

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

**EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD
(4M220) PM 2.68**

**PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029**

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: AUGUST 4, 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.

NOTICE TO BIDDERS SPECIAL PROVISIONS PROPOSAL AND CONTRACT

FOR

**EMERGENCY CULVERT REPAIR DOWS PRAIRIE
ROAD (4M220) PM 2.68**

**PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029**

Prepared by

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

Recommended:



Jeffrey A. Ball
RCE 70631, Expires 6/30/2027

7/7/2026

Date



Approved:



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

7/07/2026

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.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
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)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A20C	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows and Symbols
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words
A24H	Pavement Markings - Arrows
A24K	Pavement Markings - Bicycle Obstruction Markings

EXCAVATION AND BACKFILL

A62D	Excavation and Backfill - Concrete Pipe Culverts
A62DA	Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS

D88	Construction Loads on Culverts
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LANDSCAPE AND EROSION CONTROL

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

TEMPORARY TRAFFIC CONTROL SYSTEMS

T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
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TEMPORARY WATER POLLUTION CONTROL

T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)

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



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, AUGUST 4, 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:

EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029

Bids are required for the entire work as described herein:

The work to be done consists of clearing and grubbing, coordinating with MCSD for temporary relocation of water service line, excavation and removal of existing culvert, installation of a new concrete culvert, backfill and reconstruction of roadway, installation of permanent water service line, and erosion and sediment control items. Bidders are advised that the work must be completed within **30 working days**. The Engineer's Estimate for this work is: **\$560,000**.

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 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 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 2nd Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. 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

EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029

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.

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2 BIDDING

Add to section 2-1.06A:

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

Plans, Special Provisions and Supplemental Project Information may be viewed on the County of Humboldt web site: <http://humboldt.gov/Bids.aspx>. Current Standard Specifications are available for review at the Department of Public Works, 1106 Second Street, Eureka, California or on Caltrans web page of the Office Engineer/ Engineering. (<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>)

Note that Plans, Special Provisions, and Proposal Forms posted on the County's web site may be used to submit a bid, however prospective bidders must register as a plan-holder. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

To **register as a plan-holder**, prospective bidder may email a request to the following project contact: Department of Public Works at PWEngineering@co.humboldt.ca.us or the engineering division (707) 445-7377.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Available for inspection at the Public Works Office: 1106 2 nd Street Eureka, CA 95501 Telephone No.: (707)445-7377 And available for inspection at: http://humboldt.gov/Bids.aspx	• USACE Nationwide Permit 3 • CDFW 1600 Long-Term Maintenance Agreement • RWQCB 5 Counties Road Management Waiver

Add to section 2-1.06C:

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County'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 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

contract time is due as a result of such suspension or delay, the contractor shall submit to the 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.

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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:

During the progress of the work under this Contract if the Additive Option is not awarded, the utility owner will relocate a utility shown in the following table within the corresponding number of working days shown. Notify the Engineer when the site is ready for utility work. After verifying the site is ready for utility work, the Engineer notifies the utility owner. The working days to relocate start on the notification date to the utility owner.

Utility Relocation and Department-Arranged Time for the Relocation

Utility	Location	Working days
Temporary 2" PVC Water Main	South of South Project Conform at Fire hydrant to North of North Project Conform at 4 water meters.	7 days (Includes time for BAC sample results)
Fire Hydrant (1)	~200FT South of Conform, Connect Temporary Bypass	
Water Meters (7)	Connect to Temporary Bypass at various locations	

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Location	Work Description	Working days
12" ACP Water Main	"D"0+50 to "D"2+50	Remove Existing 12" ACP; Install 12" C900	3
Water Valves	North and South of Project Conforms	Protect-in-place	0
Blow Off (2)	North and South of Project Conforms	Protect-in-place	0
Joint Utility Pole – AT&T and Optimum (1)	"D"1+30	Protect-in-place	0

