

**County of Humboldt • Department of Public Works**  
1106 Second Street • Eureka • CA • 95501 • (707) 445-7377



**NOTICE TO BIDDERS**  
**SPECIAL PROVISIONS**  
**PROPOSAL AND CONTRACT**

FOR

**PUBLIC WORKS MEASURE O - 2026**  
**CEDAR STREET (3K280) PM 0.32-0.72 AND**  
**REDWOOD STREET (3K260) PM 0.00-0.23**

**PROJECT NO.: MEASURE O**  
**CONTRACT NO.: 342006**

**30 WORKING DAYS**

FOR USE WITH Standard Specifications dated 2025,  
Standard Plans dated 2025, Prevailing Wage Rates,  
Labor Surcharge and Equipment Rental Rates

**BIDS OPEN: July 21, 2026 AT 2:00 PM**

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

**Note:** To register as a plan-holder, prospective bidders must email a request to the Department of Public Works Contact Person. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

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**PROJECT NO.: MEASURE O  
CONTRACT NO.: 342006**

Prepared by

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

**Recommended:**



Josh Wolf  
RCE 70358, Expires 9/30/2026  
Civil Engineer  
GHD, Inc.

5/26/26

Date



**Approved:**



Tony R. Seghetti  
RCE 63714, Expires 09/30/2026

6/9/2026

Date



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## STANDARD PLANS LIST - 2025

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

<b>ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND</b>	
RSP A3A	Abbreviations (Sheet 1 of 3)
RSP A3B	Abbreviations (Sheet 2 of 3)
RSP A3C	Abbreviations (Sheet 3 of 3)
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)
<b>PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS</b>	
A20A	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details
<b>EXCAVATION AND BACKFILL</b>	
A62F	Excavation and Backfill - Metal and Plastic Culverts
<b>CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING</b>	
A87A	Curbs and Driveways
A87B	Hot Mix Asphalt Dikes
RSP A88A	Curb Ramp Details
A88B	Curb Ramp and Island Passageway Details
<b>DRAINAGE INLETS, PIPE INLETS AND GRATES</b>	
D73E	Precast Drainage Inlets - Types GO and GDO
D73F	Precast Drainage Inlet Notes
D73G	Precast Drainage Inlet Tables
D74	Drainage Inlet Details
D77B	Grate Details No. 2
<b>PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS</b>	
D87B	Plastic Pipe Downdrain Details
<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>	
T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
<b>TEMPORARY PEDESTRIAN ACCESS ROUTES</b>	
T30	Temporary Pedestrian Access Routes - Typical Sidewalk Closure and Pedestrian Detour
T32	Temporary Pedestrian Access Routes - Typical Sidewalk/Crosswalk Closure and Pedestrian Detour
<b>TEMPORARY WATER POLLUTION CONTROL</b>	
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

**T63 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

**T64 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)**

**ROADSIDE SIGNS**

**RS1 Roadside Signs - Typical Installation Details No. 1**

**RS2 Roadside Signs - Wood Post - Typical Installation Details No. 2**

**RS4 Roadside Signs - Typical Installation Details No. 4**

**RS5 Roadside Sign-PSST Post-Typical Installation Details No. 1**

**RS6 Roadside Sign-PSST Post-Typical Installation Details No. 2**



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

**Department of Public Works**  
**SEALED BID for (Project Name)**  
County of Humboldt  
1106 Second Street  
Eureka, California, 95501

until 2:00 PM, **TUESDAY, July 21, 2026**, at which time they will be publicly opened by the Department of Public Works of the County of Humboldt at a public meeting located at the parking lot of the building on 1106 Second Street, Eureka CA, for performing work as follows:

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM 0.32-0.72**  
**AND REDWOOD STREET (3K260) PM 0.00-0.23**  
**PROJECT NO.: MEASURE O**  
**CONTRACT NO.: 342006**

Bids are required for the entire work as described herein:

The work to be done consists of pavement rehabilitation and structural section improvements (full grinding or cold planing, regrading, supplementing the underlying aggregate base as needed), ADA-compliant concrete curb ramp construction/upgrades, replacement of a concrete valley gutter, replacement of an existing storm drain system (including inlets and associated piping), constructing rock lined ditch, adjusting utility covers, and new signage and pavement striping and roadway markings. Bidders are advised that the work must be completed within **30 working days**. The Engineer's Estimate for this work is: **\$1,372,905.00**.

