on Two Lane Conventional Highways TEMPORARY WATER POLLUTION CONTROL Temporary Water Pollution Control Details (Temporary Silt Fence) Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)



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

Clerk of the Board Office SEALED BID for (Project Name) Humboldt County Courthouse 825 Fifth Street, Suite 111 Eureka, California, 95501

until 2:00 PM, **TUESDAY**, JUNE 30, 2015, at which time they will be publicly opened and read by the Engineer at a public meeting in the Office of the Clerk of the Board of Supervisors, Humboldt County Courthouse, Eureka, California, for performing work as follows:

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

Bids are required for the entire work as described herein:

The work to be done consists, in general, of, traffic control, cold planing asphalt concrete, remove unsuitable material, place aggregate base and hot mix asphalt, construct underdrain, rock slope protection, and place thermoplastic striping and pavement marking. Bidders are advised that the work must be completed within 60 working days. The Engineer's base bid estimate for this work is: \$457,550.

Plans, Special Provisions (not including documents included by reference) and Proposal Forms may be obtained by prospective Bidders upon <u>ADVANCE</u> payment of a non-refundable printing and service charge in the amount of <u>\$15.00</u>. 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 2010.

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

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

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

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

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



COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS FOR

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

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 2010, and the STANDARD PLANS dated 2010, 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.

Add to section 1-1.07A:

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

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

DEPARTMENT, DIRECTOR: Humboldt County Department of Public Works.

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

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

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2 BIDDING

Add to section 2-1.06A:

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

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

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

Add to section 2-1.33C:

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

Add to section 2-1.34:

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

3 CONTRACT AWARD AND EXECUTION

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

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

- 1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- 3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

- 4. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
- 5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

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

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

Replace section 3-1.05:

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

Replace section 3-1.07:

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:
- A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.
- B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty(30) days prior written notice (10 days for non-payment of premium) to County by certified mail.
- C. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
- D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

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

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

Replace paragraph 4, section 3-1.18:

The form of Agreement which the successful Bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement and bonds will be

executed in duplicate. The signed agreements and bonds together with the required insurance certificates are to be returned by the successful bidder within <u>7 days</u>, not including Sundays and legal holidays, after the bidder has received the contract for execution.

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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.

Replace paragraph 3, section 5-1.36D:

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

COORDINATION WITH HUMBOLDT COMMUNITY SERVICES DISTRICT Attention is directed to Section 5-1.20 "Coordination with Other Entities", and 5-1.36D "Non-highway Facilities," of the Standard Specifications. The Humboldt Community Services District shall be contacted for coordination regarding scheduled work in the Grant School area. The Contractor shall schedule construction activities to coordinate with Humboldt Community Service Districts schedule of activities.

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6 CONTROL OF MATERIALS

Add to section 6-2.03:

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(1):

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Humboldt County Department of Public Works, 1106 Second Street, Eureka CA 95501. These wage rates are not included in the Special Provision, Notice to Bidder's, Proposal and Contract Book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Add to section 7-1.02L:

7-1.02L(3) Noncollusion

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

Add to section 7-1.02M(3):

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

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

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8 PROSECUTION AND PROGRESS

Replace section 8-1.04B, paragraph 1:

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

Replace section 8-1.05, paragraph 2:

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

60 WORKING DAYS

Tabulation of working days shall begin on the fifteenth calendar day after execution of the contract by the Board of Supervisors of the County of Humboldt. If said fifteenth calendar day falls on a Saturday, Sunday, or legal Holiday, then the first working day for beginning tabulation will be the first working day prior to said Saturday, Sunday or Holiday.

Replace section 8-1.10A, paragraph 1:

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

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

9 PAYMENT

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Add to section 9-1.03:

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

Replace section 9-1.16F:

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or

postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors

Replace section 9-1.17B:

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

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DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-3.06D:

Construction area signs will be paid for in the lump sum payment for Traffic Control System, and no separate payment will be made therefor.

Replace section 12-5:

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 shown.

Traffic control system includes signs and construction area signs.

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.

