

**TRINITY COUNTY  
BOARD OF SUPERVISORS**  
Trinity County Library  
Conference Room  
351 Main Street  
Weaverville, CA

**Meeting Addendum  
September 21, 2021**

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**Transportation**

- A. Approve an agreement with Tullis Inc. of Anderson to make pavement repairs to Martin Road and Lance Gulch Road, subject to routing for form and content.  
**No impact to the General Fund, \$60,000 from RMRA.**
- B. Ratify the Road Commissioner's signature on Contract Change Order (CCO) Number 1 to provide waterline extension to the Trinity County Sheriff Detention Facility; and approve CCO Number 2 increasing the maximum cost by \$86,499.20 to provide paving changes on Airport Road; subject to routing for form and content.  
**No impact to the General Fund; \$23,300.24 from the New Jail Fund and \$63,198.96 from RMRA Funds.**

## TRINITY COUNTY

### Item Report A.

Meeting Date: 9/21/2021

Department:  
Transportation

Contact:  
Richard Tippet

Phone:  
(530) 623-1365 x3425

Agreement: Tullis Inc (21-138)

#### **Requested Action:**

Approve an agreement with Tullis Inc. of Anderson to make pavement repairs to Martin Road and Lance Gulch Road, subject to routing for form and content.

#### **Fiscal Impact:**

No impact to the General Fund, \$60,000 from RMRA.

#### **Summary:**

Over time, there has been some settlement on Lance Gulch Road near the new bridge at the north end. This settlement developed outside of the warranty time for the road, thus needs to be resolved by the County.

Further, there were settlement issues happening on Martin Road near the intersection with Pioneer Road. The Road Department used grinding gear that it was considering for purchasing to grind the location and temporarily backfill with grindings until it could be paved.

#### **Discussion:**

Tullis Inc is expected to pave the intersection of Lance Gulch at SR 299 for the new traffic signal.

Taking the opportunity of having a paving contractor in town, the Road Commissioner solicited a proposal to correct the pavement at these two sites as allowed per Public Contract Code 22032a, where the Road Commissioner may have work preformed by Negotiated Contract less than \$60,000. Value of the work to be done is \$56,650.

#### **Alternatives Including Financial Implications:**

Reject the contract and request that bids be submitted, or direct the Road Commissioner to have work down by Road Crew Staff. While there might be a savings on material cost, time and mobilization of equipment would be an issue that could potentially move this project to next summer. Overall, savings is hard to estimate.

#### **Departmental Recommendation:**

Approve requested action.

**ATTACHMENTS:**

Description

PCC 22032

Agreement

**PUBLIC CONTRACT CODE - PCC****DIVISION 2. GENERAL PROVISIONS [1100 - 22355]** ( *Division 2 enacted by Stats. 1981, Ch. 306.*  )**PART 3. CONTRACTING BY LOCAL AGENCIES [20100 - 22178]** ( *Part 3 added by Stats. 1982, Ch. 465, Sec. 11.*  )**CHAPTER 2. Bidding on Public Contracts [22000 - 22045]** ( *Chapter 2 added by Stats. 1983, Ch. 1054, Sec. 1.*  )**ARTICLE 3. Public Projects: Alternative Procedure [22030 - 22045]** ( *Article 3 added by Stats. 1983, Ch. 1054, Sec. 1.*  )

(a) Public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

**22032.** (b) Public projects of two hundred thousand dollars (\$200,000) or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than two hundred thousand dollars (\$200,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

(Amended by Stats. 2018, Ch. 169, Sec. 2. (AB 2249) Effective January 1, 2019.)



**STANDARD FORM PERSONAL SERVICES CONTRACT  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
Tullis, Inc.**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 21 day of September 2021, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **Tullis, Inc.** ("Contractor").

**RECITALS**

WHEREAS, County desires to retain a person or firm to provide the following services: Repair short segments of damaged pavement on Martin Road and Lance Gulch Road in Weaverville, CA; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Exhibit A.
- II. **ADDITIONAL SERVICES:** The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder, but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. **COUNTY FURNISHED SERVICES:** The County agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
  - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of

services to be rendered by Contractor hereunder and as set forth in Exhibit A.

- C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on September 21, 2021 and shall terminate on December 31, 2021, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than December 31, 2021. Time is of the essence with respect to this Contract.
- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$60,000.00, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project, the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. **INSURANCE:** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$2,000,000, and a general aggregate limit of \$4,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box **2490**  
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box **2490**  
Weaverville, CA 96093

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County

Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- XI. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVII. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVIII. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XIX. **TERMINATION:**
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
  - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
  - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
  - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and

employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

- XXI. **AMENDMENT:** This Contract may be amended or modified only by written agreement of both parties.
- XXII. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.
- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

- XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract.
- XXX. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XXXI. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

**Trinity County Department of Transportation  
PO Box 2490  
Weaverville, CA 96093  
(530) 623-1365**

If to Contractor:

**Chris Brimhall  
Tullis, Inc.  
PO Box 493416  
Redding, CA 96049-3416  
(530) 241-5105**

- XXXII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.



[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

**COUNTY OF TRINITY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Jeremy Brown, Chairman  
Trinity County Board of Supervisors  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Margaret E. Long  
County Counsel

Risk Management Approval:

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management  
Director

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor to cold plane and replace asphalt surfacing on an uneven segment of Lance Gulch Road, and also will do the same on a failed section of Martin Road, in Weaverville California. After paving, new centerline striping will be applied to Lance Gulch Road.

Work shall be completed in accordance with the unit pricing submitted on Friday, August 20, 2021, which is attached to this contract as Exhibit B.

Work shall be constructed in accordance with the 2018 California Department of Transportation Standard Specifications.

Payment of California Prevailing Wages are required for this work.

## EXHIBIT B

### COMPENSATION OR FEES TO BE PAID TO CONTRACTOR



#### PROPOSAL

**Project:** TCDPW - Fall 2021\_Misc Paving  
**Description:** Replace AC Surfacing on Lance Gulch Road & Martin Rd.  
and Striping  
**Location:** Weaverville, Trinity Co., CA

**Bid Date:** Friday, August 20, 2021  
**Addendums:** N/A

**FAP No.:** N/A

BASE BID					
ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1	Traffic Control	LS	1	\$ 4,425.00	\$ 4,425.00
2	Cold Plane AC	SY	615	\$ 16.00	\$ 9,840.00
3	Pave HMA Martin Road and Lance Gulch Road	TON	71	\$ 380.00	\$ 26,980.00
4	Stripe Double Yellow (Lance Gulch Road Only)	FT	6500	\$ 1.37	\$ 8,905.00
TOTAL BID:					\$ 50,150.00

ADDITIVE ALTERNATE No. 1					
ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
AA1	Stripe Fog Lines Only (Lance Gulch Road)	FT	13000	\$ 0.50	\$ 6,500.00
TOTAL BID:					\$ 6,500.00

#### Exclusions:

- 1 Prime Coat, Fog Seal, and /or Chip Sealing.
- 2 Traffic Control Plan if required and/or PCMS Boards.
- 3 Notifications (Ramp Closures, Public or otherwise)
- 4 Temporary Striping, removal of temporary delineation, shoulders delineation and/or signage.
- 5 Maintenance of temporary floppies or delineation placed by Tullis, Inc.
- 6 Relocation, protection, or repair of existing utilities and electrical systems that conflict with our work.
- 7 Clean up of asphalt debris and/or concrete debris created by others.
- 8 Storm Water Pollution Control or implementation.
- 9 Engineering, surveying, construction staking, and/or inspection.
- 10 Removal of any hazardous waste including but not limited to Lead, Asbestos, or PCB's.
- 11 Any permits or fees.
- 12 Bonds.
- 13 Mobilization. See Special Condition number 2 below.

#### Special Conditions:

- 1 Proposal is all or none unless approved by Tullis, Inc.
- 2 This proposal is based on the paving and striping work being preformed consecutively when Tullis, Inc. and or our striping subcontractor is on site to pave/stripe the Lance Gulch Road/SR 299 Signal Project. **If a separate move in/out is required for paving work, add \$6,000.00. If a separate move in/out is required for our striping subcontractor, add \$1,000.00.**
- 3 Tullis, Inc. requires 10 working days advanced notice for scheduling/mobilization.
- 4 **Final/Total Price will be billed at Total Quantity Actually Place (Including Striping).**
- 5 Tullis, Inc. is a Union Company.
- 6 This quote is good for 30 days unless otherwise approved by Tullis, Inc.
- 7 No retention shall be withheld. Terms are Net 30 Days from date of invoice.
- 8 This proposal is based on placing 0.20' HMA over 3,100 SF of cold plane surface on Lance Gulch Road (35 Tons) and 0.15' HMA over 2,415 SF of cold planed surface on Martin Road (36 Tons). Tullis, Inc. will cold plane the existing asphalt on Lance Gulch Road and Martin Road.