Plans, Special Provisions and Proposal Forms may be viewed at the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501, at area plan centers and on the County's website at: <http://humboldt.gov/Bids.aspx>.

To receive electronic bid documents and to **register as a plan-holder**, prospective bidders must email a request to the Department of Public Works at [PWEngineering@co.humboldt.ca.us](mailto:PWEngineering@co.humboldt.ca.us) or call the Department of Public Works at (707) 445-7377. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

Printed copies of the contract documents may be obtained by prospective Bidders upon ADVANCE payment of a non-refundable printing and service charge in the amount of \$17.00. 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.

To submit questions regarding the plans and special provisions or request a copy of the latest plan holders list, email the request to [PWEngineering@co.humboldt.ca.us](mailto:PWEngineering@co.humboldt.ca.us) or contact the Department of Public Works at (707) 445-7377.

Plans and Special Provisions reference the Caltrans Standard Specifications and Standard Plans dated 2025. 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 2<sup>nd</sup> Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to planholders that have purchased bid documents from the Department of Public Works at 1106 Second Street, Eureka, California, 95501. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

TRACY DAMICO

Clerk of the Board of Supervisors

County of Humboldt, State of California

DATED: \_\_\_\_\_



COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS  
FOR

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM 0.32-0.72  
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**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 2025**, and the **STANDARD PLANS dated 2025**, 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.

*Replace the following definitions in section 1-1.07B with:*

**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.

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

*Add to section 1-1.07B:*

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



the bidder agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof. Items considered public information will be available for review after the bid opening.

***Add to section 2-1.43:***

**BID OPENING**

The County publicly opens and reads bids at the time and place shown on the Notice to Bidders.

***Add to section 2-1.50:***

**BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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**3 CONTRACT AWARD AND EXECUTION**

***Replace the 1st paragraph in section 3-1.04 with:*** 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 the 2nd paragraph in section 3-1.04 with:***

**CONTRACT AWARD**

If the County awards the contract, the award is made to the lowest responsible and responsive bidder.

***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 at least **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 3-1.06 with:***

**CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

***Replace section 3-1.07 with:***

- 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 \$2,000,000 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



engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**C. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

^^

**5 CONTROL OF WORK**

*Replace section 5-1.13E with:*

**5-1.13E Prompt Payment**

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay duly authorized motor carriers of property in dump trucks for transportation charges under Bus & Prof Code § 7108.6. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed
  - 2.1. Bid item numbers or change order numbers
  - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith. Submit requested documents within 10 days of receipt of request.

The Department may withhold the same amount of your withhold from a future progress pay estimate if the Department determines any of the following has occurred:

1. Withhold was not applied in good faith
2. Requested additional withhold documentation records were not provided
3. Payment information was not submitted through the prompt payment monitoring system
4. Required withhold notification was not provided

The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

*Add to section 5-1.36C:*

**5-1.36C(2) Nonhighway Facility Protection**

The utilities shown in the following table may interfere with the work and must be protected in place. Make arrangements with the utility owner (1) to conduct or witness all exposures or (2) to request temporary deactivation of the utility.

**Utilities to Be Exposed and/or Protected in Place During Construction**

Utility	Location
HCSO 6" AC Water Main	Cedar St. – <b>Do not use vibratory compaction equipment near AC Water Main</b>
HCSO 8" C-900 Water Main	Cedar St., Redwood St.
HCSO 12" C-900 Water Main	Cedar St., Redwood St.
HCSO 6" AC Sanitary Sewer	Cedar St., Redwood St. - – <b>Do not use vibratory compaction equipment near AC Sewer Main</b>
HCSO 6" SDR 35 Sanitary Sewer	Cedar St
PG&E 2" Plastic HP Gas Main	Cedar St., Redwood St.
PG&E Gas Transmission Main (Size undetermined)	Redwood St. <b>PG&amp;E Gas Standby may be required for work near high pressure gas transmission. Contact 811.</b>
HCSO Water Valves	Various locations shown on plans - <b>Do not turn-on/turn off. Contact HCSO. Contractor to adjust to grade</b>
HCSO Water Meters	Various locations shown on plans - <b>Do not turn-on/turn off. Contact HCSO. Contractor to adjust to grade</b>
PG&E Gas Valves	Various locations shown on plans - <b>Protect in Place</b>
HCSO Air Release Valves	Various locations shown on plans - <b>Protect in Place</b>
HCSO Fire Hydrants	Various locations shown on plans - <b>Protect in Place</b>