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

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

12-5.03B Stationary Lane Closures

For a stationary lane closure made only for the work period, remove the components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

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

12-5.04 PAYMENT

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

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

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

13 WATER POLLUTION CONTROL

Insert into section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area <u>is 0.79 acres</u> not including stockpile or Contractor's staging area.

^^^^^^

15 EXISTING FACILITIES

Replace "Reserved" in Section 15-2.02B(3) with:

15-2.02B(3) Cold Planing Asphalt Concrete Pavement

15-2.02B(3)(a) General

At locations approved by the Engineer, pavement may be removed by methods other that cold planing. Such removal will be paid for as cold plane asphalt concrete pavement. At the locations listed below, schedule cold planing activities to ensure that cold planing, placement of HMA, and reopening the area to traffic is completed during the same work shift:

1. All street repair locations as shown on the plan-profile layouts.

If you do not complete HMA placement before opening the area to traffic, you must:

- 1. Construct a temporary HMA taper to the level of the existing pavement
- 2. Place HMA during the next work shift
- 3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the Engineer approves the corrective action plan.

15-2.02B(3)(b) Materials

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

15-2.02B(3)(c) Construction

Do not use a heating device to soften the pavement.

The cold planing machine must be:

- 1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
- 2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
- 3. Equipped to effectively control dust generated by the planing operation

4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

15-2.02B(3)(c)(ii) Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

15-2.02B(3)(c)(iii) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

- 1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
- 2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

15-2.02B(3)(c)(iv) Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

Excess cold planed material shall be disposed of.

15-2.02B(3)(d) Payment

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing is included in the payment for cold plane asphalt concrete pavement.

DIVISION III GRADING

^^^^^^

19 EARTHWORK

Add to section 19-1.01A:

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

Add to 19-2.03A

Material removed under Bid item Roadway Excavation (unsuitable material) and Ditch Excavation shall become property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4) of the Standard Specifications.

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

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

Add to Section 19-2.04:

Roadway excavation required for minor widening will be considered to be a part of the item being constructed and no separate payment will be made therefor.

DIVISION IV SUBBASES AND BASES

^^^^^^

26 AGGREGATE BASES

Add to 26-1.02B:

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

DIVISION V SURFACINGS AND PAVEMENTS

39 HOT MIX ASPHALT

Add to section 39-1.01:

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

Add to section 39-1.02C:

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

Add to section 39-1.02E:

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

^^^^^^^

DIVISION VII DRAINAGE

68 UNDER DRAINS

Replace section 68-2.02E:

Payment for under drains shall include full compensation for furnishing all labor (including all flagging costs), materials, tools, equipment and incidentals.

^^^^^^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Replace Section 72-2.02A, paragraph 3 with:

Rock Material Properties

Property	California Test	Value
Apparent specific gravity	206	2.5 minimum
Absorption	206	4.4% maximum
Durability Index	229	40 minimum

^^^^^^^

DIVISION IX TRAFFIC CONTROL FACILITIES

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to section 84-2.04:

Payment for thermoplastic stripes includes any removal of existing traffic stripe not removed by cold planing. Existing traffic edge stripes are white.

Replace the 1st paragraph in section 84-2.04 with:

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY

84-6.01 **GENERAL**

84-6.01A Summary

Section 84-6 includes specifications for applying thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility.

Thermoplastic must comply with section 84-2.

84-6.01B Submittals

Submit a certificate of compliance for the glass beads.

84-6.01C Quality Control and Assurance

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wetnight visibility, the retroreflectivity must be a minimum of 700 mcd/sq m/lx for white stripes and markings and 500 mcd/sq m/lx for yellow stripes and markings. Test the retroreflectivity using a reflectometer under ASTM E 2177 (Spray Method – Wet Recovery).

84-6.02 MATERIALS

Thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility must consist of a single uniform layer of thermoplastic and 2 layers of glass beads as follows:

- 1. The 1st layer of glass beads must be on the Authorized Material List under high-performance retroreflective glass beads for use in thermoplastic traffic stripes and pavement markings. The color of the glass beads must match the color of the stripe or marking to which they are being applied.
- 2. The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

Both types of glass beads must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

84-6.03 CONSTRUCTION

Use a ribbon-extrusion or screed-type applicator to apply thermoplastic traffic stripe.

