COUNTY OF SISKIYOU

DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

FOR CONSTRUCTION OF A ROAD REHABILITATION PROJECT

IN SISKIYOU COUNTY NORTH OF WEED FROM MILE POST 0.00 ALONG JACKSON RANCH ROAD CO. RD. #4L08, TO THE INTERSECTION OF BIG SPRINGS ROAD.

PROJECT LENGTH 5.017 MILES,

RPL-5902(087)

Under

***Bid* book dated April 24th, 2026** | ***Standard Specifications* dated 2025**

Project plans approved April 24th, 2026 | ***Standard Plans* dated 2025**

Identified by

COUNTY CONTRACT NO: 26-06

BIDS OPEN: November 11th, 2026 at 10:00 AM

INFORMATION ONLY

Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed

$1,500.00.

The Franchise Tax Board has the authority to reduce or waive withholding if the contractor meets certain criteria (such as having a history of filing California returns and/or making estimated payments when due). For more information contact:

Franchise Tax Board

Withhold at Source Unit

Attn: Nonresident Withholding Waiver

P. O. Box 651

Sacramento, CA 95812-9651

Telephone: (916) 845-4900 Fax: (916) 845-4831

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request and notify the County.

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SPECIAL NOTICES

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- The flagging and temporary traffic control requirements have been revised. See sections 7-1.04, and 12.

- See section 6-1.08 for the requirements for environmental product declarations for hot mix asphalt and concrete materials and products.

COUNTY CONTRACT NO. 26-06

The special provisions contained herein have been prepared by or under the direction of the following Registered Engineer.

TERRY E. SMITH, P.E.

REGISTERED ENGINEER

APRIL 24TH, 2026

DATE

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STANDARD PLANS LIST

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**
A24D	**Pavement Markings - Words**

EXCAVATION AND BACKFILL

A62A	**Excavation and Backfill - Miscellaneous Details**

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	**Object Markers**
A73B	**Markers**
A73C	**Delineators, Channelizers and Barricades**

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	**Temporary Crash Cushion - Sand Filled (Unidirectional)**
T1A1	**Temporary Crash Cushion - Sand Filled (Unidirectional)**
T1B	**Temporary Crash Cushion - Sand Filled (Bidirectional)**
T2	**Temporary Crash Cushion - Sand Filled (Shoulder Installations)**
T3A	**Temporary Railing (Type K)**
T3B	**Temporary Railing (Type K)**

TEMPORARY TRAFFIC CONTROL SYSTEMS

T13	**Traffic Control System with Reversible Control on Two Lane Conventional Highways**

TEMPORARY WATER POLLUTION CONTROL

T51	**Temporary Water Pollution Control Details (Temporary Silt Fence)**
T52	**Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)**
T53	**Temporary Water Pollution Control Details (Temporary Cover)**
T54	**Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)**
T55	**Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)**
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**

ELECTRICAL SYSTEMS - DETECTORS

ES-5A	**Electrical Systems (Loop Detectors)**
ES-5B	**Electrical Systems (Detectors)**
ES-5D	**Electrical Systems (Curb and Shoulder Termination, Trench, and Handhole Details)**

DEFINITIONS AND TERMS

As used herein, unless the context otherwise requires, the following terms have the following meanings:

Department. The Department of public Works of the County of Siskiyou unless otherwise noted.

Department of Transportation. The Department of Public Works of the County of Siskiyou unless otherwise noted.

Director of Transportation. The Board of Supervisors of the County of Siskiyou.

Engineer. The County Engineer of the County of Siskiyou acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory. The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the County Engineer to test materials and work involved in the contract.

Office Engineer. The County Engineer of the County of Siskiyou acting directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them.

State. The County of Siskiyou unless otherwise noted.

Standard Specifications. The 2025 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State Agency, office, or officer shall be interpreted to refer to the County of Siskiyou or its corresponding agency, office, or officer acting under this contract.

NOTICE TO BIDDERS

Siskiyou County Public Works Is Soliciting Bids for the Following Work:
Bids open @ November 11th, 2026
Dated: April 24th, 2026
General work description:
Work will include pulverization of existing asphalt concrete and aggregate base, grading to establish design crown and superelevation, re-compaction, placement of 0.30 foot of Type A Hot Mix Asphalt Concrete in a two (2) lifts at a width of 24 feet, conforming to existing widening and road connections, placement of shoulder backing, installation of traffic inductive loop detectors (2), and installation of traffic stripes and markings. Mile Post 0.00 thru 0.97 will also include cement additive due to low R-Values.

The Department will receive sealed bids for: JACKSON RANCH ROAD REHABILITATION PROJECT, RPL-5902(087)
District-County-Route-Post Mile: 02-S, Jackson Ranch Road, Post Mile 0.00 to Post Mile 5.017.