Utility Contact Information:	Phone Number
HCSO – Keith Noga	(707) 443-4558
PG&E – Gas	811

The utility information shown is incomplete. Utility location activities must be concurrent with construction activities. Make arrangements with the utility owners to coordinate activities.

**Potholing (Utility Verification)**

Before excavation or installation of storm drain facilities, perform potholing as shown on the plans.

Method

Perform potholing using non-destructive methods such as vacuum excavation unless otherwise authorized.

Coordination

Coordinate potholing with utility owners and notify them at least 2 business days before exposure of their facilities.

Documentation

Submit potholing records that identify the horizontal and vertical location of exposed utilities relative to proposed improvements.

Protection and Restoration

Protect exposed utilities during construction. Backfill potholes immediately after documentation and restore surface conditions to match existing conditions.

Responsibility

Failure to adequately verify utility locations does not relieve the Contractor of responsibility for utility conflicts, utility damage, or resulting delays.

Payment

Potholing (Utility Verification) is measured and paid for on a per-each basis. The quantity to be paid for is the number of potholes performed and accepted by the Engineer.

Full compensation for potholing includes furnishing all labor, materials, tools, equipment, coordination, excavation, documentation, backfilling, and surface restoration, and no additional compensation will be allowed therefor.

^^

**6 CONTROL OF MATERIALS**

*Add to section 6-1.03:*

**6-1.03B Submittals**

**6-1.03B(1) General**

Not Used

**6-1.03B(2) Work Plan**

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am

aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

### **6-1.03B(3) Analytical Test Results**

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

### **6-1.03B(4) Sample and Analysis**

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

**Minimum Number of Samples and Analytical Tests for Local Material**

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

### **6-1.03C Local Material Management**

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work





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 select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party 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)**





The Contractor shall be prepared to remove closures and provide emergency vehicle access at all times. The Contractor will not be entitled to compensation for the delays of work resulting from a closure needing to be opened in order to provide emergency vehicle access.

***Add to the end of section 12-4.02C(3)(a):***

If work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C(8).

Keep a minimum of 1 traffic lane at least 10 feet wide open for traffic, except the full width of the traveled way must be open when construction operations are not active or an approved traffic control plan is in place.

***Add to the end of the 1st paragraph of section 12-4.02C(7)(a):***

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

***Add to the end of section 12-4.02C(7)(a):***

After placing components of a stationary traffic control system, you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

***Add to the end of section 12-4.02C(7)(b):***

Concurrent stationary closures in the same direction of travel must be spaced no closer than 5 miles apart.

Closure spacing is the distance between the last cone of the upstream closure and the temporary sign W20-1 of the downstream closure. The number of lanes open in the upstream closures must be less than or equal to the number of lanes open in the downstream closures. For multiple closures in each direction of travel, pick up the downstream closures first.

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 15 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 1 mile between flaggers.

For traffic under one-way-reversing traffic control on unpaved areas, the cones shown along the centerline are not required.

***Replace section 12-5 with:***

**12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

**12-5.01 GENERAL**

Section 12-5 includes specifications for closing traffic lanes with stationary lane closures on 2-lane, 2-way roadways.

Traffic control system includes signs.

### 12-5.03 CONSTRUCTION

#### 12-5.03A General

Provide and maintain a minimum of 1 open traffic lane through or around the work area at all times. All temporary traffic routes shall be located within the County right-of-way and temporary construction easements obtained for the project. Traffic lane shall be at least 10 feet wide, with a surface that is firm, smooth, free of ruts, and sloped so as not to restrict or impede traffic.

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. Contractor 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, and these Special Provisions. 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, temporary excavation and embankment necessary to provide traffic lane through or around the work area at all times, replacing, and disposing of the components of the traffic control system, and any other equipment and labor required, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.