Operate the striping machine at a speed of 8 mph or slower during the application of thermoplastic traffic stripe and glass beads.

Apply thermoplastic traffic stripe at a rate of at least 0.38 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090 inch thick.

Apply thermoplastic pavement marking at a rate of at least 1.06 lb/sq ft. The applied thermoplastic pavement marking must be at least 0.100 inch thick.

Apply thermoplastic traffic stripe and both types of glass beads in a single pass. First apply the thermoplastic, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2, glass beads. Use a separate applicator gun for each type of glass bead.

You may apply glass beads by hand on pavement markings.

Distribute glass beads uniformly on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 lb/100 sq ft of stripe or marking. Apply AASHTO M 247, Type 2, glass

beads at a rate of at least 8 lb/100 sq ft of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 lb/100 sq ft of stripe or marking.

84-6.04 PAYMENT

Not Used

PROPOSAL

TO
THE COUNTY OF HUMBOLDT
FOR

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

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 2010, the Standard Specifications dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect at the time the work is performed.

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

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

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

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

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

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

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

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

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Humboldt, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID FORM (EXHIBIT A) EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

NO. ITEM CODE		DE ITEM DESCRIPTION		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120100		Traffic Control System	LS	1		
2	130100		Job Site Management	LS	1		
3	130200		Prepare Water Pollution Control Plan	LS	1		
4	153103		Cold Plane Asphalt Concrete Pavement (0.2 max)	SY	1,395		
5	190101		Roadway Excavation	CY	220		
6	194001		Ditch Excavation	CY	45		
7	260203		Class 2 Aggregate Base	CY	650		
8	390132		Hot Mix Asphalt (Type A, 1/2" mix)	TON	2,000		
9	391007		Paving Asphalt(Binder Geosynthetic Interlayer)	TON	6		
10	393004	Р	Geosynthetic Pavement Interlayer (Paving Fabric)	SY	4,475		
11	680902		6"Perforated Plastic Pipe Underdrain	LF	80		
12	680903		6" Non-Perforated Plastic Pipe	LF	55		
13	682022		Class 1 Permeable Material (Blanket)	CY	25		
14	700639		36" Corrugated Steel Pipe Inlet (Type OMP)	EA	1		
15	721014		Rock Slope Protection (1/4 Ton), Method B)	CY	155		
16	731502		Minor Concrete (slurry)	CY	45		
17	840502		Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	4,650		
18	840516		Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SF	110		
19	999999		Mobilization	LS	1		

BASE BID TOTAL	
DAGE DID TOTAL	

ACKNOWLEDGEMENT	OF ADDENDA		
ADDENDUM NO.	INITIAL	(Bidder's Signature)	
		(Title)	

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is			
	(NOTICE: INSERT THE WORDS "C.	ASH (\$)". "CASHIER'S CHECK". RS'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 interes	sted in the foregoing proposal a	s Principals are as follows:	
president, secretary, treasurer, and	manager thereof; if a Co-part	ion, state the legal name of the corporation, tnership, state the true name of the firm, also ther interested person is an Individual, state	state the names of
Licensed in accordance with an	act providing for the registration	on of Contractors,	
Note: It is optional to prov	cide your contractors license nur until the time that the contract	assification(s) mber at this time. You are not required to pro is to be awarded.	ovide your
that the foregoing questionnaire true and correct and that the bid and Housing Commission Re signature on this proposal I furt the United States of America,	e and statements of Public dder has complied with the egulations (Chapter 5, Title ther certify, under penalty that the Noncollusion Affic Section 7106; and the Title	ty of perjury under the laws of the State Contract Code Sections 10162, 10232 at requirements of Section 8103 of the Face 2 of the California Administrative of perjury under the laws of the State of davit required by Title 23 United State e 49 Code of Federal Regulations, Par	and 10285.1 are air Employment Code). By my f California and s Code, Section
Date:			
	Sign		_
			_
	Here	Signature and Title of Bidder	-
Bidder's Business Address			
Place of Residence			