Contract No. 26-06

The Contractor must have a Class A license.
This is a **Non-Informal**, **Non-Federal Aid Contract**
This project is off the National Highway System (NHS).
Bids must be based on a unit price basis.
Work must be completed within **eighty (80) working days**.
The estimated cost of the project is **$3.4 million.**
No mandatory pre-bid meeting is scheduled for this project.

The Department will receive bids until 10:00 a.m. on the bid opening date at Siskiyou County, Department of Public Works 1312 Fairlane Road, Suite 3, Yreka CA 96097. Bids received after this time will not be accepted.
The Department will open and publicly read the bids at the above location immediately after the specified closing time.
The County office address is: 1312 Fairlane Road, Suite 3, Yreka CA 96097
Bidders may ask the Department questions and obtain plans at:
1312 Fairlane Road, Suite 3, Yreka CA 96097
Alternatively, bidder may contact Terry Smith, with the Siskiyou County Department of Public Works at (530) 842-8250
The Department posts responses to the questions, plan holders list, and addendums at the following district project website: https://www.co.siskiyou.ca.us/publicworks/page/public-works-projects
Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the Department does not consider these questions as bid protests.
Submit your bid with bidder's security equal to at least 10 percent of the total bid.
Small Business and Disabled Veteran Business Enterprise bid preferences do not apply to this Contract. No bid adjustments or evaluation preferences related to such programs will be used in determining the award.

Prevailing wages are required on this contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain wage rates at the DIR Web site, https://www.dir.ca.gov/oprl/dprewagedetermination.htm, or from the Department's Labor Compliance Office of the district in which the work is located.

The Department has made available Notices of Suspension and proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to https://www.dir.ca.gov/dlse/debar.html. Federally excluded parties are listed at the following Web site https://sam.gov/exclusions-new.

Siskiyou County and the Construction Industry are committed to making partnering the way we do business. For more information go to https://dot.ca.gov/programs/construction/partnering

SPECIAL PROVISIONS
ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS
1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section

Wherever, in the special provisions and standard specifications, the words State of California, or State are used, they shall be understood to mean – The County of Siskiyou, located in California; also sometimes referred to as “County”. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County or its corresponding agency, office or officer acting under this contract.

Wherever, in the special provisions and standard specifications, the words requirements, conditions, provisions and laws that are applicable to the State of California rather than the County of Siskiyou – Said references shall be construed as references to any corresponding requirements, conditions, provisions and laws which are applicable to the County of Siskiyou.

Replace section 1-1.08 with:

The Department’s office address is 1312 Fairlane Road, Suite 3, Yreka, CA 96097.

Add to section 1-1.09:

This project is in a freeze-thaw area.

Replace the second sentence of section 1-1.10 with:

The project's pavement climate region is High Desert.

Replace section 1-1.12 with:

Make checks and bonds payable to Siskiyou County.

^^

2 BIDDING

Replace section 2-1.06A with:

The *Bid* book includes bid forms and certifications.

The *Notice to Bidders* and *Special Provisions* includes the *Notice to Bidders* and special provisions.

The *Bid* book, including *Bid* book forms, *Notice to Bidders*, and *Special Provisions*, *Project Plans*, and any addenda to these documents may be obtained at the following address: 1312 Fairlane Road, Suite 3, Yreka CA 96097

Contact: Terry Smith 530-842-8250

The *Standard Specifications* and *Standard Plans* may be viewed at the Department's Office of Construction Contract Standards website and may be purchased at the Publication Distribution Unit.

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
Included in the *Information Handout*	
Available as specified in the *Standard Specifications*	
Included with the project plans	
Available for inspection at the Transportation Laboratory	
Available for inspection at the District Office Telephone no.: _____	
Available for inspection at: 1312 Fairlane Road, Suite 3 Yreka, Ca. 96097 Telephone no.: 530-842-8250	As-Built Construction Plans, Traffic Count / Speed Survey, PEI Roadway Coring and Structural Section Summary, PEI Full Depth Reclamation - Cement Stabilized Mix Design, .
Available for inspection at: http://www.dot.ca.gov/_____	

Replace the 3rd and 4th paragraphs of section 2-1.06B with:

If an *Informational Handout* is available, you may request a copy or view it at the following address: 1312 Fairlane Road, Suite 3, Yreka CA 96097.

Replace section 2-1.24 with:

Not used in this Contract.

Replace section 2-1.27 with:

Not used in this Contract.

Replace section 2-1.33A with:

Complete the forms in the *Bid* book. Submit the forms with your bid.

Replace section 1-1.12 with:

Make checks and bonds payable to Siskiyou County.

^^

2 BIDDING

Replace section 2-1.06A with:

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Replace section 2-1.24 with:

Not used in this Contract.

Replace section 2-1.27 with:

Not used in this Contract.

Replace section 2-1.33A with:

Complete the forms in the *Bid* book. Submit the forms with your bid.

Use the forms provided by the Department except as otherwise specified for a bidder's bond.