**Signature:** \_\_\_\_\_  
Chris Brimhall, Estimator

## TRINITY COUNTY

### Item Report B.

Meeting Date: 9/21/2021

Department:  
Transportation

Contact:  
Rick Tippet

Phone:  
5306231365

CCO 1&2: Giles Excavating (20-085)

#### **Requested Action:**

Ratify the Road Commissioner's signature on Contract Change Order (CCO) Number 1 to provide waterline extension to the Trinity County Sheriff Detention Facility; and approve CCO Number 2 increasing the maximum cost by \$86,499.20 to provide paving changes on Airport Road; subject to routing for form and content.

#### **Fiscal Impact:**

No impact to the General Fund; \$23,300.24 from the New Jail Fund and \$63,198.96 from RMRA Funds.

#### **Summary:**

The Trinity County Sheriff's Detention Facility Joint Trench Project construction contract #20-185 was awarded to Giles Construction and Paving, Inc. at the January 5, 2021 meeting of the Board of Supervisors for a total contract amount of \$274,055.

At the June 18, 2019 Board of Supervisors Meeting, the Board authorized purchasing authority for the Director of Transportation to sign Contract Change Orders (CCO) up to an amount of \$26,200 consistent with Public Contract Code §20142 (b) which states;

State Public Contract Code §20142 (b): For contracts whose original cost exceeds two hundred fifty thousand dollars (\$250,000), the extra cost for any change or addition to the work so ordered shall not exceed twenty-five thousand dollars (\$25,000), plus 5 percent of the amount of the original contract cost in excess of two hundred fifty thousand dollars (\$250,000). In no event shall any such change or alteration exceed two hundred ten thousand dollars (\$210,000).

#### **Discussion:**

In accordance with the authorized authority, the Director of Transportation approved CCO #1 for a total amount of \$23,300.24. CCO #1 extended the time allowed for connecting the utilities, and paid for a change to the type of water line used on the project. This change was necessary because line pressures were found to be higher than anticipated, and the contractor was required to purchase new pipe which had a higher maximum pressure capacity. The pressures had been checked during design, but the Water Department informed us that the pressures can vary depending on season. This CCO is being submitted to the Board for ratification.

CCO #2 is for paving Airport Road within the project area, at a total cost of \$63,198.96. The original contract plans and specifications called for paving a cap on the trench that would be flush with the remainder of the road pavement. During construction, it was discovered that this method of repair was infeasible due to the large cobbles directly under the entire roadway surfacing. The proposed work includes prep work required to pave the entire width of the road, a leveling course of asphalt to smooth uneven areas, and then a final overlay on the full width of Airport Road. This work will be completed within the construction area, and requires substantially more hot mix asphalt than in the original bid. Asphalt prices and trucking costs have increased dramatically since the original bid, with the Caltrans Oil Index increasing 66%, so this work will cost significantly more per ton than under the original bid price.

Construction Plans for the TCSD facility only accounts for on-site utilities in support of the actual building (BSCC requirement). Connecting the utilities off site, dispatch, and approach road are not eligible for state reimbursement, but the cost can be apply to the County's Hard Match (or Road Fund for road extension). All work in these contract change orders are offsite and eligible as match. The cost for CCO #1 will be hard match at \$23,300.24 for the Jail Project whereas; the cost for CCO #1 is for paving of Airport Road at \$63,198.96 will be covered with Road Maintenance and Rehabilitation Account (RMRA) funds.

**Alternatives Including Financial Implications:**

Reject the ratification of CCO #1 and the approval of CCO #2 and provide direction to staff.

Due to the end of season, any redirection has the potential of delaying the project into next season. This means that the driveway approach for the Building Parking Lot would need to be modified to reinforce it for winter. Savings cost using other methods is unknown.

**Departmental Recommendation:**

Ratify the Road Commissioner's signature on CCO #1 and approve CCO #2 for paving Airport Road.

**ATTACHMENTS:**

Description

20-185A

CCO # 1 20-085

CCO #2 20-085

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
WEAVERVILLE, CALIFORNIA

**NOTICE TO BIDDERS, SPECIAL PROVISIONS  
AND BID BOOK**

**FOR**

**TRINITY COUNTY SHERIFF DETENTION FACILITY  
JOINT UTILITY TRENCH**

**IN  
TRINITY COUNTY, CALIFORNIA**

**CONTRACT NO. 20-185**

November 2020

BIDS OPEN: 4:00 P.M., Wednesday  
December 3, 2020

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*Bid Book dated November 2019*

*Standard Specifications dated 2018*

Project plans dated November 19, 2020

*Standard Plans dated 2018*

City of Redding Construction Standards – Section 400

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# SPECIAL NOTICES

- Bidders and all subcontractors MUST be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Failure to provide required information on the Subcontractor List form may result in rejection of bids.



**CONTRACT NO. 20-185**

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



\_\_\_\_\_  
Registered Civil Engineer



COUNTY OF TRINITY, STATE OF CALIFORNIA  
TRINITY COUNTY SHERIFF DETENTION FACILITY - JOINT UTILITY TRENCH  
CONTRACT NO. 20-185

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## **STANDARD PLANS LIST**

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

### **ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND**

<b>A3A</b>	<b>Abbreviations (Sheet 1 of 3)</b>
<b>A3B</b>	<b>Abbreviations (Sheet 2 of 3)</b>
<b>A3C</b>	<b>Abbreviations (Sheet 3 of 3)</b>
<b>A10A</b>	<b>Legend - Lines and Symbols (Sheet 1 of 5)</b>
<b>A10B</b>	<b>Legend - Lines and Symbols (Sheet 2 of 5)</b>
<b>A10C</b>	<b>Legend - Lines and Symbols (Sheet 3 of 5)</b>
<b>A10D</b>	<b>Legend - Lines and Symbols (Sheet 4 of 5)</b>
<b>A10E</b>	<b>Legend - Lines and Symbols (Sheet 5 of 5)</b>

### **TEMPORARY TRAFFIC CONTROL**

<b>T13</b>	<b>Traffic control system for lane closure on two lane conventional highways</b>
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**COUNTY OF TRINITY**  
**DEPARTMENT OF TRANSPORTATION**  
**NOTICE TO BIDDERS**

Bids open Thursday, December 3rd, 2020.

General work description: Install a joint utility trench including an 8" water line, and multiple utility conduits, plus associated valves and pull boxes, from Highway 3 to the new Trinity County Sheriff Detention Facility (TCSDF) in Weaverville, Trinity County, California. Also included is repaving roadway and runway areas damaged by trenching operations.

The County will receive sealed bids for **TCSDF JOINT UTILITY TRENCH**

CONTRACT Number: **20-185**

Instructions to download Plans and Bid Documents may be found at the following location:

<https://www.trinitycounty.org/Engineering-Current-Projects>

You are responsible for printing and binding the bid documents from the digital format before submitting the bid. Bid forms for this work are included in a separate book entitled:

**COUNTY OF TRINITY**  
**DEPARTMENT OF TRANSPORTATION**  
**WEAVERVILLE, CALIFORNIA**  
  
**NOTICE TO BIDDERS, SPECIAL PROVISIONS**  
**AND BID BOOK**  
  
**FOR**  
  
**TRINITY COUNTY SHERIFF DETENTION FACILITY**  
**JOINT UTILITY TRENCH**  
  
**IN**  
**TRINITY COUNTY, CALIFORNIA**  
  
**CONTRACT NO. 20-185**

The Contractor must have either a class A license or a combination of class C licenses that make up a majority of the work.

Bids must be on a unit price basis. Trinity County has a fixed amount of funding available for this contract, and it is the County's goal to accomplish as much work as funding will allow. If this contract is awarded, it will be made to the lowest responsible bidder whose total bid amount does not exceed Trinity County's available funding.

The waterline and dry utilities must be installed and operational by February 1<sup>st</sup>, 2021. Construction of paving repairs must be completed by June 30, 2021.

The County will receive sealed bids until 4:00 p.m. on the bid open date at the Office of the Trinity County Department of Transportation at 31301 State Highway 3, Weaverville, California. Bids received after this time will not be accepted.

Bid proposals shall be sealed in an envelope plainly marked "TCSDF JOINT UTILITY TRENCH BID PROPOSAL" on the outside. Bids will only be accepted from registered plan holders. Bids not properly marked will be considered nonresponsive.

The County will immediately open and publicly read the bids in the Conference Room at the mentioned location after the specified closing time.

Present bidder's inquires to the Trinity County Department of Transportation, 31301 State Highway 3, P.O. Box 2490, Weaverville, California 96093-2490, (530) 623-1365. Inquires must be received by 4:00 PM on Tuesday, December 1<sup>st</sup>, 2020.

Inquiries or questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. After this time, the County will not consider these questions as bid protests.