BIDDER'S BOND

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

for which bids are to be opened on TUESDAY, JUNE 30, 2015, at 2:00 PM, in the Office of the Clerk of the Board, Humboldt County Courthouse, in Eureka, California. Know all men by these presents: That we _____ ______,as PRINCIPAL, 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

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

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

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

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

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

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

LIST OF SUBCONTRACTORS

PROJECT NO.: RPL- 5904 (108)
The bidder shall list all subcontractors in accordance with Section 2-1.33C of the Standard Specifications. Photocopy this form for additional firms.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

YES NO

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil 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

he has clauses Joint R contract	, has not , , as required by Executing Committee, eting or administering	, proposed subcontractor participated in a previous contract or subcontract so sutive Orders 10925, 11114, or 11246, and that, when the Director of the Office of Federal Contract Cong agency, or the former President's Committee on Eplicable filing requirements.	subject to the equal opportunity re required, he has filed with the apliance, a Federal Government
Note:	of Labor (41 CFR 6 connection with con and subcontracts when the contracts with the contracts with the contracts with the contracts with the contract of the c	tion is required by the Equal Employment Opportunio-1.7(b)(1)), and must be submitted by bidders and particular and subcontracts which are subject to the equal opportunity clause attracts or subcontracts of \$10,000 or under are exempt	proposed subcontractors only in al opportunity clause. Contracts are set forth in 41 CFR 60-1.5.

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

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

NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has nor in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

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 COUN	NTY)
and,	
a corporation organized and existing under the laws of the State of California	rnia;
hereinafter referred to as "CONTRACTOR".	
County and Contractor for the consideration hereinafter named agree as follow	s:

Section 1 - SCOPE OF WORK

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

EEL RIVER DRIVE (3G170) REHABILITATION AND OVERLAY PROJECT NO.: RPL- 5904 (108) CONTRACT NO.: 213500

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

Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer.

Section 3 - CONTRACT DOCUMENTS

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

- Notice to Contractors

- Performance Bond

- Plans and Drawings

- Payment Bond

- Bid Form

- This Agreement

- Bidder's Bond

- Special Provisions

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

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

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

- General Prevailing Wage Rates
- Labor and Surcharge Rates

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

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

Section 4 - BEGINNING OF WORK

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

Section 5 - TIME OF COMPLETION

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

Section 6 - PREVAILING WAGE

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

Section 7 - WORKERS' COMPENSATION

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

Section 8 - COMPLIANCE WITH LAWS

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

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

Section 9 - NOTICES

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

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

Notices requir	ed to be given	IO CONTRA	ICTOR Shall (be addressed as fo	onows.

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

COUNTY OF HUMBOLDT

	BY	
(SEAL)	Chairman, Board of Supervis of the County of Humboldt, State of California	
ATTEST:		
KATHY HAYE Clerk of the Board of the County of Hu State of California	of Supervisors amboldt,	
BYClerk of the Boar	rd	
		CONTRACTOR
		BY
		TITLE
		BY
		TITLE
APPROVED AS TO	FORM:	(Two Signatures Required For Corporation)
Deputy County C	Counsel	
INSURANCE CERT AND APPROVED:	TIFICATES REVIEWED	
BY		
Risk Manage	r	

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Humboldt, by its order made _____ 20 , has awarded to hereinafter designated as the "Principal," a contract for the work described as follows: NOW, THEREFORE, we the Principal and _____ , Surety, are held and firmly bound unto the County of Humboldt in the penal sum of Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided. AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications. IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the ______, 20 _____, PRINCIPAL BY _____ SURETY BY ____

Attorney-in-fact

PERFORMANCE BOND

	(Name of Contractor)
a	(Address of Contractor) ,hereinafter called Principal, and
·	(Corporation, Partnership, or Individual)
	Name of Surety)
	(Address of Surety)
hereina	fter called Surety, are held and firmly bound unto
	(Name of Owner)
	(Address of Owner)
hereina	fter called Owner, in the penal sum of
	Dollars , \$
	ful money of the United States, for the Payment of which sum well and truly to be made, we be successors, and assigns, jointly and severally, by these presents.
THE or	CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a cert the OWNER, dated the day of, 20, a copy of what tached and made a part hereof for the construction of:
icio al	tached and made a part hereof for the construction of .