Utility Contact Information	Phone Number
MCSD – James Henry	(707) 839-3251 (707) 496-2295 Cell
AT&T	811
Optimum	811

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 unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Replace the 4th paragraph in section 6-2.01 with:

QUALITY ASSURANCE

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The County may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

^^

8 PROSECUTION AND PROGRESS

Replace section 8-1.04B, paragraph 1&2:

BEGINNING OF WORK

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

Replace section 8-1.05, paragraph 2:

TIME OF COMPLETION

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

30 WORKING DAYS

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

Replace section 8-1.10A, paragraph 1:

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

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

Add to section 8-1.10A:

LIQUIDATED DAMAGES

The Contractor shall pay to the County of Humboldt the sum of **\$3,600** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

^^

9 PAYMENT

Replace section 9-1.17B:

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

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

FINAL PAYMENT AND CLAIMS

9-1.17D Final Payment and Claims

9-1.17D(1)

Sections 9-1.17D through 9-1.22 of the Standard Specifications shall be replaced with the following provisions as required by California Public Contract Code Section 9204 .

9-1.17D(2)

For purposes of this section:

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

3.4 The Department of Correction and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with section 7000) of Title 7 of Part 3 of the California Penal Code.

3.5 The Military Department as to any project under the jurisdiction of that department.

3.6 The Department of General Services as to all other projects.

3.7 The High-Speed Rail Authority.

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

9-1.17D(3)(a)

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

9-1.17D(3)(b)

The claimant shall furnish reasonable documentation to support the claim.

9-1.17D(3)(c)

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

9-1.17D(3)(d)

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

9-1.17D(4)(a)

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

9-1.17D(4)(b)

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall 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)

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

9-1.17D(6)

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

9-1.17D(7)

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity

Replace the last paragraph of section 12-4.01 with:

Notify the local authorities in writing of your intent to begin work at least 5 days before work is to start. Submit a copy of the notice and send it to the local authorities before commencement of construction. Cooperate with local authorities to handle traffic through the area and make arrangements to keep the working area clear of parked vehicles. The local authorities must consist of:

1. Humboldt County Sheriff Department - (707) 445-7251

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 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.**

Replace *Reserved* in section 12-4.02C(3)(l) with:

Comply with the requirements for the complete closure on a conventional highway shown in the following chart:

Chart No. 1 Complete Conventional Highway Closure Hours																									
County: Humboldt							Route/Direction: Dows Prairie Road							Post Mile: 2.68											
Closure limits: Dows Prairie Rd PM 2.64-2.72																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Legend:																									
C	Conventional highway may be closed completely.																								
	No complete conventional highway closure is allowed.																								
REMARKS: Chart to be used for construction of concrete pipe. Public notification required 2 weeks in advance of closure. Closure plan must be approved by the engineer. Cam Beach Road to Highway 101 to Little River Road to Crannell Road is the alternate route.																									

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

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.

^^

13 WATER POLLUTION CONTROL

Insert into section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area is 0.9 acres including stockpile and/or Contractor's staging area

^^

14 ENVIRONMENTAL STEWARDSHIP

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

1. Migratory Birds

Add to section 14-6.03B:

Contractor shall notify the County two weeks prior to start of clearing and grubbing activities.

The bird nesting season is from February 1st through August 31st. If vegetation removal or ground disturbance cannot be confined to work during the non-breeding season, the County will have a qualified biologist conduct preconstruction surveys within the vicinity of the impact area, to check for nesting activity of native birds and to evaluate the site for presence of raptors and special-status bird species. The biologist will conduct a preconstruction survey within the seven-day period prior to vegetation removal and ground-disturbing activities. If ground disturbance and vegetation removal work lapses for seven days or longer during the breeding season, a supplemental avian survey will be required before project work is reinitiated.

If an active nest is found, the biologist will determine the extent of an appropriate construction free buffer zone to be established around the nest and/or operational restrictions in consultation with CDFW. Buffer zones will be delineated with flagging and maintained until the nests have fledged or nesting activity has ceased.