Do not fax forms except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (530) 842-8288

Failure to submit the forms and information as specified may result in a nonresponsive bid.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Submit your bid and any *Bid* book forms after you submit your bid:

1.) Under sealed cover
2.) Marked as a bid
3.) Identifying the contract number and the bid opening date

Electronic bids will not be accepted.

Delete item 5, of the 1st paragraph of section 2-1.34:

Replace the 2rd and 3rd paragraph of section 2-1.34 with:

Submit cash, cashier's check, certified check, or bidder's bond to the Department before the bid opening time.

Electronic bidder's bonds will not be accepted.

Replace the 2nd paragraph of section 2-1.40 with:

A bidder may withdraw or revise a bid after it has been submitted if this is done before the bid opening time and date.

^^

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.02A with:

3-1.02A General (Modified for Base and Additive Schedules)

Bid evaluation and award will not include any small business or Disabled Veteran Business Enterprise bid preference or adjustment.

For this Contract, bids shall consist of a Base Bid Schedule A and an Additive Bid Schedule B. For purposes of bid comparison, the Department will initially evaluate bids based solely on the total of the Base Bid Schedule A to determine the apparent low bidder.

The apparent low bid determination based on the Base Bid Schedule is for preliminary evaluation purposes only and does not constitute the basis for final award if the Department elects to include the Additive Bid Schedule in the Contract award.

If the Department determines that sufficient funding is available, the Department may, in its sole discretion, include the Additive Bid Schedule B, in whole or in part, in the award of the Contract. When the Additive Bid Schedule is included in the award, bids will be evaluated and compared based on the total combined amount of the Base Bid Schedule A plus the Additive Bid Schedule B.

The Department will award the Contract to the responsible bidder submitting the lowest responsive bid based on the applicable award determination described above.

The Additive Bid Schedule is an optional scope of work and may be awarded or not awarded, in whole or in part, solely at the discretion of the Department and subject to available funding.

Replace section 3-1.02B with:

3-1.02B Tied Bids (Modified for Base and Additive Schedules)

If two or more responsible bidders submit identical evaluated bid totals for the applicable award determination, whether based on the Base Bid Schedule A alone or the combined Base Bid Schedule and Additive Bid Schedule (Schedule A & Schedule B), the tie shall be broken by a coin toss conducted by the COUNTY in the presence of witnesses.

The results of the tie-breaking procedure shall be final.

Replace the 4th paragraph of section 3-1.04 with:

You may request to extend the award period by faxing a request to (530) 842-8288 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1.) Your bid becomes invalid
2.) You are not eligible for the award of the contract

^^

5 CONTROL OF WORK

Add to the end of section 5-1.13A:

No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Method 2 and 3 described in Section 1.D, *Prompt Payment of Withheld Funds to Subcontractors*, of Exhibit 12-G *Required Federal-Aid Contract Language*, does not apply to this contract.

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:

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

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.

Replace section 5-1.24A with:

5-1.24A General

The Department furnishes control monuments as shown in the Survey Control table on sheet 6 of 6, of the Project Plans, stakes centerline stationing every five hundred feet, and marks the cross slope transitions. The Contractor is responsible for establishing and staking intermediate grade control necessary for the completion of the *Shape and Recompact Roadbed* bid item. Full compensation for establishing and staking intermediate grade stakes is provided in the *Shape and Recompact Roadbed* bid item.

^^

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

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) a 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

6-1.03B(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 of the analytical testing described in the local material plan 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 and the material has met the following criteria:

1. Has a pH above 5.0.
2. Does not contain soluble lead in concentrations equal to or greater than 5 mg/L as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II.
3. Does not contain lead in concentrations above 80 mg/kg total lead.
4. Is not contaminated with the other constituents of concern identified in the local material plan in average concentration (95 percent upper confidence limit) in excess of these constituents' respective San Francisco Bay RWQCB commercial/industrial environmental screening levels ESLs, except for arsenic.
5. Does not exceed the maximum allowed concentration limit table listed in Section 6-1.03B(4).

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 and 95 percent upper confidence limits to hazardous waste concentration thresholds and the applicable San Francisco Bay RWQCB environmental screening levels (ESLs) given in direct exposure human health risk levels (Table S-1), commercial/industrial: Shallow soil exposure, under Summary of Soil ESLs tables (2019 Rev 2). The Summary of Soil ESLs tables (2019 Rev 2) can be obtained by sending an email to ESLs.ESLs@waterboards.ca.gov with "Request for ESL Documents" in the subject line.

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a 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 (1) a 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.