Submit your bid with bidder's security equal to at least ten percent (10%) of the bid.

If you are awarded a contract, you will be required to furnish the County with a payment bond equal to 100% of the total bid and a performance bond equal to 50% of the total bid.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>, or from the County's Department of Transportation.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

California Department of Transportation has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to [http://www.dot.ca.gov/hq/esd/oe/contractor\\_info](http://www.dot.ca.gov/hq/esd/oe/contractor_info). Additional information is provided in the Excluded Parties List System at <http://www.epls.gov>.

DATE: \_\_\_\_\_

BOARD OF SUPERVISORS  
COUNTY OF TRINITY  
STATE OF CALIFORNIA

\_\_\_\_\_  
Richard Tippet, P.E, T.E.  
Director, Department of Transportation  
County of Trinity, State of California







2. co-partnership, the true name of the firm must be stated, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership

If the signature is by an agent, or other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of Bids or submitted with the Bid, otherwise the Bid will be considered nonresponsive.

State and local sales and use taxes required by State statutes and laws will be paid by you. Prices quoted in the Bid must include sales tax.

Submit a bid based on the bid item quantities the Department shows in all the Bid Item Lists.

Trinity County has a fixed amount of funding available for expenditure on this contract, and it is the County's goal to accomplish as much work as funding will allow. If this contract is awarded, it will be made to the lowest responsible bidder whose total bid amount does not exceed Trinity County's available funding.

Failure to complete all items in the Bid may result in rejection of bids.

**Add to section 2-1.33C with:**

Submit your bid as directed in the *Notice to Bidders*. Bids not properly marked may be considered nonresponsive. Note several of the documents in the *Bid Book* must be notarized before being submitted as part of the bid.

Complete all forms in the *Bid Book* except the contract form and submit the entire bound *Bid Book* to the County as your bid.

The Bid Schedule in the *Bid Book* sets the item prices and totals, and must be signed by you. Fill in all blanks in the proposal form, bid schedule and other documents as required in the *Bid Book*.

**Add to section 2-1.46:**

Bids may be considered nonresponsive for any of the following reasons:

1. Bids not presented on supplied forms
2. Bids do not include the entire bound *Bid Book* with all pages intact and without interlineations, alterations or erasures
3. Bids contain alternative proposals
4. Bids are a facsimile of your complete and executed proposal forms
5. Bids are a copy except as provided in the instructions in the *Bid Book*

**Replace section 2-1.47 with:**

The County may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the County within 3 business days after bid opening. Submit all requests on the Relief of Bid Request found at:

[http://www.dot.ca.gov/hq/esc/oe/contractor\\_info/relief.pdf](http://www.dot.ca.gov/hq/esc/oe/contractor_info/relief.pdf)

AA

### **3 CONTRACT AWARD AND EXECUTION**

**Replace section 3-1.04 with:**

Submit Bid Protest to the Trinity County Department of Transportation, 31301 State Highway 3, P.O. Box 2490, Weaverville, California 96093-2490.

The County will either award the Contract or reject all bids within 30 days from bid opening. This period may be subject to extension for such further period as agreed upon in writing between the Department and you.



The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements.

The Contract must be executed by the successful bidder and returned, together with the contract bonds, to the County so that it is received within 10 business days, after the bidder has received the contract for execution. Failure to do so will be just cause for forfeiture of the proposal guaranty. The executed contract documents must be delivered to the following address:

Trinity County Department of Transportation  
31301 State Highway 3  
PO Box 2490  
Weaverville, CA 96093

**Delete section 3-1.08:**

**Delete section 3-1.11:**

**Delete section 3-1.13:**

**Replace section 3-1.18 with:**

The successful bidder must sign the *Contract* form.

The County will submit the contract signature document to the successful bidder for execution prior to award. The successful bidder must sign the Contract Form, and all copies and return it to the County within 10 business days with:

Deliver to the County:

1. Signed Contract form, including the attached form FHWA-1273
2. Contract bonds
3. Documents identified in section 3-1.07

The Trinity County Board of Supervisors meets on the second and fourth Tuesday of each month. Once County staff receives the last of the above listed documents, County staff will review contract documents and, if in order, will submit the documents to the Board of Supervisors for contract approval. County staff will notify the successful bidder of the anticipated date for the award. If contract license copies required by section 2-1.33C and section 3-1.06 are not submitted prior to the award date, the project will not be awarded to the successful bidder. Contract documents will be submitted for approval at the regularly scheduled Board meeting that is at least two weeks following the date that the County receives all documents listed above. County staff will notify you of Board approval within 5 business days of contract award.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

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## **5 CONTROL OF WORK**

**Add to the end of the 2nd sentence in paragraph 3 of section 5-1.13A:**

at [http://www.dir.ca.gov/dir/Labor\\_law/DSLE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DSLE/Debar.html).

**Add to the 9th paragraph of section 5-1.13A:**

Submit copies of all subcontractor licenses.

**Add to Section 5-1.20B(1):**

You are responsible for all fines, damages and job delays incurred due to failure to implement the requirements of the Permits.

**Replace section 5-1.27E with:**

Maintain separate records for change order work costs.  
Submit change order bills to the Engineer.

**Add to Section 5-1.36C(1):**

**Utility Contact information**

Utility	Contact	Address	Phone
Phone / Communication – Frontier	Daniel Riggs <a href="mailto:Daniel.riggs1@ftr.com">Daniel.riggs1@ftr.com</a>		(805) 375-3771
Trinity PUD – Power Company	Andy Lethbridge – <a href="mailto:alethbridge@trinitypud.com">alethbridge@trinitypud.com</a>	PO Box 1216 Weaverville, CA 96093	530-623-5536
Water – Weaverville CSD	Tim Kasper <a href="mailto:tim@weavervillecsd.com">tim@weavervillecsd.com</a>	PO Box 1510 Weaverville, CA 96093	530-623-5051
Cable - Velocity	Travis Finch, CEO <a href="mailto:tf@velotech.net">tf@velotech.net</a>	241 Unit D Washington Street, P.O. Box 246, Weaverville, CA 96093	(877) 623-3550, ext. 3005

**Add after the 1st paragraph in section 5-1.42:**

The RFI must:

1. be submitted as soon as possible after you have discovered the need for additional information or clarification
2. state your question or concern clearly
3. reference the specification or plan sheet in question
4. state the date of the RFI and the date by which you must have an answer in order not to delay your activities

The Prime Contractor will submit all RFI's.

AA

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Replace section 7-1.02D with:**

**7-1.02D Title VI Assurances**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
5. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**Replace the 2nd paragraph of section 7-1.02K(2) with:**

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Trinity address. These wage rates are not included in the Contract Documents. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement.(Labor Code § 1773.6 and 8 CA Code of Regs 16204).

**Replace the 4th paragraph of section 7-1.02K(3):**

Submit certified payroll to the Engineer.

**Delete the 5th, 6th, 7th, 8th and 9th paragraphs of section 7-1.02K(3).**

**Replace section 7-1.02M(2) with:**

**7-1.02M(2) Fire Prevention**

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions and implement the fire prevention plan in this special provision.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office, and

U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report to the nearest fire suppression agency fires occurring within the project limits. Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities. Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the Caltrans district offices.

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 using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and 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.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and 1 backpack 5-gallon water-filled tank with 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.

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.

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 reaches very high:

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 15 feet.







In addition to all traffic control that is required on public roads, special consideration is required for airport traffic and operations.

Attention is directed to Section 7-1.03, "Public Convenience", and 7-1.04, "Public Safety", of the Standard Specifications and of these Special Provisions.

The Contractor shall additionally familiarize itself with advisory circular No. 150/5370-2G, "Operational Safety on Airports During Construction", a copy of which is available for review at the Department of Transportation Office located at 31301 State Highway 3, Weaverville, CA 96093.

The County considers the safety of aircraft and the Contractor's equipment and personnel of prime importance and nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

Personal vehicles of the Contractor's employees shall not be parked and the Contractor's materials and equipment shall not be stored within the Runway Safety Area (RSA) shown on the Plans as the "Airport Safety Zone."

The Contractor shall limit construction vehicles and equipment from travelling on or across the runway or any apron within the RSA during the execution of this work, except during authorized airport closures. Any vehicle within the RSA during operations shall be marked with appropriate flagging and rotating beacon.

The Contractor shall notify the Engineer a minimum of 5 days prior to beginning work and a minimum of 72 hours in advance of any planned work or changes that would affect the runway safety area (RSA) shown on the plans and including requests for permission to close the airport.

The Engineer will notify the Federal Aviation Administration at telephone 1-(877)-487-6867, a minimum of 48 hours in advance of any work within the RSA, for any changes in conditions within the RSA and/or closures of the airport or any portion thereof so that a Notice to Airmen (NOTAM) can be prepared and updated as the construction progresses. Also, the County will place temporary marking indicating runway closure. It will be the contractor's duty to verify that correct marking is in place at the beginning of the work day/shift.