Replace section 14-11.17 with:

14-11.17 ASBESTOS-CONTAINING MATERIALS IN STRUCTURES

14-11.17A General

Section 14-11.17 includes specifications for removing, managing, and disposing of an existing 12-inch-diameter Asbestos Cement (AC) pipe.

Asbestos-containing materials are present at the locations and in the concentrations shown in the following table:

Structure Component / Location	Material Type	Asbestos Concentration / Type	Friability Status
"D"0+50 to "D"2+50 Dows Prairie Rd	12" Asbestos Cement (AC) Water/Conduit Pipe	10% to 20% Chrysotile	Non-Friable (Category II)

14-11.17B Definitions

- **Asbestos-Containing Construction Material (ACCM):** Any manufactured construction material containing more than 0.1 percent asbestos by weight under [Cal/OSHA Title 8 CCR 1529](#).
- **Asbestos Cement (AC) Pipe:** A combination of cement and asbestos fibers, also referred to as Transite pipe, which is classified as a non-friable Category II material unless it becomes crushed, crumbled, or pulverized during handling.

14-11.17C Submittals

1. **Asbestos Compliance Plan:** Within 15 days of Contract approval, submit an Asbestos Compliance Plan prepared, signed, and sealed by a Certified Industrial Hygienist (CIH).
2. **Contractor Certifications:** Submit valid copies of the contractor's or subcontractor's DOSH Asbestos Registration and CSLB Asbestos Certification (ASB).
3. **Disposal Tracking:** Submit signed copies of Uniform Hazardous Waste Manifests or Non-Hazardous Asbestos Waste Shipment Records from the receiving disposal facility within 5 days of disposal.

14-11.17D Materials

Not Used.

14-11.17E Construction

14-11.17E(1) Regulatory Notifications

14-11.17E(1) Regulatory Notifications

The 200 linear feet of 12-inch AC pipe falls below the NCUAQMD 260-linear-foot NESHAP notification threshold for renovation projects. However, because the surface area exceeds 100 square feet, you must submit a **Cal/OSHA Temporary Workplace Notification** at least 24 hours prior to starting work. Provide a copy of this notification to the Resident Engineer before commencing excavation.

14-11.17E(2) Worker Health and Safety

Manage all AC pipe removal activities under Cal/OSHA Title 8 California Code of Regulations Section 1529. The prime contractor or subcontractor performing the removal must maintain a valid **Cal/OSHA DOSH Asbestos Registration**. Workers handling the pipe must be trained, monitored for exposure, and equipped with appropriate personal protective equipment (PPE).

14-11.17E(3) Removal and Handling Procedures

1. **Delineation:** Establish a regulated area using warning signs and perimeter barrier tape to prevent unauthorized access.
2. **Exposing the Pipe:** Excavate carefully around the 12-inch AC pipe using hand tools or mechanical equipment modified to prevent striking or damaging the pipe wall.
3. **Wetting:** Keep the pipe thoroughly saturated with water amended with a wetting agent prior to and during any cutting, uncoupling, or handling operations.
4. **Cutting Restrictions:** Mechanical fracturing, crushing, or saw-cutting with dry, high-speed abrasive blades is strictly prohibited. If cutting is necessary to extract the 200 linear feet, use manual snap-cutters, pressure cutters, or wet-saw methods that prevent the generation of airborne fibers.

5. **Intact Extraction:** Remove the pipe sections in intact, manageable lengths at the existing collar joints whenever possible to maintain its non-friable status.

14-11.17E(4) Containment and Packaging

1. Before removal from the trench, wrap the wet AC pipe segments in a minimum of two layers of 6-mil plastic sheeting.
2. Seal all seams and pipe ends airtight using heavy-duty duct tape.
3. Affix OSHA-compliant asbestos warning labels prominently to the exterior of each wrapped bundle.
4. Washing Station inside regulated area to clean tools. Respirators and coveralls (etc.) go into sealed bag labeled asbestos.