Statistically analyze the samples' laboratory results using the US EPA's ProUCL software to define 95 percent upper confidence limit for the various contaminants of concern. 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 not contaminated with local material plan-identified constituents of concern at average concentrations (95 percent upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs, except for arsenic.
5. Does not contain any of the following compounds, chemicals, or elements at an estimated average concentration (95 percent upper confidence limit) above the maximum allowed concentration defined in the following table:

Compound/Chemical	Maximum allowed concentration (mg/kg)
Arsenic	11
Barium	1500
Benzene	1
Beryllium	10
Cadmium	10
Chromium (total)	1000
Cobalt	100
Diesel	150
Ethylbenzene	10
Gasoline	500
Mercury	10
Motor oil	500
Nickel	150
Selenium	10
Toluene	10
Trichloroethene	1
Vanadium	200
Xylenes	10
Zinc	600

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 materials.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Not Used

6-1.04B Crumb Rubber (Pub Res Code §42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02M(2) of the RSS:

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234.

Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Furnish a pickup truck and driver for the sole purpose of fire control during working hours. The truck must be equipped with:

1. 10 shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
2. 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

In addition to being available at the site of the work, the truck and operator must patrol the area of construction from noon until at least 1/2 hour after job site activities have ended. If the fire danger rating is "very high" or "extreme" or "fire weather watches" or "red flag warning" is issued, the truck and operator must patrol the area of construction while work is being done and for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is "very high" or "extreme." This information will be furnished to the Engineer who will notify you for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, you must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non–working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Delete the last sentence of the 7th paragraph of section 7-1.04:

^^^

8 PROSECUTION AND PROGRESS

Replace the row for *DBE and DVBE* in the table in the 2nd paragraph of section 8-1.03 with:

DVBE	Final utilization reports

Replace the row for *Schedule* in the table in the 2nd paragraph of section 8-1.03 with:

Schedule	Baseline schedule and weekly statement of working days report

Replace the 2nd paragraph of section 8-1.05 with:

Complete the work within 80 working days.

Replace the 4th and 5th paragraphs of section 8-1.05 with:

The Engineer issues a weekly statement of working days report by the end of the following week. If you disagree with a weekly statement of working days report, submit an RFI within 5 business days of receipt of the report.

The weekly statement of working days report shows:

1. Working days and non–working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

Delete the 6th paragraph of section 8-1.05.

Add to the end of section 8-1.10C:

Upon commencement of construction activities which disturb the existing asphalt roadway surfacing, all placement of associated Hot Mix Asphalt along that portion of roadway shall be complete by Oct. 10th of that same year. Liquidated damages for this work part are $500 per day.

^^^

9 PAYMENT

Replace the 1st paragraph of section 9-1.11D with:

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the weekly statement of working days report.

^^^

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

12 TEMPORARY TRAFFIC CONTROL

Add to the beginning of section 12-3.32C:

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure
3. Connector closure
4. Shoulder closure
5. Speed reduction zone

For 5 days starting on the day of signal activation, place 1 PCMS in each direction of travel and display the following message in all caps: *Signal Ahead -- Prepare To Stop*.

Add between the 9th and 10th paragraphs of section 12-3.32C:

Start displaying the message on the sign 60 minutes before closing the lane or shoulder or when directed by the Engineer.

Replace section 12-3.36 with:

12-3.36 PORTABLE TRANSVERSE RUMBLE STRIPS

12-3.36A General

12-3.36A(1) Summary

Section 12-3.36 includes specifications for providing portable transverse rumble strips.

12-3.36A(2) Definitions

Not Used

12-3.36A(3) Submittals

Submit a copy of the manufacturer's instructions as an informational submittal before using portable transverse rumble strips.

12-3.36A(4) Quality Assurance

Not Used

12-3.36B Materials

Portable transverse rumble strips must:

1. Be on the Authorized Material List for signing and delineation materials
2. Be rated for ambient temperatures from 0 to 150 degrees F
3. Have a minimum weight of 75 pounds and withstand vehicles up to 80,000 pounds with minimal movement
4. Not degrade due to weather or traffic conditions
5. Have a non-slip textured surface
6. Have a drainage design that efficiently removes liquid without displacing the unit
7. Be black or orange in color

12-3.36C Construction

Install portable transverse rumble strips under the manufacturer's installation instructions.

Before installation of portable transverse rumble strips, the roadway must be cleaned and free of dust, sand, and other materials that may cause slippage. Place each portable transverse rumble strip on a uniform paved surface free of defects, including potholes, excessive rutting, separated transverse joints, and utility structures.

Portable transverse rumble strips, whether comprised of one segment or interlocking segments, must extend to the full lane width, and be configured in accordance with the manufacturer’s recommendations. Use 2 arrays where each array consists of 3 rumble strips.

Portable transverse rumble strips must not be placed at any of the following locations:

1. On sharp horizontal curves
2. On vertical curves
3. Through pedestrian crossings

Portable transverse rumble strips are not required if:

1. Duration of work in a work zone is 4 hours or less

2. Posted speed limit is below 45 mph
3. Work is of emergency nature
4. Work zone is in snow or icy weather conditions

Portable transverse rumble strips must be installed without adhesive or bolts.