Whenever the airport is open to air traffic, the Contractor shall conduct his operations within the air operations area (AOA) of the airport in such a manner that there will be no interference or obstruction to the free movement of aircraft. The AOA shall mean any area of the airport used or intended for use of aircraft and shall include any paved or unpaved areas intended for use of aircraft and shall include any paved or unpaved areas associated with the runway and parking apron. The Contractor's men and equipment shall, when notified or by their own visual sighting of aircraft, yield the right of way to any aircraft during landings takeoffs, and surface maneuvers.

The airport shall not be closed except whenever the work to be performed requires any employee of the Contractor's to work, or any equipment to be operated within the RSA.

A closure will only be permitted under the following conditions:

1. For up to a one week period (seven consecutive calendar days) in order to trench across the Runway Safety Area and repair runway and adjacent space within the Runway Safety Area; then an additional one to two day period for application of pavement markings. Justification must be established and agreed to by Trinity County for any additional closure.
2. A NOTAM has been issued.
3. The Contractor has men, equipment and materials available to actively pursue the work requiring closure.
4. The Engineer has authorized the airport closure, in writing.

Airport closure will be provided by County, and shall consist of placing closure markers at each end of the runway. Closure markers shall conform to the details described in section 5.6 of FAA Advisory Circular 150/5340-1M and as shown in Figure A-27 of FAA Advisory Circular 150/5340-1M.

The airport shall be open for use by aircraft from 5:00PM on the day preceding a designated holiday until 8:00AM on the day following the holiday.

The full length of the runway shall be maintained to provide for air operations during non-closure periods. Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.



Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor submitted to the Engineer at least 48 hours in advance of any deviation, and if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Full compensation for conforming to the provision in this section, including furnishing, installing and removing closure markers, barricades and temporary pavement markings shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Work crossing the driveways/parking lots for Trinity County Planning Department shall be coordinated with the County. The County will provide notification and establish a contact person.

**Replace section 12-1.04 with:**

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are [included in the payment for Traffic Control System](#).

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system. Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

A traffic control system required by change order work is paid for as a part of the change order work.

AA

## **13 WATER POLLUTION CONTROL**

**Add to section 13-1.01A:**

While this contract work is not expected to result in disturbed area exceeding one acre, the full overall area for the TCSDf project is in excess of one acre. A SWPPP is required for this project.

Payment for all monitoring, testing, reporting, and installation of best management practices required for implementation of the SWPPP is included in the payment for "SWPPP (implementation)."

AA

## **14 ENVIRONMENTAL STEWARDSHIP**

**Add to section 14-6.04C:**

Vehicle maintenance, re-fueling of vehicles and storage of fuel must be done at least 150 feet from the top of bank of any stream channel, or from any drainage inlet the 2-year flood elevation or within an adequate fueling containment area. At the end of each work shift, vehicles shall be stored greater than 150 feet (horizontal distance) from the 2-year flood elevation.

**Replace the 2nd paragraph of section 14-8.02A with:**

Do not operate construction equipment or run the equipment engines from 6:00 p.m. to 7:00 a.m. on weekdays, from 5:00 p.m. to 8:00 a.m. on Saturday or on Sundays except you may operate equipment within the project limits during these hours to:

1. Service traffic control facilities
2. Service construction equipment
3. Emergency maintenance and repair of erosion control and pollution devices



Flushing residuals from all waterlines containing chemical disinfectants or sterilization shall be collected and removed to an allowed site. This removal shall be included in the cost of placing pipe. There are no sewer manholes located within the project limits for on site disposal.

[illegible]

**AA**

**Clear and grub State and County-owned property. Do not use the State or County-owned property after clearing and grubbing is complete unless authorized. Clearing and grubbing off the job site is change order work.**

AA

Earthwork activities include clearing and grubbing. Clearing and grubbing must comply with section 17.

[illegible]

AA

Contractor may remove airport fencing as necessary to install joint trench. Existing fencing is to be salvaged and reinstalled by contractor. Airport fencing must be replaced as soon as backfilling is completed.

Joint trench backfill under the airport runway shall be with two sack slurry cement.

The Airport runway must be returned to operational condition prior to re-opening the runway. The runway must have a smooth surface free of any loose materials. Cold mix shall be installed and maintained in accordance with Section 51-5.03D(6). The contractor shall grind and repave any temporary pavement area with HMA as soon as practicable.

Fire Hydrant shall be installed as shown on page 421 of the City of Redding Standards.

The payment quantity for "Common Utility Trench PVC Conduit" is the length of trench containing conduit for power, phone and cable, measured parallel to the ground surface.

The payment quantity for 8" PVC C900 water line is the length of installed 8" waterline. For locations where the water line is installed in the Common Utility Trench, this payment will be in addition to the payment for "Common Utility Trench PVC Conduit."

Payment for saw cutting, trace wire, aggregate base, sand backfill, concrete cap, temporary pavement, and conduits are included in the payment for "Common Utility Trench PVC Conduit".

Payment for saw cutting, trace wire, aggregate base, and sand backfill, are included in the payment for the 8" PVC C900 water line.

**(DO NOT DETACH)**

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

**BID TO THE COUNTY OF TRINITY**

**DEPARTMENT OF TRANSPORTATION**

**CONTRACT NO. 20-185**

NAME OF BIDDER GILES EXCAVATING + PAVING INC.  
BUSINESS P.O. BOX N/A  
CITY, STATE, ZIP N/A  
BUSINESS STREET ADDRESS 51076 GREEN ACRES DRIVE  
(Please include even if P.O. Box used)  
CITY, STATE, ZIP ANDERSON, VA 22007  
TELEPHONE NO: AREA CODE ( ) 530-365-1685  
FAX NO: AREA CODE ( ) 530-378-2645  
CONTRACTOR LICENSE NO. 785968

The work for which this bid is submitted is for construction under the Special Provisions (including the payment of not less than the minimum wage rates set forth) and the contract annexed hereto, the project plans described below, and also under the Department of Transportation Standard Specifications dated 2018, Standard Plans dated 2018, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The special provisions for the work to be done are dated **November 2020** and are entitled:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
WEAVERVILLE, CALIFORNIA**

**NOTICE TO BIDDERS, SPECIAL PROVISIONS  
AND BID BOOK**

**FOR**

**TRINITY COUNTY SHERIFF DETENTION FACILITY  
JOINT UTILITY TRENCH**

**IN**

**TRINITY COUNTY, CALIFORNIA**

**CONTRACT NO. 20-185**

The project plans for the work to be done were approved **November 19, 2020** and are entitled:

**TRINITY COUNTY  
OFF-SITE UTILITY PLANS**

**AIRPORT ROAD, WEAVERVILLE, CA**

Bids are to be submitted for the entire work.

Trinity County has a fixed amount of funding available for expenditure on this contract, and it is the County's goal to accomplish as much work as funding will allow. If this contract is awarded, it will be made to the lowest responsible bidder whose total bid amount does not exceed Trinity County's available funding.

Failure to complete all items in the Bid may result in rejection of bids.

Complete for each unit basis item of work an item 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 this purpose. In the case of unit basis items, the amount set forth under the "Total" column will be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the unit price and the total for a unit basis item, the unit price prevails, except as provided in (a) or (b), as follows:

(a) If the amount of 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 in the item total column for the item will prevail and will be divided by the estimated quantity for the item and the price thus determining 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 Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed nonresponsive. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed nonresponsive 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 will 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 item total will prevail.

The above 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 at the discretion of the County of Trinity, and that discretion will be exercised in the manner deemed by the County of Trinity to best protect the public interest in the prompt and economical completion of the work. The decision of the

County of Trinity respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, will be final.