14-11.17E(5) Waste Transportation and Disposal

Transport wrapped AC pipe segments using a registered waste hauler. If maintained in an intact, non-friable state, dispose of all waste at a permitted **Class III municipal solid waste landfill** authorized by the Regional Water Quality Control Board to accept non-hazardous ACCM waste. If any segment of the pipe is rendered friable during extraction, it must be segregated and tracked using a Uniform Hazardous Waste Manifest for disposal at a DTSC-permitted hazardous waste landfill.

14-11.17F Payment

The Contract lump sum price paid for the Bid Item **Asbestos Compliance Plan** includes full compensation for planning, CIH oversight, and required air monitoring.

The Contract unit price paid per Linear Foot for the Bid Item **Remove 12" Asbestos Cement Pipe** includes full compensation for exposing, uncoupling, wet-cutting, wrapping, labeling, transporting, and paying landfill disposal fees for the 200 linear feet of pipe.

^^

DIVISION III EARTHWORK AND LANDSCAPE

19 EARTHWORK

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

Add to Section 21-2.02F:

Seed shall consist of the following native species or equivalent approved by Engineer:

Botanical Name (Common Name)	Percentage Purity (minimum)	Percentage Germination (minimum)	Lbs. Per Acre
Bromus Carinatus (California Brome)	95	95	35
Vulpia microstachys (Small Fescue or Three Weeks Fescue)	98	85	6
Trifolium wildenovii (Tomcat Clover)	98	80	4
Hordeum vulgare (Barley) or Triticum aestivum (Wheat)	95	90	80

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

Straw shall be verified weed free and applied at 2 ton/acre.

Install fiber rolls in accordance with Section 21-2.02P and 21-2.03P

Add after the 1st sentence in the 1st paragraph of section 21-2.02P:

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture.

^^

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Add to section 26-1.02B:

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

Add to section 26-1.04:

The payment quantity of aggregate base includes the volume of shoulder backing.

^^

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace Reserved in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-16.

The aggregate gradation for Type A HMA must be 1/2 inch.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Add to the beginning of section 39-2.02C:

Use a material transfer vehicle when placing Type A HMA if:

1. Quantity of HMA to be paved is greater than 1,000 tons.
2. Any of the following exists:
 - 2.1. Paving is allowed and the ambient air temperature is below 70 degrees F.
 - 2.2. Time from discharge to truck at the HMA plant until transfer to the paver's hopper is 90 minutes or greater.

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 ^a	$N_{\text{initial}} > 8.0$ $N_{\text{design}} = 4.0 (\pm 2.0\%)$ $(N_{\text{design}} = 5.0 \text{ for 1-inch aggregate})$ $N_{\text{max}} > 2.0$
Gyrations compaction (no. of gyrations)	AASHTO T 312	$N_{\text{initial}} = 8$ $N_{\text{design}} = 85.0$ $N_{\text{max}} = 130$
Voids in mineral aggregate (min, %) ^b 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) ^c	10,000 15,000 20,000 25,000

^aCalculate 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.

^bMeasure bulk specific gravity using AASHTO T 275, Method A.

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

^aThe 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.

^bThe 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.

^^

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Replace Reserved in Section 77 with:

77-1 WATERLINE SYSTEM

77-1.01 GENERAL

77-1.01A Summary

Section 77-1 includes specifications for removing existing water main, constructing new water main, and installing a temporary waterline system as specified in the McKinleyville Community Services District Water and Sewer Design and Construction Standards (District), American Water Works Association (AWWA) and these Special Provisions.

The work includes:

1. Install Temporary Waterline – 2” HDPE either Fused or Mechanical Joint.
2. Remove existing 12” ACP Water Main
3. Install 12" Polyvinyl Chloride (C900)

77-1.01B Site Conditions

Connect the new water system to the existing pipelines as shown. Connections of the new pipeline to the existing pipeline must be completed within 8 hours of system shutdown unless otherwise approved by the Engineer and the District. All equipment, materials, tools and labor necessary to complete the connections must be on-site before the shutdowns. Conditions should be verified with the County Encroachment Officer and/or Construction Engineer.