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.

All existing vegetation outside the clearing and grubbing limits and outside of areas that are absolutely required for the Contractor's operations shall be protected from injury or damage resulting from the Contractor's operations. Certain mature trees on the edge of the clearing limits are not to be removed. The Contractor shall check with the Engineer before removing trees of this nature.

***Replace section 17-2.04 with:***

The lump sum price paid for "Clearing and Grubbing" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the clearing and grubbing of the construction areas, including disposal outside of County right of way, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

^^

**19 EARTHWORK**

***Add to section 19-1.01A:***

Earthwork activities include developing a water supply and finishing the roadway. Comply with sections 10-6, and 22.

***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.

^^

**21 EROSION CONTROL**

***Replace section 21-1.03 with:***

Prior to final acceptance, all areas disturbed by the Contractor and all exposed soil surfaces must be permanently stabilized. Permanently stabilize disturbed areas by applying seed, mulch, or other treatment to establish vegetative cover consistent with adjacent undisturbed areas or as directed by the Engineer.

Provide mulch or soil cover as necessary to promote germination and establish uniform coverage.

Maintain treated areas until a uniform stand of vegetation is established.





**Replace Table in Section 39-2.02B(2) with:**

**Type A HMA Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	N <sub>initial</sub> > 8.0 N <sub>design</sub> = 4.0 (±2.0%) (N <sub>design</sub> = 5.0 for 1-inch aggregate) N <sub>max</sub> > 2.0
Gyrations compaction (no. of gyrations)	AASHTO T 312	N <sub>initial</sub> = 8 N <sub>design</sub> = 85.0 N <sub>max</sub> = 130
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5  13.5–16.5 14.5–17.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.55-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	AASHTO T 324 (Modified) <sup>c</sup>	10,000 15,000 20,000 25,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.

**Replace Table in Section 39-2.02B(4)(a) with:**

**Aggregate Quality**

Quality characteristic	Test method	Requirement
Percent of crushed particles:	AASHTO T 335	90
Coarse aggregate (min, %)		
One-fractured face		85
Two-fractured faces		
Fine aggregate (min, %)	AASHTO T 96	70
(Passing No. 4 sieve and retained on No. 8 sieve.)		
One-fractured face		
Los Angeles Rattler (max, %)	AASHTO T 96	12
Loss at 100 Rev.		
Loss at 500 Rev.		40
Sand equivalent (min) <sup>a</sup>	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) <sup>b</sup>	AASHTO T 304, Method A	45

<sup>a</sup>The reported value must be the average of 3 tests from a single sample. Use of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker," 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

<sup>b</sup>The Engineer waives this specification if the Type A HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate, except if your JMF fails verification. Manufactured sand is fine aggregate produced by crushing rock or gravel.

**Add section 39-4 with:**

**39-4 COLD PLANING AND REPROCESSING EXISTING ASPHALT CONCRETE**

**39-4.01 GENERAL**

Remove existing asphalt concrete pavement by cold planing. Do not use pulverization, reclaimer-type equipment, or other in-place full-depth recycling methods that do not control particle size.

Cold plane the existing asphalt concrete to the limits and depths shown. Process and reuse the removed material within the roadway structural section as specified.

**39-4.02 EQUIPMENT**

Cold milling machines must comply with Section 39-3.04C(1).

Use a self-propelled cold milling machine equipped with a rotating drum with carbide cutting teeth.

The milling machine must:

1. Produce a uniformly sized material suitable for reuse as base material.
2. Be equipped with automatic grade and cross slope controls.
3. Not operate as a full-depth pulverizer or reclaimer.

### **39-4.03 MATERIAL PROCESSING**

Process cold planed material such that:

1. 100 percent passes the 2-inch sieve.
2. At least 90 percent passes the 1-1/2 inch sieve.
3. Material is free from oversized chunks, slabs, or unbroken asphalt layers.

Material consisting of intact asphalt slabs or plates is not acceptable.

If material does not meet these requirements, reprocess, screen, or remove and replace the material as directed.

Supplementary aggregate must comply with the specifications for Class 2 aggregate base in section 26.