When a portable transverse rumble strip consists of multiple sections, connect sections under the manufacturer's instructions before placing them in the traffic lane.

If a portable transverse rumble strip is displaced out of alignment or skewed by more than 6 inches, as measured from one end to the other, immediately readjust position to original location.

Portable transverse rumble strips that no longer provide audible or vibratory alerts must be replaced immediately.

12-3.36D Payment

Not Used

Add between the 4th and 5th paragraphs of section 12-4.02C(1):

Not more than 1 stationary closure is allowed per direction of travel at one time. Concurrent stationary closures must be more than 5 miles apart. Closure spacing is the distance between the last cone of the upstream closure and the temporary sign (W20-1) of the downstream closure. The number of lanes open in the upstream closures must be less than or equal to the number of lanes open in the downstream closures. For multiple closures in each direction of travel, pick up the downstream closures first.

Add to the end of section 12-4.02C(1)

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

^^

DIVISION IV SUBBASES AND BASES

30 RECYCLED PAVEMENT

Add to section 30-2.01C:

The 2nd sentence of the 4th paragraph of section 30-1.01C(1) does not apply.

Replace *Reserved* in section 30-2.03A with:

The length of roadway allowed to be pulverized each day shall be no more than can be graded and compacted sufficiently for safe passage of traffic. The roadbed shall be pulverized so that at the end of each workday;

1.) Lanes are pulverized across their full width and to the specified depth.
2.) The distance between the ends of the adjacent pulverized lanes does not exceed 10 feet.

Replace *Reserved* in section 30-2.03D with:

The pulverized roadbed shall be graded to conform to the grading plane identified on the *Typical Section* shown on Sheet 2 of 6, of the Project Plans. The grading plane shall extend across the full width of the roadway, including the shoulders. Cross slope corrections shall be made by shaping and grading the pulverized material to achieve the cross slopes provided by the Engineer. Any spoils generated from the grading operation shall be re-incorporated into the roadbed to balance the quantities. The final graded profile along centerline shall not vary from the existing paved roadway profile by more than 0.10' in any location. Adjustments to the existing profile grade shall be transitioned across 200 LF of roadway in either direction of the adjustment. The Engineer will mark the super elevation transitions and cross slopes stations.

Replace section 30-2.04 with:

30-2.04 PAYMENT

Full compensation for establishing and staking intermediate grade control, grading, shaping, performing slope corrections, and re-compacting the roadbed shall be provided for in the "Shape and Recompact Roadbed" Item. *Shape and Recompact Roadbed* will be measured by the square yard of completed roadway.

^^

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Replace the table in the 3rd paragraph of section 39-2.01C(3)(f) with:

Tack Coat Application Rates for HMA

HMA over:	Minimum residual rates (gal/sq yd)	
	CRS2 and CQS1 asphaltic emulsion	Asphalt binder and PMCRS2 asphaltic emulsion
New HMA (between layers)	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.04	0.03
Planed pavement	0.06	0.04

Add to section 39-2.02A(1):

Do not place Type A HMA on the traveled way from November 1 to May 1.

Add to the table in the 1st paragraph of section 39-2.02A(4)(b)(ii):

Coarse durability index[e], D_c	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index, D_f	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Sodium sulfate soundness (max loss @ 5 cycles, %)[f]	AASHTO T 104	1 per project

[e]Perform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[f]Perform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Add to the table in the 1st paragraph of section 39-2.02A(4)(b)(ii):

Coarse durability index, D_c	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index, D_f	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater

Add to the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e):

Coarse durability index, D_c (min)	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50

Replace *40* in the row for *Los Angeles Rattler* in the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e) with:

25

Add to the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e):

Coarse durability index, D_c (min)[e]	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %)[f]	AASHTO T 104	25

[e]Perform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[f]Perform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Delete the row for *For RAP substitution equal to or less than 15%* of the RSS for the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e).

Delete the row for *For RAP substitution greater than 15%* of the RSS for the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e).

Replace the RSS for the row for *Moisture susceptibility (min, psi, wet strength)* in the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e) with:

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283[i]	80

Add to the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e):

Surface abrasion loss (max, g/cm^2)	California Test 360	0.4

Delete the row for *For RAP substitution equal to or less than 15%* of the RSS for the table in the 1st paragraph of section 39-2.02B(2).

Delete the row for *For RAP substitution greater than 15%* of the RSS for the table in the 1st paragraph of section 39-2.02B(2).

Replace the row for *Moisture susceptibility, wet strength* in the table in the 1st paragraph of section 39-2.02B(2) with:

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283[c,d]	80

Add to the table in the 1st paragraph of section 39-2.02B(2):

Surface abrasion loss (max, g/cm^2)	California Test 360	0.4

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

The grade of asphalt binder for Type A HMA must be PG 64-28, or as approved by the Engineer.

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.