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

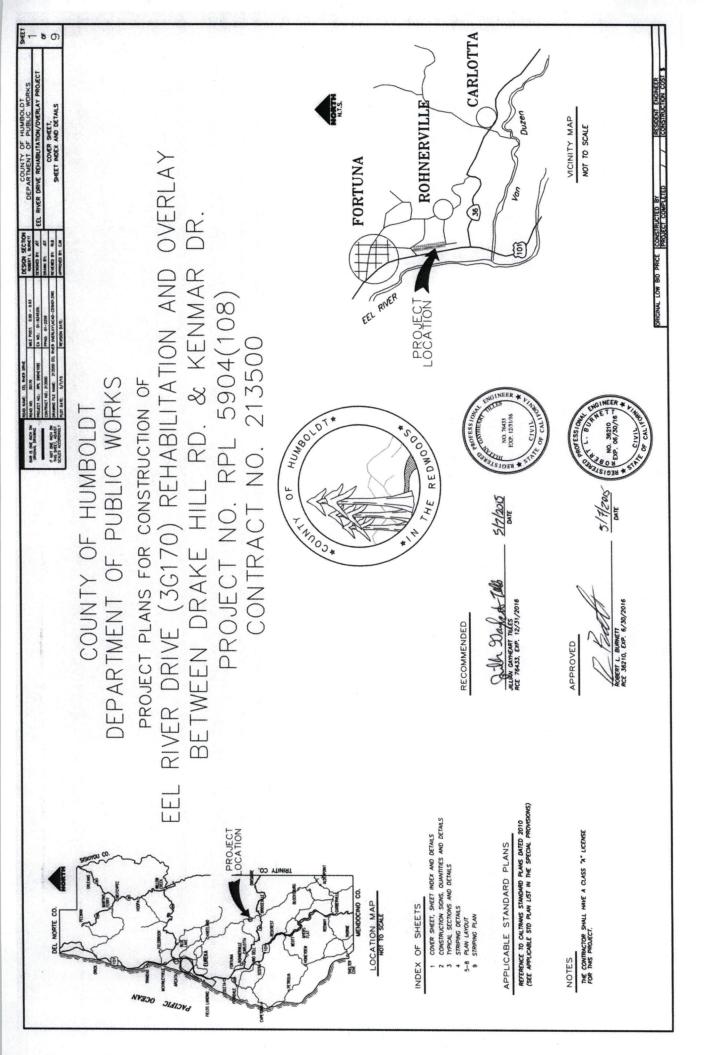
PROVIDED, FURTHER, that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension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

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

IN WITNESS WHEREOF, this instrum	nent is executed	d in c (number)	ounterparts, one of which shall	
be deemed an original, this the	day of	(number)	, 20	
ATTEST:				
(Principal) Secretary	В	Y	Principal	(s)
(SEAL)				
(Witness as to Principal)	-		Address	8.7
Address	-		Surety	_
ATTEST:				
(SEAL)	-			
	В	V		
(Witness as to Surety)		-	Attorney - in - Fact	
Address	-	-	Address	

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

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





QUANTITY SUMMARY

TEM NO.	ITEM CODE	ITEM DESCRIPTION	E	BID QUANTITY
-	120100	Traffic Control System	rs	
2	130100	Job Site Management	รา	•
3	130200	Prepare Water Pollution Control Plan	rs.	•
4	153103	Cold Plane Asphalt Concrete Pavement (0.2 max)	SY	1,395
5	190101	Roadway Excavation	ઠ	220
9	194001	Ditch Excavation	ઠ	45
7	280203	Class 2 Aggregate Base	Շ	650
8	390132	Hot Mix Asphalt (Type A, 1/2" mix)	TON	2,000
6	391007	Paving Asphalt(Binder Geosynthetic Interlayer)	TON	9
10	393004 P	-	SY	4,475
11	680902	6"Perforated Plastic Pipe Underdrain	LF.	90
12	680903	6* Non-Perforated Plastic Pipe	5	22
13	682022	Class 1 Permeable Material (Blanket)	ઇ	22
14	700639	36" Corrugated Steel Pipe Inlet (Type OMP)	Ð	
15	721014	Rock Slope Protection (1/4 Ton), Method B)	ઠે	155
16	731502	Minor Concrete (slurry)	Շ	45
17	840502	Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	7	4,650
18	840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SF	110
10	666666	Mobilization	รา	-

