AGREEMENT

This is a	n AGREEMENT made and entered into thisday
ofA	, 20 25, 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 corpor	ration organized and existing under the laws of the State of California

Section 1 - SCOPE OF WORK

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

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

PROJECT NO.: MEASURE O CONTRACT NO.: 342008

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

Section 2 - CONTRACT PRICE

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

Section 3 - CONTRACT DOCUMENTS

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

Notice to Bidders
 Plans and Drawings
 Bid Form
 Bidder's Bond
 Performance Bond
 Payment Bond
 This Agreement
 Special Provisions

- Supplemental Project Information - Supplemental Project Information

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

- Standard Plans dated 2024
- Standard Specifications dated 2024
- Equipment Rental Rates in effect at the time the work is performed

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

- General Prevailing Wage Rates
- Labor and Surcharge Rates

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

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

Section 4 - BEGINNING OF WORK

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

Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within 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.
3985 Channel Dr
West Sacraments Ch 95621
California Corporation

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

	COUNTY OF HOMBOLD	
(SEAL)	Chair, Board of Supervisors of the County of Humboldt, State of California	
ATTEST:		
TRACY DAMICO Clerk of the Board of of the County of Hun State of California BY Clerk of the Board	Supervisors aboldt,	
		VSS INTERNATIONAL INC BY Jeff Floberts President
		BY
A DDD OVED A C TO F	CODY	TITLE Jordan Reed, Treasurer (Two Signatures Required For Corporation)
APPROVED AS TO F BY N/A		
Deputy County Co	FICATES REVIEWED	
AND APPROVED:	FICATES REVIEWED	
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) 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 Clerk of the Board VSS INTERNATIONAL INC Jeff Roberts | President TITLE BYJordan Reed, Treasurer TITLE (Two Signatures Required For Corporation) APPROVED AS TO FORM: BY Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED

Oakley, Jennifer Digitally signed by Oakley, Jennifer Date: 2025.08.20 10:22:26 -07'00'

AND APPROVED:

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

NO.	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

CHE 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."

This Addendum i	s being sent EMAIL/FAX. To indicate ro	
and send back to	the Department of Public Works.	
	EMAIL: PWEngineering@co.humb	oldt.ca.us
	or FAX: (707) 445-7409	<u> </u>
Received by:	Jeff Roberts, President	Date 07/31/2025
Company:	VSS International, Inc.	# Pages Received 2
		

Total Pages Sent 2

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

TIME OF COMPLETION

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

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

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

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

6. [Agreement (page 46)] Replace paragraph I 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 <u>November 1, 2025</u>. 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

Date