• 95501 • (707) 445 **Department of Public** econd Street • Eureka • C Humboldt •



SPECIAL PROVISIONS

NOTICE TO CONTRACTORS, PROPOSAL AND CONTRACT

FOR

DINNER CREEK CULVERT REPLACEMENT PROJECT

AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

45 WORKING DAYS

FOR USE WITH Standard Specifications dated 2015, Standard Specifications dated 2010 (In Part, as Referenced), Standard Plans dated 2015, Prevailing Wage Rates, Labor Surcharge and Equipment Rental Rates

BIDS OPEN: APRIL 24, 2018 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

DINNER CREEK CULVERT REPLACEMENT PROJECT

AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

Prepared by

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

Recommended:

y a. Ball Jeffrey & Ball

RCE 70631, Expires 6/30/2019

<u>**1-18-2018**</u> Date



Approved:

Fony R. Seghetti RCE 637/14, Expires 09/3 0/2018

2/28/18 Date



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STANDARD PLANS LIST

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

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

EXCAVATION AND BACKFILL

LANDSCAPE AND EROSION CONTROL

H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)

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TEMPORARY TRAFFIC CONTROL SYSTEMS

T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction
	Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout
	Facility)

ROADSIDE SIGNS

RS2 Roadside Signs - Wood Post - Typical Installation Detai	ils N	Detai	D	ation	Install	Cypical	Post -	Wood	igns -	Roadside S	2 R	RS2
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A62A Excavation and Backfill - Miscellaneous Details



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**, APRIL 24, 2018, at which time they will be publicly opened by the Clerk of the Board of the County of Humboldt 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:

Dinner Creek Culvert Replacement Project AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

Bids are required for the entire work as described herein:

The roadwork to be done consists, in general, of, traffic control, clearing and grubbing, removal and replacement of two fish migration barrier culverts, channel excavation and grading, placement of rock slope protection and in-channel rock, reconstruction of roadway embankment, surfacing of the roadway with aggregate base and hot mix asphalt, and placement of permanent erosion control. Bidders are advised that the work must be completed within **45 working days**. The Engineer's Estimate for this work is: **\$544,835**.

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 2015. Provisions that reference federal-aid contracts are applicable.

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

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

No pre-bid meeting is scheduled for this project.

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

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

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

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

<u>KATHY HAYES</u> Clerk of the Board of Supervisors County of Humboldt, State of California

DATED:



COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS FOR

Dinner Creek Culvert Replacement Project AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

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 2015**, and the **STANDARD PLANS dated 2015**, 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: <u>www.co.humboldt.ca.us</u>. Current <u>Revised Standard Specifications</u> are available for review at the Department of Public Works, 1106 Second Street, Eureka, California 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 2-1.33A:

The forms:

"Subcontractor List"

are 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.

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.04:

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.

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 percent)** 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 3, 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

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6 CONTROL OF MATERIALS

Add to section 6-1.02:

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.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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&2:

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:

45 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 8-1.08B and 8-1.08C.

See the table in Section 8-1.10A of the Standard Specifications for liquidated damages pertaining to this project.

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.

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9 PAYMENT

Add to section 9-1.03:

Prompt Payment of Funds Withheld from Subcontractors

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.

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

9-1.17D Final Payment and Claims

9-1.17D(1) Effective January 1, 2017, Sections 9-1.17D through 9-1.22 of the Standard Specifications shall be replaced with the following provisions as required by California Public Contract Code Section 9204 (California Assembly Bill 626).

9-1.17D(2) For purposes of this section:

- 1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - 1.1 A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - 1.2 Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - 1.3 Payment of an amount that is disputed by the public entity.
- 2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- 3. "Public entity" means, without limitation, except as provided herein, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency. However, the term "public entity" shall not include any of the following:
 - 3.1 The Department of Water Resources as to any project under the jurisdiction of that department.
 - 3.2 The Department of Transportation as to any project under the jurisdiction of that department.
 - 3.3 The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - 3.4 The Department of Correction and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with section 7000) of Title 7 of Part 3 of the California Penal Code.
 - 3.5 The Military Department as to any project under the jurisdiction of that department.
 - 3.6 The Department of General Services as to all other projects.

3.7 The High-Speed Rail Authority.

- 4. "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- 5. "subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

9-1.17D(3)(a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

9-1.17D(3)(b) The claimant shall furnish reasonable documentation to support the claim.