NOTES

SIGNS SHALL BE PLACED AS SHOWN ON PLAN OR AS DIRECTED BY THE ENGINEER. FINAL PLACEURINT OF SIGNS SHALL BE APPROVED BY RESIDENT ENGINEER. ADDITIONAL PORTABLE SIGNS SHALL BE USED AS REQUIRED FOR OTHER ROADSDE WORK. SEE SYMOLING STORIS SHALL SHOWN AS REASON OF CONTINUOUS AND WEND VOICE STORIS. THE RESIDENT PROPRIES THE CONTINUOUS SHALL UTLUET LAUGHT AS NECESSARY TO DIRECT TRAPPIC SHAMEED. HE CONTINUOUS AND WEND VOICE SHALL OF THE CONTINUOUS AND WEND VOICE SHAME OF THE CONTINUOUS SHES WITHIN CONSTRUCTION AREA SIGNS PAID FOR AS PART OF TRAFFIC CONTINUOUS SYSTEM

UNPAVED SHOULDER

CURB CONDITION

POST SECURELY -

F SIDEWALK EXISTS, SAWCUT 12" X 12" HOLE IN CONCRETE -

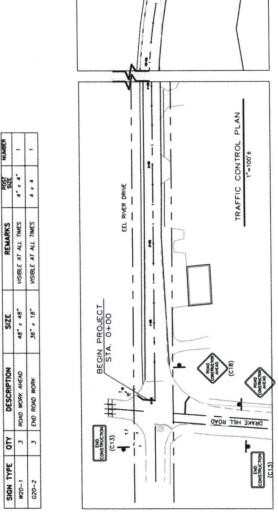
POST SECUPELY -

. OR TO BE SUFFICIENT TO BE VISIBLE OVER OBJECTS

URBAN CONSTRUCTION AREA SIGN

- 3 5

	NUMBER	-	,
	SIZE	4. x 4.	4 × 4
המשושה אוסוב אבוצע אוסוב אוסוב אוסוב	REMARKS	VISIBLE AT ALL TIMES	VISIBLE AT ALL TIMES
A VOLUCE	SIZE	48" x 48"	36" x 18"
CONS	DESCRIPTION	ROAD WORK AHEAD	END ROAD WORK
	YTO	5	3
	SIGN TYPE OTY	W20-1	620-2



STA. 46+50

(S)

CONSTRUCTION (C13)

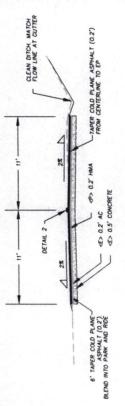
	MOAD NAME	CEL RIVER DRIVE
BAR IS DIE NON DN	HOAD NO.	30170
-	PROJECT NO.	BPL 5904(1)
I	CONTRACT NO.	213500
P NOT ONE NOW ON THES SHEET, ADARST	DRAWNIC FLE	WALE LEVE
	PLOT DATE:	SUUS

E M

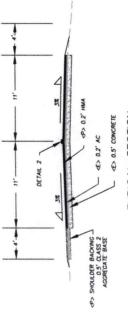
TYPICAL STRIPING DETAILS

Repair Type	Station	Width	Length
Paving Fabric	0+911	10	
Paving Fabric	4+001	10	
Paving Fabric	8+00.8	20	
Paving Fabric	105+9	10	
Paving Fabric	21+09 B	22	1
Paving Fabric	25+00 8	22	36
Paving Fabric	29+00 8	22	675
Paving Fabric	36+50	22	*