77-1.01C Submittals

77-1.01C(1) General

Submit a work plan describing equipment, labor, and material required to accomplish the work within the permitted time frame.

At least 20 days before the start of work, submit a complete list of materials with manufacturer and model number.

77-1.01C(2) Shop Drawings

Submit shop drawings, catalogs, and engineering data for the water system. Submit the manufacturer's certified working drawings covering the design, manufacture and fabrication of pipe, fittings, special fittings, joint details, restraint systems and lengths, and other information for the water system and accessories that show the items conform to the requirements herein.

- Ford FC2W Ultra-Flex Coupling 12"
- C900 12"

Show pipeline stations on centerline of pipe. Include in the working drawings detailed engineering layout sheets showing by pipe marking number the order in which the various pieces of the pipe are to be assembled during construction and such other information as may be required by the Engineer to determine compliance with these special provisions.

77-1.01C(4) Certificates of Compliance

Furnish certificates of compliance for all materials, including pipe, coatings, and linings, where applicable, for the water system that show the items conforms to the District standards, including the Standard Specifications and the Standard Drawings referenced.

77-1.01C(5) Notifications

Notify the District and the Engineer at least 15 working days before the intended shutdowns. Keep the duration of shutdowns to a minimum and in no case must the shutdowns be more than 8 hours each. While the existing pipeline is shut down the connection work shall be performed without interruption. The signed authorization is required before each shutdown.

Notify the Engineer of any conflicts at least 10 working days before installation of the water main.

The District will operate all valves. Provide notice to the District at least 5 working days for required valve operations.

The new water main and temporary bypass waterline shall be pressure tested, disinfected and pass BAC sample testing before the connection to the existing facilities is made.

Notify the Engineer at least 72 hours before each of the dates proposed to make connections to existing facilities.

77-1.01D Quality Control and Assurance

77-1.01D(1) Chlorination and Flushing of Pipes

Disinfection/Chlorination and Flushing of Pipes must comply with Section 3, Part 32 of the District Standards. Before system is connected to Distribution Network, District forces will take water samples until two consecutive samples are negative for Coliform. Chlorinated water is property of the Contractor.

77-1.01D(2) Hydrostatic Testing of Pipes

Hydrostatic Testing of Pipes must comply with the requirements in Section 3, Part 31 of the District Standards.

77-1.02 MATERIALS

77-1.02A Piping

All PVC piping and its appurtenance material must comply with the requirements in Section 3, Part 2 and 4 of the District Standards.

All HDPE pipe construction must comply with manufacturer's requirements.

77-1.02B Fittings

All fittings for water pipe installation must comply with the requirements in Section, Part 6 of the District Standards.

77-1.03 CONSTRUCTION

77-1.03A Trench Excavation and Backfill

Trench Excavation and Backfill must comply with the requirements in Section 3, Part 26 of the District Standards.

77-1.03B Pipe Installation

Installation of pipe must comply with the requirements in Section 3, Part 25, 27, 28, 31, and 34 of the District Standards.

77-1.03C Chlorination of Pipeline

Chlorinate and flushing of the pipe must comply with the requirements in Section 3, Part 32 of the District Standards. Before system is connected to Distribution Network, District forces will take water samples until two consecutive samples are negative for Coliform. Following chlorination, all treated water becomes property of the Contractor and must be transported and disposed of in conformance with state and federal regulations and PLACs.

Install temporary blow-off valves at each end of both the permanent and bypass pipelines. Show locations on shop drawing submittal. Blow-off valve must comply with District Standard Drawing WS-115 or as approved by the Engineer.