9-1.17D(3)(c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

9-1.17D(3)(d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

9-1.17D(4)(a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-1.17D(4)(b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

9-1.17D(4)(c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the

parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9-1.17D(4)(d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

9-1.17D(4)(e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

9-1.17D(5) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

9-1.17D(6) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

9-1.17D(7) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

9-1.17D(8) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable, and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the time frames and procedures set forth in this section.

9-1.18-9-1.20 RESERVED

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DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

12-3 TEMPORARY TRAFFIC CONTROL DEVICES

12-3.33 TEMPORARY SIGNAL SYSTEMS

Insert into section 12-3.33D Payment:

"Temporary Signal System" shall include furnishing, installing, operating, configuring and maintaining two (2) temporary traffic signals.

Payment for work performed and the materials furnished in accordance with this Item will be paid for under the Lump Sum (LS) unit price bid for "Temporary Signal System." This price is full compensation for transporting equipment and materials, installation, operation, fueling and maintenance, configuration of the system, and all other associated materials, equipment, labor, tools and incidentals.

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, 2way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes 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 12-1.04, "Payment," 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, 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 is <u>0.25 acres</u> not including stockpile or Contractor's staging area.

Insert into section 13-2.03:

Manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater and separate municipal storm sewer systems.

^^^^^

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-6.04:

Portions of this project may be located within the jurisdiction of the following agencies:

- California Department of Fish and Wildlife
- California Water Quality Control Board
- United States Army Corp of Engineers
- National Oceanic & Atmospheric Administration Fisheries / National Marine Fisheries Services
- United States Fish and Wildlife Service

The Contractor shall fully inform himself of the requirements of the permits, rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

It is unlawful for any person to substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any stream, river, or lake without first notifying the Department of Fish and Wildlife, unless the project or activity is noticed and constructed in accordance with all conditions imposed under Fish and Wildlife Code Section 1601.

The Department of Public Works is authorizing the performance of the work based upon no discharge of any unsuitable materials into the stream or waterway area. Contractor shall provide a means of protection that will ensure that no materials that are to be removed or placed will remain in the waterway area when the construction is complete.

Typical requirements of the above agencies are summarized, but not limited to, the following:

1. The culvert work shall be completed by October 31, 2018.

2. The Contractor shall utilize an approved erosion control plan as follows (details shown on plans):

Sand bagged silt fences will be installed in the creek, both upstream and downstream of the construction site. Any accumulated sediment will be removed to an approved disposal site.

All disturbed drainages flowing into the creek will have straw bale sediment dams installed on them. Any accumulated sediment will be removed to an approved disposal site.

In addition to these methods, excavated material that is suitable for backfill will be temporarily stockpiled on the closed portions of or adjacent to the county road near the work site. Unsuitable material will be removed to an approved disposal site.

3. Water Management Plan:

Water will continue to flow through the existing culvert during the excavation to remove it. Once most of the soil is removed from around the existing pipe, the creek will be dammed for the period it takes to remove the old culvert. A flow bypass consisting of a sand bagged dam surrounding a temporary diversion pipe that will carry the creek flows beyond the construction area and deposit it onto a temporary river run splash pad. This bypass flow will be gravity driven. Alternative stream diversion systems will be considered.

If it is necessary to pump water from the footing excavations during construction, that water will be discharged into a suitable area as described in the permit at a sufficient distance to prevent any sediment from entering the creek.

Construction is proposed to end prior to the beginning of the upstream migration of any adult salmonids. Streamflows during the construction period will be minimal and is expected to be less than one cubic foot per second. A qualified fish biologist possessing a current collection permit will survey the project reach prior to flow diversion. That biologist (hired directly by the county) will be responsible for removing any salmonids present in the project reach.

4. Capture and relocation of Salmonids:

All work involved in constructing fish barriers, locating and capturing salmonids or other wildlife and removing them to other locations will be done by others and is not a part of the Contractors' operations. However, the Contractor shall coordinate his work such that as soon as he is advised that the stream is clear through the reach of the project, he will start stream diversion or other operations necessary to begin construction of the culvert.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

^^^^^

15 EXISTING FACILITIES

Add to section 15-1.01:

The Contractor shall physically reference out the existing utility facility to be raised both in the field on the ground, and on a paper sketch. The Contractor shall use a plastic or rubber location spike specifically manufactured to locate buried facilities after paving. Each facility shall be raised to be flush with the new asphalt overlay grade or as shown on the plans. Any facility damaged by contractor operations shall be replaced at the Contractor's expense and no additional compensation will be allowed therefor.