If the bid is determined to be the lowest responsive bid and the undersigned fails to sign the contract and to give the two bonds in the sums required, with surety satisfactory to the County within 10 calendar days after contract documents and bonds have been delivered to the contractor for completion, the County may, at its option, determine that you have abandoned the contract, and this bid and the acceptance of it will be null and void and the forfeiture of such security accompanying this proposal will operate and become be the property of the County.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the County of Trinity, 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 under the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION**

**TRINITY COUNTY SHERIFF DETENTION FACILITY  
JOINT UTILITY TRENCH**

**CONTRACT NO. 20-185**

**CONTRACTOR'S BID**

**ENGINEER'S ESTIMATE**

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	MOBILIZATION	LS	1	116215.32	116215.32
2	TRAFFIC CONTROL	LS	1	8712.00	8712.00
3	CLEARING & GRUBBING	LS	1	3870.00	3870.00
4	SWPPP (PREPARE)	LS	1	2613.00	2613.00
5	SWPPP (IMPLEMENT)	LS	1	1190.00	1190.00
6	REMOVE AND REPLACE CHAIN LINK FENCE	LS	1	2913.00	2913.00
7	REMOVE EXISTING FIRE HYDRANT AND CAP WATERLINE	EA	1	2137.00	2137.00
8	WATER (8" PVC C900)	LF	1,240	94.80	117552.00
9	GATE VALVE (8")	EA	4	3129.00	12516.00
10	GATE VALVE W/BLIND FLANGE AND 5' STUB (8")	EA	1	3431.00	3431.00
11	AIR VALVE ASSEMBLY	EA	1	5972.00	5972.00
12	HOT MIX ASPHALT (TYPE A)	TON	93	152.16	14150.88
13	FIRE HYDRANT ASSEMBLY W/6" GATE VALVE	EA	1	6572.00	6572.00
14	COMMON UTILITY TRENCH PVC CONDUIT (2-3", 3-4", 1-5")	LF	612	81.40	49816.80
15	TPUD SPLICE BOX (3'X5')	EA	3	6634.00	19902.00
16	TELEPHONE UTILITY BOX (17 1/2" X 30 1/2")	EA	3	1082.00	3246.00
17	CABLE UTILITY BOX (17 1/2" X 30 1/2")	EA	3	1082.00	3246.00
<b>BID TOTAL:</b>				274,055.00	

### SUBCONTRACTOR LIST

Bidding Firm: Giles Excavating & Paving Inc.  
DIR Registration No.: 1000012516

Under Public Contract Code § 4100 et seq., the Bidder must set forth in the bid the name, the location of the place of business, the California contractor license number, and the portion of work of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Under Labor Code Section 1725.5, subject to limited legal exceptions under Labor Code section 1771.1, the Bidder and all subcontractors must be registered with the Department of Industrial Relations and qualified to perform public work prior to submitting a bid. List all Subcontractor DIR registration numbers on this form.

The bidder must submit within 24 hours of the bid opening, the bid item numbers with percentages of the portion of work subcontracted. Failure to provide complete information will result in a nonresponsive bid.

Business Name and Address CA Contractor License No.	DIR Registration Number	Bid Item Number	Percent (%) of Bid Items (Describe portion of items subcontracted)	\$ Value of Work

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

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

GIES EXCAVATING & PAVING Inc.  
The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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



**PUBLIC CONTRACT CODE  
PUBLIC CONTRACT SECTION 10285.1 STATEMENT**

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

**Note:** You must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitutes 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 accordance 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 accordance 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 Bid. Signing this Bid on the signature portion constitutes signature of this Statement and Questionnaire.

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

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**NON-COLLUSION AFFIDAVIT**  
**Title 23, United States Code Section 112 and**  
**Public Contract Code Section 7106**

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

**Note:** The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion constitutes signature of this Non-collusion Affidavit.

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

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## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

You, under penalty of perjury, certify that, except as noted below, you or any other person associated 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 Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

SIGNATURE



Accompanying this bid is BIDDER'S BOND (NOTICE: Insert the words, "Cash (\$ \_\_\_\_\_)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in an amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid 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 co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

GILES EXCAVATING & PAVING INC  
MIKE GILES - PRESIDENT

Licensed in accordance with an act providing for the California registration of Contractors,  
License No. 705948 Expiration Date: 11/30/2022  
Classification(s) A

**ADDENDA -**

Receipt of Addendum No. 1 through Addendum No. 2 Acknowledged

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

Date: 12/17/2020



Signature and Title of Bidder

MIKE GILES  
PRESIDENT

Business Address 5676 GREEN ACRES DR. ANDERSON CA 96007

Place of Business 5676 GREEN ACRES DR ANDERSON CA 96007

Place of Residence 5676 GREEN ACRES DR ANDERSON CA 96007



COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
BIDDER'S BOND

CONTRACT NO. 20-185

KNOW ALL MEN BY THESE PRESENTS, THAT WE GILES EXCAVATING AND PAVING, INC

\_\_\_\_\_ as Principal, and  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as surety,

are held and firmly bound unto the County of Trinity in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County of Trinity for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Trinity to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

TRINITY COUNTY SHERIFF DETENTION FACILITY JOINT UTILITY TRENCH

IN

TRINITY COUNTY

for which bids are to be opened at Weaverville, CA, on Thur., December 3, 2020 at 4:00 PM.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the 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: DECEMBER 9, 2020.

(MG)

GILES EXCAVATING AND PAVING, INC

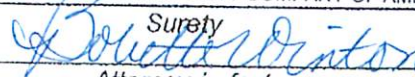


Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By



Attorney-in-fact

BOBETTE WINTON

TCSD - Joint Utility Trench  
CONTRACT NO. 20-185

Page 27 of 33

## ACKNOWLEDGMENT

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 SHASTA

On DECEMBER 3, 2020 before me, TINA COULTER, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared BOBETTE WINTON ~  
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 that 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.

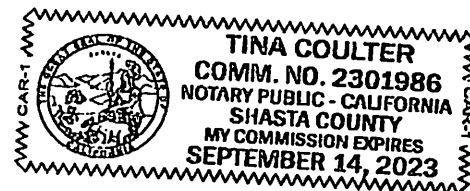
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)







**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint BOBETTE WINTON of REDDING CALIFORNIA, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3RD day of DECEMBER, 2026



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT NO. 20-185**

THIS AGREEMENT, made and concluded, in duplicate, between the County of Trinity, by the Department of Transportation 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 hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 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, workmanlike and substantial manner and to the satisfaction of the Department of Transportation, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, Federal Form 1273 attached as Exhibit B and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, Federal Form 1273 attached as Exhibit B and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated August 2019 and are entitled:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION  
WEAVERVILLE, CALIFORNIA**

**NOTICE TO BIDDERS, SPECIAL PROVISIONS  
AND BID BOOK**

**FOR**

**TRINITY COUNTY SHERIFF DETENTION FACILITY  
JOINT UTILITY TRENCH**

**IN**

**TRINITY COUNTY, CALIFORNIA**

**CONTRACT NO. 20-185**

**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 and the federal prevailing wage rates attached as Exhibit A 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 accordance 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 aforesaid, 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 Department of Transportation, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of 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:

**COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION**

**TRINITY COUNTY SHERIFF DETENTION FACILITY  
JOINT UTILITY TRENCH**

**CONTRACT NO. 20-185**

**CONTRACTOR'S BID**

**ENGINEER'S ESTIMATE**

	ITEM	UNIT OF MEASURE	ESTIMATE QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)

(Items in CONTRACT will be the  
same as those bid in PROPOSAL)

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

By   
By Chairman, Board of Supervisors  
  
Contractor

By \_\_\_\_\_

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

License No. \_\_\_\_\_

Federal Employer Identification

Number \_\_\_\_\_

Approved and certified as being in accordance with the requirements of the State Contract Act.

  
\_\_\_\_\_  
Attorney, County of Trinity

Approved Effective \_\_\_\_\_

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
*By Chairman, Board of Supervisors*

Contractor

By   
**MICHAEL GILES - PRESIDENT**

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

License No. 785968

Federal Employer Identification

Number 85-0502498

Approved and certified as being in accordance with the requirements of the State Contract Act.

\_\_\_\_\_  
Attorney, County of Trinity

Approved Effective \_\_\_\_\_

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

PERFORMANCE BOND  
CONTRACT NO. 20-185

KNOW ALL MEN BY THESE PRESENTS: Bond No. \_\_\_\_\_

**WHEREAS**, The County of Trinity, acting by and through the Department of Transportation, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

Install a joint utility trench including an 8" water line, and multiple utility conduits, plus associated valves and pull boxes, from Highway 3 to the new Trinity County Sheriff Detention Facility (TCSDf) in Weaverville, Trinity County, California. Also included is repaving roadway and runway areas damaged by trenching operations.

**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 and firmly bound unto the County of Trinity 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 bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Trinity, 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 \_\_\_\_\_, 2020

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.

COUNTY OF TRINITY  
DEPARTMENT OF TRANSPORTATION

**PERFORMANCE BOND  
CONTRACT NO. 20-185**

KNOW ALL MEN BY THESE PRESENTS: Bond No. \_\_\_\_\_

**WHEREAS**, The County of Trinity, acting by and through the Department of Transportation, has awarded to Contractor \_\_\_\_\_ hereafter designated as the "Contractor", a contract for the work described as follows:

Install a joint utility trench including an 8" water line, and multiple utility conduits, plus associated valves and pull boxes, from Highway 3 to the new Trinity County Sheriff Detention Facility (TCSDF) in Weaverville, Trinity County, California. Also included is repaving roadway and runway areas damaged by trenching operations.

**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 and firmly bound unto the County of Trinity 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 bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Trinity, 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 \_\_\_\_\_, 2020

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.