### **39-4.04 PLACEMENT AND BLENDING**

Process, place and blend the cold planed material with underlying aggregate base to form a uniform mixture suitable for shaping to the required lines, grades, and cross slopes shown.

Add supplemental aggregate base as required to:

1. Achieve the specified section thickness.
2. Correct cross slope.
3. Provide a stable and uniform working platform.

Spread material in uniform layers and avoid segregation of coarse and fine particles.

### **39-4.05 COMPACTION**

Compact the blended material to at least 95 percent relative compaction in accordance with Section 26.

Moisture condition material as necessary to achieve uniform compaction.

Rework areas that do not achieve specified compaction or that exhibit instability.

### **39-4.06 QUALITY CONTROL**

The Engineer may inspect processed material for compliance with particle size and uniformity requirements.

Material that does not comply must be reprocessed or removed and replaced at no additional cost.

### **39-4.07 PAYMENT**

Cold planing and reprocessing existing asphalt concrete will be measured by the square yard.

The quantity to be paid for is the actual area cold planed within the limits shown.

The contract unit price per square yard includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing, processing, excavating, spreading, blending, placing, moisture conditioning, compacting, and for any necessary reprocessing or disposal of nonconforming material, and disposal of excess material.

Supplementary aggregate, if required to achieve the design grades and cross slopes shown, will be paid for as extra work as provided in Section 4-1.03D. Payment for supplementary aggregate is limited to the cost of materials and trucking only. All labor, equipment, and incidental work required to place, blend, grade, and compact supplementary aggregate is included in the contract unit price for cold planing and reprocessing existing asphalt concrete.

*Add section 39-5:*

**39-5 HMA SPEED HUMPS AND SPEED BUMPS**

**39-5.01 GENERAL**

Construct hot mix asphalt (HMA) speed humps and speed bumps at the locations and to the dimensions shown.

Speed humps and speed bumps must conform to the profiles, lengths, widths, and cross slopes shown. Shape surfaces to provide a smooth, uniform transition to the existing pavement.

Construct speed humps and speed bumps using HMA.

**39-5.02 MATERIALS**

HMA must conform to Section 39-2 for Type A HMA unless otherwise specified.

**39-5.03 CONSTRUCTION**

Before placing HMA, clean the existing pavement surface of loose material.

Apply tack coat before placing HMA for speed humps and speed bumps.

Place HMA in lifts as necessary to achieve the required profile and thickness shown.

Shape the HMA to the specified geometry using handwork, forms, templates, or other approved methods to achieve a smooth and uniform surface.

Compact HMA using mechanical or hand-operated compactors to achieve a dense, smooth surface free of segregation, cracking, or surface irregularities.

Correct irregularities in grade or profile as directed.

**39-5.04 PAYMENT**

Construction of HMA speed humps and speed bumps will be measured by the linear foot along the centerline of each hump or bump.

The contract unit price per linear foot includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in constructing the speed humps and speed bumps, including surface preparation, application of tack coat, placement, shaping, and compaction.

HMA used in speed humps and speed bumps will be measured and paid for under the contract item for Hot Mix Asphalt (Type A).



***Replace section 73-3.04 with:***

Minor Concrete (Curb Ramp) will be measured and paid for on an each basis for each corner curb ramp installed, complete in place. Work includes adjacent curb, gutter (excluding concrete valley gutter), landings, and all associated transitions.

Concrete Valley Gutter will be measured and paid for on a square foot basis. The quantity to be paid for will be the actual surface area constructed.

The contract unit price paid for Minor Concrete (Curb Ramp) and Concrete Valley Gutter includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work involved in constructing the curb ramps and valley gutters, complete in place, including but not limited to:

1. Excavation, and subgrade preparation.
2. Furnishing and placing concrete.
3. Forming, finishing, and curing.
4. Constructing curb returns, landings, flares, and transitions to existing improvements.
5. Constructing transitions to adjacent curb, gutter, pavement, and drainage features.
6. Adjusting or reconstructing adjacent curb, gutter, sidewalk, and other improvements as necessary to complete the curb ramp.
7. Adjusting or reconstructing adjacent improvements as necessary to complete the valley gutter installation.
8. Providing a smooth and continuous surface that conforms to the lines, grades, and drainage flow shown.