Replace *40* in the row for *Los Angeles Rattler* in the table in the paragraph of section 39-2.02B(4)(a) with:

25

Add to the table in the paragraph of section 39-2.02B(4)(a):

Coarse durability index, D_c (min)[c]	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %)[d]	AASHTO T 104	25

[c]Perform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[d]Perform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Add to the beginning of section 39-2.02C:

Use a material transfer vehicle when placing Type A HMA

Replace the first sentence of section 39-2.02C with:

Place Type A HMA in two (2) lifts as per the *Typical Section* shown of Sheet 2 of 6, of the Project Plans.

^^

COUNTY OF SISKIYOU DEPARTMENT OF

PUBLIC WORKS

SAMPLE PROPOSAL AND CONTRACT

FOR CONSTRUCTION OF A ROAD REHABILITATION PROJECT

IN SISKIYOU COUNTY, ALONG A PORTION OF JACKSON RANCH ROAD CO. RD. #4L08 FROM MILE POST 0.00 TO BIG SPRINGS ROAD

PROJECT LENGTH 5.017 MILES,

RPL-5902(087)

For use in Connection with Standard Specifications and Standard Plans Dated 2025, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Contract No. 26-06

PROJECT No. RPL 5902-(087)

Bid Opening Date: NOVEMBER 11TH, 2026 @ 10:00a.m.

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

(DO NOT DETACH)

PROPOSAL TO THE COUNTY OF SISKIYOU

DEPARTMENT OF PUBLIC WORKS CONTRACT

NO. 26-06

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates, the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance 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 on the date the work is accomplished.

The special provisions for the work to be done are dated April 24th, 2026 and are entitled:

SPECIAL PROVISIONS

FOR CONSTRUCTION OF A ROAD REHABILITATION PROJECT

IN SISKIYOU COUNTY, ALONG A PORTION OF JACKSON RANCH ROAD CO. RD. #4L08 FROM MILE POST 0.00 TO BIG SPRINGS ROAD

PROJECT LENGTH 5.017 MILES,

RPL-5902(087)

The project plans for the work to be done were approved April 24th, 2026 and are entitled;

SISKIYOU COUNTY DEPARTMENT OF PUBLIC WORKS, PLANS FOR THE REHABILITATION OF A PORTION OF JACKSON RANCH ROAD FROM MILE POST 0.00 TO BIG SPRINGS ROAD CO. RD. #4L08, PROJECT LENGTH 5.017 MILES, RPL-5902(087)

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.

Bids shall be submitted in two (2) schedules consisting of (i) a Base Bid Schedule and (ii) an Additive Bid Schedule, as identified in the bid proposal forms.

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 percentage wise the unit price or item total in the COUNTY OF SISKIYOU's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid maybe deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid maybe 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.

For purposes of bid comparison, the apparent low bidder shall initially be determined based solely on the total of the Base Bid Schedule A. This Base Bid determination is for initial evaluation purposes only and does not constitute final award selection.

If the COUNTY determines that sufficient funding is available, the COUNTY may, in its sole discretion, evaluate the Additive Bid Schedule B in combination with the Base Bid Schedule A for purposes of determining the lowest responsive total bid. In such case, award may be based on the lowest total combined amount of the Base Bid Schedule plus the Additive Bid Schedule among responsive bidders when the COUNTY elects to award the Base Bid and Additive Bid as a combined scope of work.

The Additive Bid Schedule B shall be considered an optional scope of work and shall only be awarded if funding is available and if the COUNTY determines that award of such work is in the best interest of the COUNTY. The COUNTY reserves the right to award the Base Bid Schedule only, or to award the Base Bid Schedule together with the Additive Bid Schedule based on lowest combined bid evaluation when applicable.

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 SISKIYOU*, and that discretion will be exercised in the manner deemed by the *COUNTY OF SISKIYOU* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF SISKIYOU* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF SISKIYOU*, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF SISKIYOU* that the contract has been awarded, the *COUNTY OF SISKIYOU* may, at its option, determine that the bidder has abandoned the contract, and there upon 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 SISKIYOU*.

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 there in referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the *COUNTY OF SISKIYOU*, 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 therefore the following prices, to wit:

CONTRACTOR'S BID ITEM SHEET

SISKIYOU COUNTY DEPARTMENT OF PUBLIC WORKS

JACKSON RANCH ROAD STA. 10+00 TO 274+92 Contract No. 26-06

Additive Bid Schedule B Sta. 10+00 thru 61+20

No.	Description	Quantity	Unit	Unit Cost	Amount
1	Prepare Progress Schedule (Level 2 Critical Path Method)	1	LS		
2	Job Site Management	1	LS		
3	Prepare Water Pollution Control Plan	1	LS		
4	Develop Water Supply	1	LS		
5	Traffic Control System	1	LS		
6	Pulverize Roadbed 10+00-61+20	14,355	SQYD		
7	Furnish & Place Portland Cement	115	TON		
8	Pulveize Roadbed w/ Cement 10+50 TO 61+20	14,355	SQYD		
9	Shape and Compact Roadbed 10+50 TO 61+20	14,355	SQYD		
10	Hot Mix Asphalt (Type A)	2,758	TON		
11	Tack Coat	4	TON		
12	Shoulder Backing (Class II Base Rock)	1,182	TON		
13	4" Thermoplastic Traffic Stripe (Sprayable)(0.06-inch)	15,360	LF		
14	Traffic Control System	1	LS		
15	Mobilization, Demobilization	1	LS		
				ADDITIVE BID SCHEDULE B TOTAL =	