## ACKNOWLEDGEMENT

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  
City/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 that 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 PENALTY 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 TRINITY  
DEPARTMENT OF TRANSPORTATION

**PAYMENT BOND**  
(Section 3247, Civil Code)

**CONTRACT NO. 19-185**

**WHEREAS**, The County of Trinity, acting by and through the Department of Transportation, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_, hereafter designated as the "principal", a contract for the work described as follows:

Install a joint utility trench including an 8" water line, and multiple utility conduits, plus associated valves and pull boxes, from Highway 3 to the new Trinity County Sheriff Detention Facility (TCSDf) in Weaverville, Trinity County, California. Also included is repaving roadway and runway areas damaged by trenching operations.

**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 Section 18806 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 be fixed by the court. The Payment Bond must be issued by a surety company that is an "admitted surety" in the State of California. The contractor must provide a certificate from the insurance commissioner certifying that the surety certificate of authority was issued by the insurance commissioner.

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: \_\_\_\_\_, 2020

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.

TCSDf - Joint Utility Trench  
CONTRACT NO. 20-185

Page 34 of 33



## ACKNOWLEDGEMENT

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  
City/County of \_\_\_\_\_ §

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

personally appeared \_\_\_\_\_, who proved to  
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 PENALTY 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)

"Premium is for contract term and is subject to adjustment based on final contract price."

Bond No. 107287025

**COPY**

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:** GILES EXCAVATING & PAVING, INC.

**SURETY:** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

**OWNER:** COUNTY OF TRINITY DEPARTMENT OF TRANSPORTATION

### CONSTRUCTION CONTRACT

Date: 12/2020

Amount: \$274,055.20

Description: TRINITY COUNTY SHERIFF DETENTION FACILITY JOINT UTILITY TRENCH  
(Name and location)

### BOND

Date: JANUARY 15, 2021

(Not earlier than Construction Contract Date)

Amount: \$274,055.20

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: GILES EXCAVATING & PAVING, INC (Corporate Seal)

### SURETY

TRAVELERS CASUALTY AND SURETY  
Company: COMPANY OF AMERICA

(Corporate Seal)

Signature: 

Name and Title: MICHAEL GILES - PRES

Signature: 

Name and Title: BOBETTE WINTON  
ATTORNEY-IN-FACT

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY--Name, address and telephone)

### AGENT or BROKER:

NOR CAL PACIFIC INSURANCE SERVICES  
850 REMOR STREET  
REDDING, CA 96002

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

N/A

COPY

Handwritten notes and a circular stamp in the bottom right corner. The stamp contains the text "SEP 21 2021" and "11:11 AM".

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

3.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**14 Definitions**

**14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**16** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

N/A

Signature: \_\_\_\_\_

Name and Title:

Address:

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

N/A

Signature: \_\_\_\_\_

Name and Title:

Address:

## ACKNOWLEDGMENT

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 SHASTA

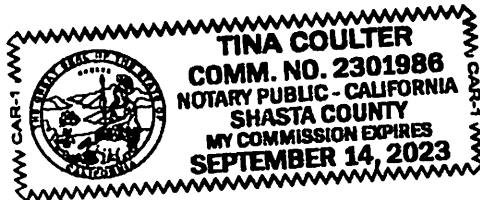
On JANUARY 15, 2021 before me, TINA COULTER, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared BOBETTE WINTON ~  
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 that 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 PENALTY 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)



**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BOBETTE WINTON** of **REDDING CALIFORNIA**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of JANUARY, 2021



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



"Premium is for contract term and is subject to adjustment based on final contract price."

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:** GILES EXCAVATING & PAVING, INC

**SURETY:** TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

**OWNER:**

COUNTY OF TRINITY DEPARTMENT OF TRANSPORTATION

### CONSTRUCTION CONTRACT

Date: 12/2020

Amount: \$274,055.20

Description: TRINITY COUNTY SHERIFF DETENTION FACILITY JOINT UTILITY TRENCH  
(Name and location)

### BOND

Date: JANUARY 15, 2021

(Not earlier than Construction Contract Date)

Amount: \$274,055.20

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: GILES EXCAVATING & PAVING, INC (Corporate Seal)

### SURETY

TRAVELERS CASUALTY AND SURETY  
Company: COMPANY OF AMERICA (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: MICHAEL GILES, PRES

Signature: \_\_\_\_\_

Name and Title: BOBETTE WINTON  
ATTORNEY-IN-FACT

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, address and telephone)

### AGENT or BROKER:

NOR CAL PACIFIC INSURANCE SERVICES  
850 REMOR STREET  
REDDING, CA 96002

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

N/A



1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5. 1. 1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to

undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**16 Definitions**

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any

individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

N/A

Signature: \_\_\_\_\_

Name and Title:

Address:

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

N/A

Signature: \_\_\_\_\_

Name and Title:

Address:

## ACKNOWLEDGMENT

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 SHASTA )

On JANUARY 15, 2021 before me, TINA COULTER, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared BOBETTE WINTON ~  
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 that 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 PENALTY 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)





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **BOBETTE WINTON** of **REDDING** CALIFORNIA, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

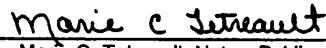
By:   
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of JANUARY, 2021



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nor Cal Pacific Insurance Services LIC #0D08482 P.O. Box 494249 Redding CA 96049-4249		<b>CONTACT NAME:</b> Sheryn Longmire <b>PHONE (A/C, No. Ext):</b> (530) 221-2300 <b>FAX (A/C, No):</b> (530) 221-2030 <b>E-MAIL ADDRESS:</b> sheryn-longmire@norcalpacific.com	
<b>INSURED</b> Speed's Painting, Inc. 12989 Dry Creek Road Redding CA 96003		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Contractors Bonding and Insurance Comp <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> G37206	

**COVERAGES** **CERTIFICATE NUMBER:** 20-21 GL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	C11SM7797-01	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000.00						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sierra Pacific Industries and All Related Entities are included as additional insured as per the attached endorsements.

\*10 day notice of cancellation applies to non-payment of premium.

## CERTIFICATE HOLDER

insurance@spi-ind.com

Sierra Pacific Industries and  
All Related Entities  
PO Box 496014  
Anderson, CA 96049

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Winton-AGT/JAUTT

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**CONTRACT CHANGE ORDER NO. 1 SUPPL. NO. \_\_\_\_\_**Trinity County Sheriff's Detention Facility – Joint  
**PROJECT DESCRIPTION:** Utility Trench **SHEET** 1 **OF** 1**LOCAL AGENCY CONTRACT NO.:** 20-185 **CALTRANS/FEDERAL CONTRACT NO.:** N/A**TO:** Giles Excavating & Paving **CONTRACTOR**

You are hereby directed to make the herein-described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

**Note: This change order is not effective until approved by the Engineer.**

Below is the description of the work to be done, estimates of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment is for that which is actually used and no allowance will be made for idle time.

**Change requested by:** ENGINEER

The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's estimate.

**Description of Changes:**

WA No.	Description	Amount
1.0	Time Extension Due to Contract Execution Delays	\$0.00
2.1	Payment Adjustment at Agreed Unit Price for upgrading pipe from C900 DR18 to C900 DR14. WCSSD determined pressure was too high for DR18 after bid and required this change.	\$23,188.00
3.1	Payment Adjustment at Agreed Lump Sum Price for upgrading 6" pipe to fire hydrant. Pipe was upgraded from C900 DR18 to C900 DR14	\$112.24
	<b>Total Increase</b>	<b>\$23,300.24</b>

By reason of this order, the time of completion will be adjusted as follows: Complete waterline by April 15<sup>th</sup>, 2021 Estimated Cost: \_\_\_\_\_ Increase **\$ 23,300.24**

Approval Recommended by: Andrew Pence Date: 4-8-21  
Andrew Pence, Project Manager

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Tippet, Director of Transportation

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will therefore accept as full payment the prices shown above.

Accepted Date: \_\_\_\_\_ Contractor: Giles Excavating & Paving, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.



# WORK AUTHORIZATION

WORK AUTH. NO. 1.0

## Contract No, 20-185, Trinity County Sheriff's Detention Facility – Joint Utility Trench

County of Trinity Dept. of Transportation • PO Box 2490, Weaverville, CA 96093 • P: (530)623-1365 F: (530)623-5312  
Giles Excavating & Paving, Inc. • 5676 Green Acres Dr., Anderson, CA 96007 • P: (530)365-1685 F: (530)378-2645

SUBJECT:	Time Extension
Estimated Adj. of Contract Sum:	\$ 0
Estimated Adj. of Contract Time:	Extend waterline and dry utility completion date to February 15, 2021
Related Documents:	N/A
Date:	1-11-2021

You are hereby authorized to proceed with the work and provide the labor, material and equipment necessary to incorporate the work as outlined in the attached Letter of Instruction or RFI. The Owner's Representative and the Architect have reviewed the referenced Letter of Instruction and/or RFI and have determined the work described therein to be essential. All costs will be compensated on a Lump Sum or T&M basis for a Not-to-Exceed amount of \$ 0. Pricing will be subject to verification and negotiations. Upon receipt of a detailed cost proposal and/or CPM sub-network schedule a Change Order, if found appropriate, will be issued to the Contractor authorizing a change in the contract amount and/or completion date.