Detectable warning surfaces are not included in the curb ramp pay item and are paid for separately.

**78 INCIDENTAL CONSTRUCTION**

***Replace section 78-23.01 with:***

Section 78-23 includes specifications for adjusting utility access box frames, covers, and manholes, including water meter box frames and covers.

***Add the following to section 78-23.03:***

Replace existing access box frames and covers, and water meter box frames and covers, with new in-kind units subject to approval by HCSD.

***Replace section 78-23.04 with:***

Adjust utility access box frames, covers, and manholes is measured and paid for as each.

The contract price paid per each for adjust utility access box frames, covers, and manholes includes full compensation for adjusting existing frames and covers to grade and for replacing existing access box frames and covers, and water meter box frames and covers, with new in-kind units as specified.

Full compensation includes furnishing and installing new in-kind access box frames and covers, and water meter box frames and covers, removal and disposal of existing materials, excavation, backfill, and restoring pavement, concrete, and adjacent improvements.

## **80 FENCES**

### ***Add the following to section 80-3.02A:***

Incorporate salvaged materials obtained from chain link fence removal into the completed work to the extent practicable, as determined by the Engineer.

Furnish new materials as required to complete the fence where salvaged materials are unsuitable or insufficient. New materials must be of similar type, coating, and quality to the existing fence.

Chain link fabric, posts, fittings, slats, and appurtenances must be free from defects and suitable for installation.

### ***Replace section 80-3.04 with:***

Chain Link Fence is measured and paid for by the linear foot.

The quantity to be paid for is the length of completed fence installed, measured along the fence line.

Full compensation for furnishing all labor, materials (including new materials required), incorporation of salvaged materials, tools, equipment, and incidentals necessary to construct a complete and functional chain link fence is included in the contract price paid for Chain Link Fence.

### ***Replace reserved section 80-5 with:***

## **80-5 REMOVE FENCE**

### **General**

Remove existing fence at the locations shown on the plans or as directed by the Engineer.

### **Removal and Salvage**

Remove fence components in a manner that minimizes damage and maximizes salvage of materials. Carefully stockpile salvaged materials within the right of way or at a location approved by the Engineer for reuse in the work.

Dispose of materials that are not suitable for reuse.

### **Protection**

Protect adjacent improvements during removal operations. Repair damage caused by removal activities at no additional cost.

### **Payment**

Remove Fence is measured and paid for by the linear foot.

The quantity to be paid for is the length of fence removed, measured along the fence line.

Full compensation for removing, handling, salvaging, stockpiling, disposing of materials, and all labor, tools, equipment, and incidentals is included in the contract price paid for Remove Fence.

*Replace reserved section 80-6 with:*

**80-6 WOOD FENCE**

**General**

Install wood fence at the locations shown on the plans or as directed by the Engineer.

Construct a complete and functional wood fence. Match the general alignment, height, and appearance of the existing fence unless otherwise shown on the plans or directed by the Engineer.

**Reuse of Materials**

Incorporate salvaged materials obtained from Wood Fence (Remove) into the completed work to the extent practicable, as determined by the Engineer.

**Materials**

Furnish new materials as required to complete the fence where salvaged materials are unsuitable or insufficient. New materials must be of similar type and quality to the existing fence.

**Construction**

Install posts, rails, and fencing components to provide a stable, uniform fence. Set posts in concrete (minor) to sufficient depth and spacing to support the completed fence. Replace or repair damaged or unsuitable components at no additional cost.

**Payment**

Wood Fence is measured and paid for by the linear foot.

The quantity to be paid for is the length of completed fence installed, measured along the fence line.

Full compensation for furnishing all labor, materials (including new materials required), incorporation of salvaged materials, tools, equipment, and incidentals necessary to construct a complete and functional fence is included in the contract price paid for Wood Fence.



**DIVISION IX TRAFFIC CONTROL DEVICES**

**82 SIGNS AND MARKERS**

*Replace the third paragraph of section 82-2.02A with:*

1. Phrase for signs within County right of way: *Property of the County of Humboldt*



## 84 MARKINGS

*Replace the third paragraph of section 84-2.04 with:*

A double traffic stripe consisting of two-6-inch-wide yellow stripes will be measured as 2 traffic stripes.