Extreme caution shall be exercised by the Contractor when working on or near survey monuments. Monuments must not be disturbed. If the Contractor does disturb a survey monument, he shall notify the Engineer immediately, and shall pay all costs associated with resetting the monument to its correct location. Under no circumstances shall personnel other than the County of Humboldt survey crew modify existing monuments.

^^^^^

DIVISION III EARTHWORK AND LANDSCAPE

16 CLEARING AND GRUBBING

Add to section 16-1.03A:

Vegetation shall be cleared and grubbed to a width of 5-foot outside of excavation and embankment slope lines. Where it is necessary for the Contractor to work outside these limits existing vegetation shall be carefully trimmed as required for the Contractor's operations as approved by the Engineer.

Clearing and grubbing includes removal of fences and gates. Salvageable materials resulting from fence removal shall be stockpiled on owners property.

Add to section 15-2.02J:

Signs-all existing roadside signs and salvageable posts shall be delivered to the Garberville Maintenance station.

Add to section 15-4.01A(1):

In addition to these specifications, all work shall conform to the requirements of the Fish and Wildlife Permit.

19 EARTHWORK

Add to section 19-1.01A:

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

Over-excavation of unsuitable material under concrete footings and foundations and importing, placing and compacting replacement foundation backfill will be considered extra work in accordance with the provisions in Section 19-1.03B 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.

Replace paragraph 1 of Section 19-6.02A with:

Embankment shall be constructed of excavated materials, imported borrow, or a combination of said materials. Imported borrow shall be obtained from a source approved by the Engineer having an "R" Value of 50 or greater. Obtaining imported borrow will be in accordance with Section 19-2.03C, "Deficiency Material."

Add to Section 19-9.04:

The embankment quantity to be measured and paid for will be determined in the same manner as provided for roadway excavation and shall be the computed volume based upon the pre-project measured ground surface or project slope lines and the project grading plane.

^^^^^

21 EROSION CONTROL

Add to Section 21-1.02L:

Hydroseed work shall consist of applying erosion control materials, consisting of a mixture of fiber, seed, tackifier, commercial fertilizer and water. The mixture shall be applied to embankment and excavation slopes and other graded or disturbed areas of the project including any borrow or disposal sites as determined by the Engineer.

Seed shall consist of the following native species or equivalent as approved by Engineer. If the adjacent property is certified organic by the USDA, the Contractor shall obtain certified organic seed. In the event organic seed suitable for erosion control or the adjacent pasture is not available then conventional untreated seed may be used.

Botanical Name (Common Name)	Percentage Purity <u>(minimum)</u>	Percentage Germination <u>(minimum)</u>	Lbs. Per <u>Acre</u>
Bromus Carinatus (California Brome)	95	95	35
Vulpia microstachys (Small Fescue or Three Weeks Fescue)	98	85	6
Trifolium wildenovii (Tomcat Clover)	98	80	4

Seed shall be mixed on the project site in the presence of the Engineer.

The erosion control materials shall be mixed and applied in the following proportions:

Material	Lbs. per Acre (Slope Measurement)
Fiber	1500
Seed	45
Commercial Fertilizer	300

Tackifier conforming to section 21-1.02F shall be incorporated in the mix at the rate recommended by the manufacturer.

The mixture shall be applied within 60 minutes after the seed has been added to the mixture.

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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

Replace Section 39 Asphalt Concrete with Section 39 Hot Mix Asphalt, Standard Specifications 2010

Add to section 39-1.01 (2010 Std. Specs):

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

Add to section 39-1.02C (2010 Std. Specs):

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

Add to section 39-1.02E (2010 Std. Specs):

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

^^^^^

DIVISION VI STRUCTURES

48 TEMPORARY STRUCTURES

Replace "Reserved" in section 48-6 with:

48-6 TEMPORARY BRIDGE (RAILROAD FLATCAR DETOUR)

48-6.01 GENERAL

48-6.01A Summary

Section 48-6 includes specifications for constructing a railroad flatcar detour.

The County shall furnish and Contractor shall install a railroad flatcar bridge as a temporary detour.