### DESCRIPTION OF WORK:

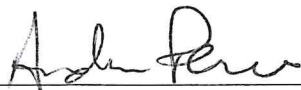
Section 8-1.05 of the special provisions require that the waterline and dry utilities be installed and operational by February 1<sup>st</sup>, 2021. Due to unforeseen delays in processing and awarding the contract, additional time will be required to complete the installation of the waterline and utility conduit. This work authorization extends the above referenced completion date to March 15<sup>th</sup>, 2021.

Adjustment of contract cost is not applicable to this work authorization.

### ATTACHMENT(S):

N/A

Issued by:



Name

Sr. Engineer

Title

1/11/2021

Date

# WORK AUTHORIZATION

# WORK AUTH. NO. 2.1

Contract No, 20-185, Trinity County Sheriff's Detention Facility – Joint Utility Trench

County of Trinity Dept. of Transportation • PO Box 2490, Weaverville, CA 96093 • P: (530)623-1365 F: (530)623-5312

Giles Excavating & Paving, Inc. • 5676 Green Acres Dr., Anderson, CA 96007 • P: (530)365-1685 F: (530)378-2645

SUBJECT:	Waterline Pipe Change
Estimated Adj. of Contract Sum:	\$ 23,188
Estimated Adj. of Contract Time:	Extend waterline and dry utility completion date to April 15, 2021
Related Documents:	N/A
Date:	4-8-2021

You are hereby authorized to proceed with the work and provide the labor, material and equipment necessary to incorporate the work as outlined in the attached Letter of Instruction or RFI. The Owner's Representative and the Architect have reviewed the referenced Letter of Instruction and/or RFI and have determined the work described therein to be essential. All costs will be compensated on a Lump Sum or T&M basis for a Not-to-Exceed amount of \$ 23,188. Pricing will be subject to verification and negotiations. Upon receipt of a detailed cost proposal and/or CPM sub-network schedule a Change Order, if found appropriate, will be issued to the Contractor authorizing a change in the contract amount and/or completion date.

## DESCRIPTION OF WORK:

### PAYMENT ADJUSTMENT AT AGREED UNIT PRICE:

Revise Work Authorization 2.0 to include additional labor and markup for changing 8" PVC C900 water pipe from to 8" PVC C900 DR14 water pipe. Work Authorization 2.1 replaces Work Authorization 2.0.

#### Item #8 – Water (8" PVC C900)

Original pipe cost for 8" DR18 = \$94.80 / LF

Agreed Increase in 8" C900 Unit Price = 18.70 / LF

Revised Unit Cost = original unit cost + \$18.70 = \$94.80 / LF + \$18.70 / LF = \$113.50 / LF

#### Total increase for Item #8

Original bid = 1240 x \$94.80 = \$117,552.00

New Amount = 1,240 x \$113.50 = \$140,740.00

**Item #8 Total Payment Increase = \$23,188**

A 2-week lead time is required for ordering the new pipe. The contractor has requested additional time due to heavy rains. Contract time to complete installation of waterline and conduit is adjusted from March 15, 2021 to April 15, 2021.

## ATTACHMENT(S):

Ferguson Waterworks email / quotation – DR18 and DR14.  
Estimated labor and equipment increase.

Issued by:

  
Name

Sr. Engineer

Title

4/8/2021

Date



## Andrew Pence

---

**From:** Michael Giles <gilesexcavating@yahoo.com>  
**Sent:** Friday, February 26, 2021 5:42 PM  
**To:** Andrew Pence  
**Subject:** DR14

Andy

As we discussed, the added weight of the 8" DR14 changes the installation from manual to machine assisted. That means using a mini excavator and sling to pick the pipe and assist with the installation. This will require a mini excavator, operator and laborer. And it will add time to the process. We bid the job for 7 days to install the 8" water line. For the extra cost, refer to the following calculations:

Extra Time:

$1,240' / 20' = 62$  sticks of pipe x 5 mins. per stick / 60 mins = 5.2 hrs = 1 day

Crew and Equipment	1day x \$9,709.00	=	\$9,709.00
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Extra Crew and Equipment:

Mini Excavator	8 days x \$492.00	=	\$3,936.00
Operator	8 days x \$1,063.00	=	\$8,504.00
Laborer	8 days x \$738.00	=	\$5,904.00

Cost increase for DR14			\$6,918.00
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TOTAL			\$34,971.00
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$\$34,971.00 / 1,240' = \$28.20$  per foot increase

Please respond with the work authorization asap as we are starting the project on Monday and do not want any delays.

Thanks

Mike Giles



## EXCAVATING & PAVING

**License No. 785968 Classification A - General Engineering**

**DIR No.1000012516**

**gilesexcavating@yahoo.com**

**P.O. Box 1386, Anderson, CA 96007**

**(530) 365-1685**

**Fax 378-2645**

March 3, 2021

RE: Change Oder No. 1

Andy,

Excavator rate is based on I-5 Rentals - 2020 Rental Rates

8K Mini Excavator \$325 per day plus \$75 per day for fuel = \$400

Labor Rates are based on DIR Dated August 22, 2020 expires June 27, 2021

Operating Engineers Area 1 Group 3 - \$80.04 per hour plus 35% labor burden = \$108.05 per hour

Laborer Area 2 Group 3 - \$58.34 per hour plus 35% labor burden = \$78.76 per hour

For bidding, we generally use - Operator \$108 and Laborer \$75

On top of cost we add 23% - 10% overhead, 10% profit, 3% Bond

My calculation for CO#1 is as follows:

Mini Excavator	1 Day x	$\$400.00 + 23\% = \$492.00$ per day
Operator	8 Hrs x \$108 =	$\$864.00 + 23\% = \$1,063.00$ per day
Laborer	8 Hrs x \$75 =	$\$600.00 + 23\% = \$738.00$ per day

Call with any questions.

Regards  
Mike Giles

Work Authorization No. 2.1 Cost Breakdown @ force account rates

Item	Rate	hrs / day	days	Labor Surcharge (%)	Markup (%)	Surcharge (\$)	Labor Cost(\$)	Markup (\$)	Total Cost	Giles Proposed	Difference	Notes
kubota kx 040-4	\$ 42.83	8	8		15%			\$ 411.17	\$ 3,152.29	\$ 3,936.00	\$ 783.71	compare to Caterpillar 305C
Light Truck	\$ 27.42	4	4		15%			\$ 32.90	\$ 252.26		\$ (252.26)	
Trailer	\$ 5.87	4	2		15%			\$ 7.04	\$ 54.00		\$ (54.00)	
operator	\$ 80.04	8	8	10%	35%	\$ 512.26	\$ 5,634.82	\$ 1,972.19	\$ 7,607.00	\$ 8,504.00	\$ 897.00	I need to include the 6" pipe in a different calculation.
laborer	\$ 58.34	8	8	10%	35%	\$ 373.38	\$ 4,107.14	\$ 1,437.50	\$ 5,544.63	\$ 5,904.00	\$ 359.37	
8" C900 cost increase	\$ 5,716.40				15%			\$ 857.46	\$ 6,573.86	\$ 6,918.00	\$ 344.14	
Total										\$ 23,184.05	\$ 25,262.00	\$ 2,077.95

Total linear feet pipe = 1240

Increase in Cost / LF = \$ 18.70

Giles Proposed increase cost / LF = \$ 20.37

To: claytonolds@yahoo.com; john.schmit@ferguson.com; gilesexcavating@yahoo.com; daltong81@gmail.com

Date: Friday, February 5, 2021, 3:16 PM PST

Hi Clayton,

The total change order is as follows (before tax):

DR14 Package price: \$17,960.00

DR18 package price: \$12,053.80

Total Change order increase: \$5,906.20

**From:** Clayton Olds <claytonolds@yahoo.com>

**Sent:** Friday, February 05, 2021 2:59 PM

**To:** John Schmit <John.Schmit@Ferguson.com>; gilesexcavating@yahoo.com; daltong81@gmail.com; Mike Rover <Mike.Rover@Ferguson.com>

**Subject:** Re: Trinity Jail Offsite Utilities Quote

Mike,

Just to confirm, this is the additional price from C900 to DR 14?