**PROPOSAL**  
TO  
THE COUNTY OF HUMBOLDT  
FOR

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM  
0.32-0.72 AND REDWOOD STREET (3K260) PM 0.00-0.23  
PROJECT NO.: MEASURE O  
CONTRACT NO.: 342006**

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 2025, the Standard Specifications dated 2025, 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 the base bid plus the additive option if the additive option 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.

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County of Humboldt's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County of Humboldt in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County of Humboldt's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County of Humboldt or any employee thereof. Items considered public information will be available for review after the bid opening.

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) PAGE 1 OF 2**  
**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET**  
**(3K280) PM 0.32-0.72 AND REDWOOD STREET (3K260) PM**  
**0.00-0.23**  
**PROJECT NO.: MEASURE O**  
**CONTRACT NO.: 342006**

**BASE BID SCHEDULE**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
1	050136	Potholing (Utility Verification)	EA	2		
2	120100	Traffic Control System	LS	1		
3	130100	Job Site Management	LS	1		
4	130201	Water Pollution Control Program	LS	1		
5	170103	Clearing and Grubbing (LS)	LS	1		
6	260203	Class 2 Aggregate Base (CY)	CY	40		
7	390132	Hot Mix Asphalt (Type A)	TON	2855		
8	394077	Place Hot Mix Asphalt Dike (Type F)	LF	75		
9	394090A	Place Hot Mix Asphalt Speed Hump	EA	3		
10	394090B	Place Hot Mix Asphalt Speed Bump	EA	1		
11	398200A	Cold Plane and Reprocess Asphalt Concrete Pavement	SQYD	17074		
12	510094A	Structural Concrete, Drainage Inlet (Type GO)	EA	2		
13	641107	18" Plastic Pipe	LF	96		
14	692307	18" Anchor Assembly	EA	1		
15	710128	Remove Storm Drain	LF	96		
16	710150	Remove Inlet	EA	2		
17	723080	Rock Slope Protection (60 lb, Class II, Method B) (CY)	CY	12		
18	730045A	Minor Concrete (Valley Gutter) (SQFT)	SQFT	1097		
19	730070A	Detectable Warning Surface	EA	9		
20	731623A	Minor Concrete (Curb Ramp) (Case A)	EA	8		
21	731623C	Minor Concrete (Curb Ramp) (Case C)	EA	1		
22	731850A	Remove Concrete (Curb, Gutter, Sidewalk, and Curb Ramp) (SQYD)	SQYD	171		
23	750500A	Miscellaneous Metal (Type 24-12X Grate, Galvanized)	LB	478		
24	780250	Adjust Monument Cover to Grade	EA	3		
25	780433	Paint Curb (2-Coat)	LF	80		
26	803020	Remove Fence	LF	67		
27	800001A	Wood Fence	LF	15		
28	800310A	Chain Link Fence	LF	28		
29	810230	Pavement Marker (Retroreflective)	EA	112		
30	820510	Reset Roadside Sign (One Post)	EA	7		

**BID FORM (EXHIBIT A) PAGE 2 OF 2**  
**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET**  
**(3K280) PM 0.32-0.72 AND REDWOOD STREET (3K260) PM**  
**0.00-0.23**  
**PROJECT NO.: MEASURE O**  
**CONTRACT NO.: 342006**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
31	820840	Roadside Sign - One Post	EA	16		
32	840515	Thermoplastic Pavement Marking	SQFT	1285		
33	840656	Paint Traffic Stripe (2-Coat)	LF	13388		
34	846035	Remove Thermoplastic Pavement Marking	SQFT	40		
35	999990	Mobilization	LS	1		

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

**BASE BID TOTAL**

**ADDITIVE BID SCHEDULE**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANT	UNIT PRICE	TOTAL
A1	780254A	Adjust Access Box Frame and Cover (Water and Sewer)	EA	57		
A2	780254B	Adjust Water Meter Box Frame and Cover	EA	3		
A3	780254C	Adjust Gas Access Box Frame and Cover (Gas)	EA	7		
A4	780258	Adjust Manhole Frame and Cover (Sewer)	EA	5		

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

**ADDITIVE BID TOTAL**

**BASE + ADDITIVE BID TOTAL**

\_\_\_\_\_  
*(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 contractor's license number at this time. You are not required to provide your contractor's license number until the time that the contract is to be awarded.