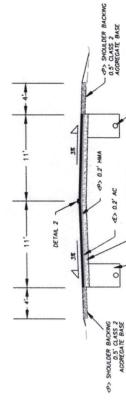
epair Type	Station	Width	Length	Area
aving Fabric	0+911	10	290	2900
aving Fabric	4+00T	10	48	450
Paving Fabric	8 000+8	20	150	3000
aving Fabric	105+9	10	8	900
aving Fabric	21+098	22	K	1650
aving Fabric	25+008	22	300	0099
aving Fabric	29+00 8	22	675	14850
aving Fabric	36+50	22	450	0066



44+50 TC



STA 39+25 TO STA 44+50



C <5 0.5 CONCRETE	TYPICAL SECTION	0+00 TO STA 39.	NOT TO SCALE
CES WATERLINE WITH CONCRETE CAP		STA	

CE> WATERLINE

<E> 0.5' CONCRETE

+25

DRIVEWAY SUMMARY

では ないのうない ないのうない			200年日本	Agg. Base	HMA
Station	Type	Width	Length	(3)	(Tons)
+718	Gravel	14.00	10.00	1.04	
9+11.R	Gravel	20.00	10.00	1.48	
+93 R	Asphalt	15.00	10.00		2.25
3+83 R	Asphalt	20.00	10.00		3.00
HO8 R	Gravel	15.00	10.00	111	
13+41 R	Gravel	10.00	10.00	0.74	
0+33 R	Gravel	23.00	10.00	1.70	
1+76 R	Gravel	29.00	10.00	2.15	
3+59 R	Gravel	26.00	10.00	1.93	
S+31 R	Gravel	24.00	10.00	1.78	
7+54	Gravel	10.00	10.00	0.74	
9+14	Asohalt	18.00	10.00	1000000	2.70

PAVEMENT REPAIR SUMMARY

						Concrete	133
RepairType	Station	Width	Length	Arres	3		(Tons)
DIGOUT	159+0	9	10	09	111		0.90
DIGOUT	04.75 8	22	10	220	4.07		3.30
DIGOUT	2+44 B	30	22	440	8.15		6.60
DIGOUT	9450C	9	8	300		5.56	4.50
DIGOUT	12+100	s	15	K		1.39	1.13
DIGOUT	23+751	9	38	228		4.22	3.42
DIGOUT	24+14C	9	88	516		95'6	7.74
DIGOUT	29+00 C	9	22	150		2.78	2.25
DIGOUT	35+00C	9	150	006		16.67	13.50
SRIND OUT	0+91 R	4	88	332			4.98
SRIND OUT	2+011	10	10	100			1.50
SRINDOUT	2+66 R	OR	86	986		7.17	14.25
SRINDOUT	4+001	30	57	570			8.55
GRINDOUT	4+37 R	9	8	200		20.00	3.00
SRINDOUT	4+80 R	30	02	200			3.00
GRIND OUT	7+00 R	30	0#	400			6.00
SRINDOUT	8+481	9	177	1062			15.93
GRIND OUT	11+201	10	11	110			1.65
SRINDOUT	11+318	22	22	484			7.26
GRINDOUT	11+72L	2	53	265			3.98
GRIND OUT	11+72R	S	38	190			2.85
150	12+258	22	22	280			8.25
GRINDOUT	12+50L	Q	155	1550			23.25
GRIND OUT	16+00R	•	35	140			2.10
GRINDOUT	16+351	80	46	368			5.52
GRIND OUT	16+811	•	130	520			7.80
150	18+111	10	x	540			8.10
GRIND OUT	184658	22	09	1320			19.80
GRIND OUT	19+25R	10	184	1840			27.60
GRIND OUT	21+858	22	88	1870			28.05
GRIND OUT	22+43 B	18	87	1566			23.49
GRIND OUT	23+31 R	9	88	830			12.45
GRIND OUT	28+008	z	180	2200			33.00
SRIND OUT	29+25 R	12	18	216			3.24
GRIND OUT	31+50R	10	r	710			10.65
-	36736	9	45	270			4.05