Base Bid Shedule A Sta. 61+20 thru 274+92

No.	Description	Quantity	Unit	Unit Cost	Amount
16	Prepare Progress Schedule (Level 2 Critical Path Method)	1	LS		
17	Construction Area Signs	1	LS		
18	Job Site Management	1	LS		
19	Prepare Water Pollution Control Plan	1	LS		
20	Develop Water Supply	1	LS		
21	Traffic Control System	1	LS		
22	Pulverize Roadbed Sta 61+20 to 274+92	60,229	SQYD		
23	Shape and Recompact Roadbed 61+20 TO 274+92	60,229	SQYD		
24	Class 2 Aggregate Base (TON)	1,000	TON		
25	Hot Mix Asphalt (Type A) 61+20 -274+92	11,625	TON		
26	Tack Coat	12	TON		
27	Shoulder Backing (Class II Base Rock)	3,010	TON		
28	4" Thermoplastic Traffic Stripe (Sprayable)(0.06-inch)	64,116	LF		
29	Thermoplastic Pavement Marking (0.10-inch)	222	SQFT		
30	Inductive Loop Detector	2	EA		
31	Mobilization, Demobilization, And Final Cleanup	1	LS		
				BASE BID SCHEDULE A TOTAL =	

BIDS WILL BE EVALUATED AND AWARDED IN ACCORDANCE WITH SECTIONS 3-1.02A & 3-1.02B OF THE SPECIAL PROVISIONS, AND THE INSTRUCTIONS PROVIDED IN THE SAMPLE PROPOSAL AND CONTRACT

SCHEDULE A AND B COMBINED TOTAL =

CONTRACTOR NAME: _____

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PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1(Chapter376,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 Section10285.1.

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 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.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

TO THE COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART29

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 judgment 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.

Opt Out Of Payment Adjustments for Price Index Fluctuations Form

To opt out of payment adjustments for price index fluctuations as specified in Section 2-1.31, of the Standard Specifications, complete this form and submit at the time of bid.

I opt out of payment adjustments for price index fluctuations.

Date:_____ Bidder's Name:_____

Signature of Bidder:_____

.

Accompanying this proposal is_____

(NOTICE: INSERT THE WORDS"CASH ($_____),"
"CASHIER'SCHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND,"
AS THE CASE MAYBE.)

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also name so fall individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

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

License No._____ Classification(s)_____

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 been 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 Section8103 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 Public Contract Code Section 7106 are true and correct.

Date:_____

Sign Here _____

_____

_____

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____

_____as Principal, and

as Surety are bound unto the County of Siskiyou ,State of California, here after referred to as "Obligee", in the penal sum often percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____.

_____

(Copy here the exact description of work, including location as it appears on the proposal)

_____

for which bids are to be opened at

_____ _____

(Insert place where bids will be opened) *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms a represented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, One to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated:_____, 20___

_____

Principal

_____

Surety

By_____

Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT
State of California, County of Siskiyou

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared_____,
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALITY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ **(SEAL)**

GUARANTEE FORM
FOR COUNTY OF SISKIYOU
CONTRACT NO. 26-06

The undersigned, guarantees to the County of Siskiyou that we have constructed the above named project in accordance with the County's Plans and Specifications and that this work will fulfill the requirements of the Contract. We agree to repair or replace, as directed, any or all of the work that may prove to be defective in its workmanship or material, excluding any ordinary wear, tear, abuse or neglect, together with any adjacent work which may be damaged in so doing.

The undersigned agrees to bear all expense, pay all costs and charges to honor this guarantee.

This guarantee will extend for one (1) full year after the date of recording of the Notice of Completion.

This obligation shall survive after acceptance of the work under the contract and termination of the contract.

_____

Contractor's Signature License No.

_____

Date

COUNTY OF SISKIYOU DEPARTMENT
OF PUBLIC WORKS

CONTRACT NO. 26-06

THIS AGREEMENT, made and concluded, in triplicate, this___day of_____, 20____ between the County of Siskiyou thereof, party of the first part, and Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements herein after mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workman like and substantial manner and to the satisfaction of the County of Siskiyou, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance 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 on the date the work is accomplished.