The bridge may require re-installation of, or new, curbs and/or railing, and placement of compacted aggregate base as temporary abutment foundation material. All work to prepare the bridges for traffic following installation will be considered to be a part of constructing the railroad flatcar detour.

48-6.01B Definitions

Reserved

48-6.01C Submittals Reserved

48-6.02 MATERIALS

Not Used

48-6.03 CONSTRUCTION

The railroad flatcar is to be placed at the detour location by the County. Compacted aggregate base material shall be used as temporary abutment foundation material at both ends of the railroad flatcar bridge. The Contractor shall install and maintain wood wheel guards and wood handrails to the satisfaction of the Engineer.

Damaged wheel guards and handrails shall be immediately replaced and shall be maintained in good working order as long as the detour is in use. The contractor is responsible for any damage to the flat car caused by his/her operations.

As a minimum, wheel guards shall consist of 4x6 timber over 4x6 blocks bolted with two 1/2" bolts at 4' O.C. to the railroad flatcar. It is the Contractors responsibility to provide wheel guards that will adequately protect the public.

As a minimum, handrails shall consist of 3 rails of 2x4 lumber attached to 4x6 posts at 5' O.C. Rails are bolted to the posts with two 3/8" bolts. Posts are secured to the flatcar with four 1/2" bolts. The height of the handrail is 42 inches. It is the Contractors responsibility to provide hand railing that will adequately protect the public.

48-6.04 PAYMENT

The lump sum payment for the bid item "Construct Detour" shall include both the construction and removal of the temporary railroad flatcar bridge, placing and compacting aggregate base as railroad flatcar bridge temporary abutment foundation material, installing wheel guards and guard railing, removing the flatcar and aggregate base used as temporary abutment foundation material.

^^^^^

DIVISION VII DRAINAGE

67 STRUCTURAL PLATE CULVERTS

Add to Section 67-2.04:

The structural steel plate culvert and arch culvert will be paid for by the linear foot. The price paid per linear foot shall include work and materials required for the construction of the structural steel plate culvert and arch culvert. The reinforced concrete footings for the structural steel plate arch culvert shall be paid for as bid items "Class A Concrete" and "Bar Reinforcing Steel".

^^^^^

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

Add to Section 72-2.04:

Rock for Grade Control Rock Structure shown in the plans on Sheets 5 and 9 will be considered to be the bid items "Clean River Run Rock (6" to 8" Cobble)" and "Imported River Gravel" for payment purposes.

^^^^^

PROPOSAL TO THE COUNTY OF HUMBOLDT FOR

Dinner Creek Culvert Replacement Project AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

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 **2015**, the Standard Specifications dated **2015**, 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) Dinner Creek Culvert Replacement Project AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

NO.	ITEM C	ODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120089		Construct Detour (Railroad Flatcar Bridge)	LS	1		
2	120090		Construction Area Signs	EA	12		
3	120100		Traffic Control System	LS	1		
4	128601	1	Temporary Signal System	LS	1		
5	129000		Temporary Railing (Type K)	EA	4		
6	130100		Job Site Management	LS	1		
7	130200		Prepare Water Pollution Control Program	LS	1		
8	130640		Temporary Fiber Roll (Type 1)	LF	600		
9	130680		Temporary Silt Fence	LF	400		
10	130900		Temporary Concrete Washout	EA	1		
11	146004		Fish Protection (Water Bypass System)	EA	2		
12	146100		Fish Habitat Structure	LS	1		
13	150808		Remove Culvert (EA)	EA	2		
14	150808	S	Remove Concrete Weir	LS	1		
15	160102		Clearing and Grubbing	LS	1		
16	190151	F	Channel Excavation (Dinner Creek)	CY	260		
17	192025	F	Structure Excavation (Culvert)	CY	2,690		
18	193004	F	Structure Backfill (Culvert)	CY	860		
19	198020		Imported River Gravel	CY	260		
20	198050		Embankment	CY	1,030		
21	210430	S	Hydroseed	LS	1		
22	260301		Class 2 Aggregate Base	CY	130		
23	390102		Hot Mix Asphalt (Type A, 1/2" mix)	Ton	100		
24	510103	S-F	Class A Concrete (Arch Culvert)	CY	68		
25	520101	S-F	Bar Reinforcing Steel	Lbs	6,270		
26	671101		120" Structural Steel Plate Pipe (0.109" Thick)	LF	30		
27	674960		18'x9' Structural Steel Arch Culvert (0.168in-8g.)	LF	100		
28	720111		Clean River Run Rock (6" to 8" Cobble)	CY	20		
29	720122		Rock Slope Protection (1/2 to 1-ton, Method A)	TON	150		
30	721008		Rock Slope Protection (Light, Method B)	TON	50		
31	999990		Mobilization DESIGNATION; S=SPECIALTY ITEM, F=FINAL PAY QUANTITY	LS	1		

BID TOTAL

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.