77-1.03D Restraining Piping

Pipe restraints using mechanical restraints must comply with the requirements in Section 3, Part 24 of the District Standards. Include restraint lengths in the Shop Drawing Submittal.

77-1.03E Connections to Existing Pipe

Water tie ins must comply with the requirements in Section 3, Part 33 of the District Standards.

Expose existing piping to which connections are to be made with sufficient time to permit, where necessary, field adjustments in line, grade, or fittings.

Make connections to existing piping and valves after sections of new piping to be connected have been tested and found satisfactory.

Provide sleeves, flanges, nipples, couplings, adapters, and other fittings needed to install or attach new fittings to existing piping and to make connections to existing piping.

77-1.04 PAYMENT

The lump sum contract price for Temporary Bypass for 12" ACP Water Main shall include full compensation for all the labor, tools, equipment, and incidentals as necessary for furnishing and installing the 2" HDPE temporary bypass and connections, and removal of temporary bypass.

The linear feet contract price for Remove 12" Asbestos Cement pipe includes removal and disposal of existing 12" ACP water main per Section 14-11.17.

The linear feet contract price for Install 12" Polyvinyl Chloride (C900) Water Main, includes 12" PVC C900 water main complete in place, including excavation and backfill, fittings, valves, mechanical restraints, appurtenances, disinfection & testing, chlorination and flushing, connecting to the existing water main as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

^^

PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR

EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220)
PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029

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)
EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029

BASE BID

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	120090	Construction Area Signs	EA	8		
2	120100	Traffic Control system	LS	1		
3	120120	Type III Barricade	EA	4		
4	130100	Job Site Management	LS	1		
5	130200	Prepare Water Pollution Control Program	LS	1		
6	131201	Temporary Creek Diversion Systems	LS	1		
7	140003	Asbestos Compliance Plan	LS	1		
8	160102	Clearing and Grubbing	LS	1		
9	190101	Roadway Excavation	CY	148		
10	192025	F Structure Excavation (Culvert)	CY	1,470		
11	193004	F Structure Backfill (Culvert)	CY	148		
12	198050	Embankment	CY	1,257		
13	210212	Dry Seed	SF	2,640		
14	210280	Rolled Erosion Control Product (Blanket)	SF	2,640		
15	210420	Straw	SF	1,320		
16	260301	Class 2 Aggregate Base	CY	285		
17	390132	Hot Mix Asphalt (Type A)	TON	103		
18	650042	P 60" Reinforced Concrete Pipe	LF	90		
19	710130	Remove Culvert	EA	1		
20	723050	Rock Slope Protection (Class V, 1/4 Ton, Method B)	CY	20		
21	770001	Remove 12" Asbestos Cement Pipe	LF	200		
22	770002	Install 12" Polyvinyl Chloride (C900) Water Main	LF	200		
23	999990	Mobilization	LS	1		

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

BASE BID TOTAL

ADDITIVE OPTION

A1	770000	Temporary Bypass for 12" ACP Water Main	LS	1		
----	--------	---	----	---	--	--

BASE BID + 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

EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029

for which bids are to be opened on **TUESDAY, AUGUST 4, 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

(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.

DOT DES-OE-0102.14 (NEW 09/2023)

CONTRACT NO.	BIDDING FIRM
--------------	--------------

☐ Check here if all fleets used to perform work are not subject to 13 CCR § 2449 *et seq.* Submit the blank form as part of the bid.

[illegible]

LIST OF SUBCONTRACTORS
EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029

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:

**EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD
(4M220) PM 2.68
PROJECT NO.: 2026 MEASURE O
CONTRACT NO.: 342029**

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

Section 2 - CONTRACT PRICE

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

Section 3 - CONTRACT DOCUMENTS

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

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

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

- Standard Plans - dated 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:

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

COUNTY OF HUMBOLDT

(SEAL) BY _____
Director of Public Works
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:

EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68

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:

EMERGENCY CULVERT REPAIR DOWS PRAIRIE ROAD (4M220) PM 2.68

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