The special provisions and plans for the work to be done entitled:

PLANS FOR REHABILITATION OF
A PORTION OF JACKSON RANCH ROAD CO. RD. #4L08
FROM MILE POST 0.00 TO BIG SPRINGS ROAD
PROJECT LENGTH 5.017 MILES
RPL-5902(087)

COUNTY CONTRACT NO. 26-06

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ ,and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices 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 nature of the work as fore said, or from the action 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 the County of Siskiyou, and for all risks of every description connected with the work; also for all expenses incurred by or inconsequence of the suspension or discontinuance of 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 under them, to wit:

ARTICLE VI--Any action at law or in equity brought by one or more of the parties here to for the purpose of enforcing a term, condition, right or obligation provided for by this contract shall be governed by the laws of the State of California and shall be tried in a court of competent jurisdiction in the County of Siskiyou, State of California; and the parties hereby waive all provision so flaw providing for a change of venue in such proceeding to any other county or state.

ARTICLE VII--As Contractor, I certify that I am incompliance with the Civil Rights Act of 1964, Executive Order No.11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment. I further certify that I will meet the standards of affirmative compliance with the Fair Employment and Housing Act.

ARTICLE VIII--Contractor agrees to pay as and for liquidated damages and not a penalty, the sum and manner as prescribed in the "Instruction to Bidders", bound herein.

ARTICLE IX--In the event of a Breach of Contract of any of the provisions of the Contract and the institution of arbitration proceedings or actions at law respecting the same, Contractor agrees to pay County reasonable attorney's fees and costs as may be determined by the court or the arbitrators, as the case maybe.

ARTICLE X--The Notice to Bidders, Special Provisions, Proposal, Contract, Project Plans, Instructions to Bidders, Information Required of Bidders, Certifications and Affidavits, Specifications, Drawings, California Department of Transportation Standard Specifications, Standard Plans and specified Revised Standard Plans, applicable building codes, applicable California General Prevailing Wage Rates, required two (2) bonds, California PCC, Sec. 9204 language (attached) and all addenda issued by the County with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this agreement.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date:_____

_____
RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1725.5, 1861 and 3700 concerning Workers Compensation Law.

CONTRACTOR

By_____Date:_____

(Designate official capacity in business)

(Corporate Seal)

By_____Date:_____

(Designate official capacity in business)

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

License No. _____

Federal Employer Identification

Number _____

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer (Civ. Code Sec. 1189& 1190 and Corps. Code, Sec 313)

APPROVED AS TO LEGAL FORM:

Date: _____

_____

F. Dean Morgan, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund _____Organization _____Account _____

Date: _____

_____

Diane Olson, Auditor-Controller

APPROVED AS TO INSURANCE REQUIREMENTS:

_____ Date:_____

Hayley Hudson, Risk Management

COUNTY OF SISKIYOU
DEPARTMENT OF
PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Siskiyou, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor_____, here after designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____Dollars

($_____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated:_____, 20_____

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

Correspondence or claims 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, County of Siskiyou

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared_____,
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALITY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ **(SEAL)**

COUNTY OF SISKIYOU
DEPARTMENT OF
PUBLIC WORKS

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Siskiyou, 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:

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 Siskiyou 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 there in provided, on his or their part to be kept and performed at the time and in the manner there in specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Siskiyou 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 claims 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, County of Siskiyou

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared_____,
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALITY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ **(SEAL)**

LIST OF SUBCONTRACTORS FORM

As of March 15, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Register at
https://www.dir.ca.gov/public-works/contractor-registration.html The Local Agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

Pursuant to Section 4104 of the Public Contract Code of the State of California, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the Total Bid or $10,000, whichever is greater (Pub. Cont. Code §4100 et. seq.).

SUBCONTRACTOR LIST Jackson Ranch Road RPL-5902(087)

Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					
Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					
Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					

SUBCONTRACTOR LIST Jackson Ranch Road RPL-5902(087)

Photocopy this form for additional subcontractors.

Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					
Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					
Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					
Subcontractor Name	Bid Item No.	Work Description	% of Total Bid Item	California CSLB No.	DIR Reg. No.
City, State					

COUNTY OF SISKIYOU_____

DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER

Submit this form with the Executed Contract. If you fail to submit our D-U-N-S Number, the Department will not approve the contract

CONTRACTNUMBER: [ ]

CONTRACTORNAME: [ ]

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET:_____

CITY:_____

STATE:_____

ZIPCODE:_____

D-U-N-S Number:_____

Contact Name:_____

Telephone No:_____

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

PUBLIC CONTRACT CODE

Section 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) 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:

(A) 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.

(B) 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.

(C) 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 Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), 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.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections 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 Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) 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 Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (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.

(B) The claimant shall furnish reasonable documentation to support the claim.

(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.

(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.

(2) (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.

(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.

(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.

(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.

(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.

(3) 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.

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

(5) 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 their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

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

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2019, Ch. 489, Sec. 1. (AB 456) Effective January 1, 2020. Repealed as of January 1, 2027, by its own provisions.)