INITIAL

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is

(NOTICE: INSERT THE WORDS "CASH (\$___)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDERS'S BOND", AS THE CASE MAY BE.)

in the amount of at least TEN PERCENT (10%) of the total bid.

The names of all persons interested in the foregoing proposal as Principals are as follows:

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual copartners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an act providing for the registration of Contractors,

LICENSE NO._____ Classification(s)_____ Note: It is optional to provide your contractors license number at this time. You are not required to provide your contractors license number until the time that the contract is to be awarded.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:			
	Sign Here		_
	Here	Signature and Title of Bidder	
Bidder's Business Address			
Place of Residence			

BIDDER'S BOND COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Dinner Creek Culvert Replacement Project AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

for which bids are to be opened on **TUESDAY**, APRIL 24, 2018, at 2:00 PM, in the Office of the Clerk of the Board, Humboldt County Courthouse, in Eureka, California.

. as

Know all men by these presents: That we _____

PRINCIPAL, and _____

as **SURETY**, are held and firmly bound unto the County of Humboldt in the penal sum of <u>TEN PERCENT</u> (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) PRINCIPAL ______(seal) ______(seal) SURETY Address:______(seal)

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 selfinsure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Sign	
Here	

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

AGREEMENT NO.: P1610515

The bidder shall list all subcontractors in accordance with Section 2-1.10 of the Standard Specifications. Photocopy this form for additional firms.

The Bidder shall list the name and address; Contractor license number; Public Works Contractor registration number; and description of portion of work subcontracted to each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

YES NO

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- · does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder	, proposed
subcontractor	, hereby certifies that he
has, has not, participated in a previous contract or subcontract subject	to the equal opportunity
clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where r	equired, he has filed with the
Joint Reporting Committee, the Director of the Office of Federal Contract Complia	nce, a Federal Government
contracting or administering agency, or the former President's Committee on Equal	Employment Opportunity, all
reports due under the applicable filling requirements.	(20) (20) (20) (20) (20)

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

AGREEMENT

This is an AGREEMENT made and entered into this	day

of_____, 20__, by and between the County of Humboldt, a

political subdivision of the State of California (hereinafter referred to as COUNTY)

and _____,

a corporation organized and existing under the laws of the State of California;

hereinafter referred to as "CONTRACTOR".

County and Contractor for the consideration hereinafter named agree as follows:

Section 1 - SCOPE OF WORK

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

Dinner Creek Culvert Replacement Project AGREEMENT NO.: P1610515 CONTRACT NO.: 211304

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 - Bidder's Bond
- This Agreement
 Special Provisions

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

- Standard Plans dated 2015
- Standard Specifications dated 2015
- 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 required to be given to CONTRACTOR shall be addressed as follows:

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

COUNTY OF HUMBOLDT

(SEAL)

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

BY

ATTEST:

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

BY

Clerk of the Board

CONTRACTOR

BY_____

TITLE_____

BY_____

TITLE_____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY_____ Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED AND APPROVED:

BY

Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

NOW, THEREFORE, we the Principal and

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 ______ day of ______, 20 _____.

PRINCIPAL	
BY	

SURETY

BY ______Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Address of Contractor)	,hereinafter called Principal, and
(Corporation, Partnership, or Individual)	_,neremater canea Timeipai, and
Name of Surety)	
(Address of Surety) ereinafter called Surety, are held and firmly bound unto	
(Name of Owner)	
(Address of Owner) ereinafter called Owner, in the penal sum of	
Dollars ,	\$

in lawful money of the United States, for the Payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached 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 inst		(num	iber)	
be deemed an original, this the	day of		, 20	
ATTEST :				
			Dringing	
	s	BY	Principal	(s
(Principal) Secretary (SEAL)				_ ` `
(Witness as to Principal)			A	
(writiess as to Principal)			Address	
Address				
			Surety	
ATTEST :				
(SEAL)				
		BY		
(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.