**ADDENDA**

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

\_\_\_\_\_  
*(Fill in addenda numbers if addenda have received and insert, in this Proposal any Engineer's Estimate sheets that were received as part of the addenda.)*

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: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Signature and Title of Bidder*

Bidder's Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

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

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM 0.32-0.72 AND  
REDWOOD STREET (3K260) PM 0.00-0.23  
PROJECT NO.: MEASURE O  
CONTRACT NO.: 342006**

for which bids are to be opened on **TUESDAY, July 21, 2026**, at 2:00 PM, at the Department of Public Works, 1106 Second Street, Eureka 95501, California.

**Know all men by these presents:** That we \_\_\_\_\_,  
\_\_\_\_\_, as  
**PRINCIPAL**, and \_\_\_\_\_,

as **SURETY**, are held and firmly bound unto the County of Humboldt in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the PRINCIPAL named above, submitted by said PRINCIPAL to the County of Humboldt for the work described above, for the payment of which sum is lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the sum of:  
\$ \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the PRINCIPAL has submitted the above mentioned bid to the County of Humboldt, as aforesaid, for the construction as specifically described above,

**NOW, THEREFORE**, if the aforesaid PRINCIPAL is awarded the contract, and within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_(seal)

\_\_\_\_\_(seal)

**PRINCIPAL**

\_\_\_\_\_(seal)

\_\_\_\_\_(seal)

**SURETY**

Address: \_\_\_\_\_

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


## CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

### Labor Code Section 3700.

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

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

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

**Sign**  
  
**Here**

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(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. )

**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 required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**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.



**LIST OF SUBCONTRACTORS**  
**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM 0.32-0.72 AND**  
**REDWOOD STREET (3K260) PM 0.00-0.23**  
**PROJECT NO.: MEASURE O**  
**CONTRACT NO.: 342006**

The Bidder must list the name and address, Contractor license 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 the Special Provisions.

Business Name and Location	California Contractor License Number	Contractor Division of Industrial Relations Registration Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

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

## 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 \_\_\_\_\_;  
a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_  
an individual doing business as \_\_\_\_\_  
\_\_\_\_\_ in the State of California,  
hereinafter referred to as "CONTRACTOR".

### Section 1 - SCOPE OF WORK

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

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET  
(3K280) PM 0.32-0.72 AND REDWOOD STREET (3K260)  
PM 0.00-0.23  
PROJECT NO.: MEASURE O  
CONTRACT NO.: 342006**

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

### Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be

encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer.

### **Section 3 - CONTRACT DOCUMENTS**

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

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

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

- Standard Plans - dated 2025
- Standard Specifications - dated 2025
- 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 30 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:

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

COUNTY OF HUMBOLDT

(SEAL) BY \_\_\_\_\_  
Chair, Board of Supervisors  
of the County of Humboldt,  
State of California

ATTEST:

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

BY \_\_\_\_\_  
Clerk of the Board

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 Management

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Humboldt, by its order made \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows:

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM 0.32-0.72 AND REDWOOD STREET (3K260) PM 0.00-0.23**

NOW, THEREFORE, we the Principal and \_\_\_\_\_, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way 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**

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Bond No. \_\_\_\_\_

**WHEREAS**, the County of Humboldt, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the “Contractor”, a contract for the work described as follows:

**PUBLIC WORKS MEASURE O - 2026 CEDAR STREET (3K280) PM 0.32-0.72 AND REDWOOD STREET (3K260) PM 0.00-0.23**

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Humboldt in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Humboldt, its officers and agents, as therein stipulated, then this obligation shall become and 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\_\_.

Correspondence or claim relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_, a  
Notary public in and for the City / County of \_\_\_\_\_, personally appeared  
\_\_\_\_\_, known to me to be the person whose name is subscribed to this

*Attorney-in-fact*

instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledge to  
me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-  
fact.

(SEAL)

\_\_\_\_\_

**NOTARY PUBLIC**