## IRON HORSE CONSTRUCTION

Clayton Olds

PO Box 459

Palo Cedro, CA 96073

530-604-3337

[Claytonolds@yahoo.com](mailto:Claytonolds@yahoo.com)

## FERGUSON WATERWORKS #1423

Price Quotation

Phone: 530-221-0878

Fax: 530-221-2082

**Bid No:** B414842  
**Bid Date:** 02/05/21  
**Quoted By:** MSR

**Cust Phone:** 530-365-1685  
**Terms:** NET 10TH PROX

**Customer:** GILES EXCAVATING & PAVING  
 TCSDF JOINT UTILITY TRENC  
 PO BOX 1386  
 ANDERSON, CA 96007

**Ship To:** GILES EXCAVATING & PAVING  
 TCSDF JOINT UTILITY TRENC  
 PO BOX 1386  
 ANDERSON, CA 96007

**Cust PO#:** DR14 WITH REST CHG

**Job Name:** TCSDF JOINT UTILITY TRENC

Item	Description	Quantity	Net Price	UM	Total
DR14BPU	6 C900 DR14 PVC GJ BLUE PIPE	40	8.000	FT	320.00
DR14BPX	8 C900 DR14 PVC GJ BLUE PIPE	1260	14.000	FT	17640.00

**Net Total:** \$17960.00  
**Tax:** \$1391.90  
**Freight:** \$0.00  
**Total:** \$19351.90

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
 WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



### HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1425&on=451155>



# Bid Item 07 Remove & Cap Hydrant Line

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MJTCAPLAUK	6 X 2 Mechanical Joint C153 IPT Tap on Pipe Cap Less Accessories	EA	1	\$45.11	\$45.11
SSLCEP6	6 PVC Wedge Restraint Gland Pack *ONELOK	EA	1	\$55.05	\$55.05

: **\$100.16**

Bid Item 07 Remove & Cap Hydrant Line: **\$100.16**

## Bid Item 08 8" PVC Water Main

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MJ1LAX	8 Mechanical Joint C153 11-1/4 BEND Less Accessories	EA	1	\$72.35	\$72.35
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$74.26	\$148.52
DR18BPX	8 C900 DR18 PVC Gasket Joint Blue Pipe	FT	1260	\$9.39	\$11,831.40
B04060	Gallon Pipe LUBE	EA	3	\$18.50	\$55.50
PSD2105B52	2 X 1000 Underground Detectable Water Blue	EA	2	\$25.00	\$50.00
CPL204	JOHNNY MOP	EA	7	\$2.15	\$15.05
D732101C	10.1 oz MP RTV Silicone Seal CLEA	EA	2	\$15.00	\$30.00
TW10SLDTHHNBL500	WIRE 10 THHN SLD Copper Blue	M	1500	\$275.00	\$412.50
FYX	8 Ductile Iron 125# C110 Flange Wye	EA	1	\$344.25	\$344.25
PBNSETUX	6 - 8 Plate Flange N&B Set A307	EA	1	\$10.17	\$10.17
FNWR1RGAX	8 Red Rubber 1/8 150# Ring Gasket	EA	1	\$4.96	\$4.96
MJFALAX	8 Mechanical Joint X Flange C153 Adapter Less Accessories	EA	1	\$83.40	\$83.40
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	1	\$74.26	\$74.26
FTX	8 Ductile Iron 125# C110 Flange Tee	EA	1	\$294.47	\$294.47
MJ9LAX	8 Mechanical Joint C153 90 BEND Less Accessories	EA	1	\$100.00	\$100.00
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$74.26	\$148.52
CHTH5LB	5LB CHLR TABLETS	EA	2	\$25.00	\$50.00

: **\$13,725.35**

Bid Item 08 8" PVC Water Main: **\$13,725.35**

12/1/2020

Page 2 of 6

**Bid Item 13 Fire Hydrant Assembly w/6" GV**

<b>Alt</b>	<b>Description / Comments</b>	<b>UM</b>	<b>Qty</b>	<b>Final Bid Price</b>	<b>Extended Bid Price</b>
MJFTLAXU	8 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	1	\$138.29	\$138.29
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$74.26	\$148.52
PBNSETUX	6 - 8 Plate Flange N&B Set A307	EA	1	\$10.17	\$10.17
FNWR1RG AU	6 Red Rubber 1/8 150# Ring Gasket	EA	1	\$2.52	\$2.52
MA236119UOL	6 Mechanical Joint X Flanged Ductile Iron Resilient Wedge Open Left GATE Valve Less Accessories	EA	1	\$650.00	\$650.00
SSLCEP6	6 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$55.05	\$110.10
CG5	G-5BOX Valve Box L/LID	EA	1	\$40.00	\$40.00
CG5C	G-5C Valve Box Cast Iron LID Water	EA	1	\$28.00	\$28.00
DR18BPU	6 C900 DR18 PVC Gasket Joint Blue Pipe	FT	40	\$5.56	\$222.40

: **\$1,350.00**

Bid Item 13 Fire Hydrant Assembly w/6" GV: **\$1,350.00**

<b><u>GRAND TOTAL (TAX NOT INCLUDED):</u></b>	<b><u>\$24,024.57</u></b>
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# WORK AUTHORIZATION

WORK AUTH. NO. 3.1

Contract No, 20-185, Trinity County Sheriff's Detention Facility – Joint Utility Trench

County of Trinity Dept. of Transportation • PO Box 2490, Weaverville, CA 96093 • P: (530)623-1365 F: (530)623-5312  
Giles Excavating & Paving, Inc. • 5676 Green Acres Dr., Anderson, CA 96007 • P: (530)365-1685 F: (530)378-2645

SUBJECT:	Waterline Pipe Change to Fire Hydrant
Estimated Adj. of Contract Sum:	\$ 112.24
Estimated Adj. of Contract Time:	N/A
Related Documents:	N/A
Date:	4-8-2021

You are hereby authorized to proceed with the work and provide the labor, material and equipment necessary to incorporate the work as outlined in the attached Letter of Instruction or RFI. The Owner's Representative and the Architect have reviewed the referenced Letter of Instruction and/or RFI and have determined the work described therein to be essential. All costs will be compensated on a Lump Sum or T&M basis for a Not-to-Exceed amount of \$ 97.60. Pricing will be subject to verification and negotiations. Upon receipt of a detailed cost proposal and/or CPM sub-network schedule a Change Order, if found appropriate, will be issued to the Contractor authorizing a change in the contract amount and/or completion date.

## DESCRIPTION OF WORK:

### PAYMENT ADJUSTMENT AT AGREED LUMP SUM PRICE:

Replaces WA No. 3.0 to change 6" PVC C900 water pipe from DR18 to DR14, due to higher water pressures than originally anticipated.

#### Item #13 – Fire Hydrant Assembly w/6" Gate Valve

Original pipe cost for 40' x 6" DR18 = \$222.40

Revised pipe cost for 40' x 6" DR14 = \$320.00

Increase in 6" C900 purchase cost = \$320.00 – 222.40 = \$97.60

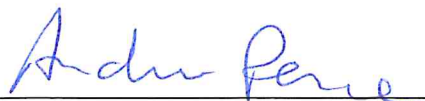
15% markup per section 9-1.04C of Caltrans Standard Specifications = .15 x \$97.60 = \$14.64

**Total increase = \$97.60 + \$14.64 = \$112.24**

## ATTACHMENT(S):

Ferguson Waterworks email / quotation – DR18 and DR14

Issued by:



Name

Sr. Engineer

Title

4/8/2021

Date

To: claytonolds@yahoo.com; john.schmit@ferguson.com; gilesexcavating@yahoo.com; daltong81@gmail.com

Date: Friday, February 5, 2021, 3:16 PM PST

Hi Clayton,

The total change order is as follows (before tax):

DR14 Package price: \$17,960.00

DR18 package price: \$12,053.80

Total Change order increase: \$5,906.20

**From:** Clayton Olds <claytonolds@yahoo.com>

**Sent:** Friday, February 05, 2021 2:59 PM

**To:** John Schmit <John.Schmit@Ferguson.com>; gilesexcavating@yahoo.com; daltong81@gmail.com; Mike Rover <Mike.Rover@Ferguson.com>

**Subject:** Re: Trinity Jail Offsite Utilities Quote

Mike,

Just to confirm, this is the additional price from C900 to DR 14?

## IRON HORSE CONSTRUCTION

Clayton Olds

PO Box 459

Palo Cedro, CA 96073

530-604-3337

[Claytonolds@yahoo.com](mailto:Claytonolds@yahoo.com)

## FERGUSON WATERWORKS #1423

Price Quotation

Phone: 530-221-0878

Fax: 530-221-2082

Bid No: B414842

Bid Date: 02/05/21

Quoted By: MSR

Cust Phone: 530-365-1685

Terms: NET 10TH PROX

Customer: GILES EXCAVATING & PAVING  
 TCSDJ JOINT UTILITY TRENC  
 PO BOX 1386  
 ANDERSON, CA 96007

Ship To: GILES EXCAVATING & PAVING  
 TCSDJ JOINT UTILITY TRENC  
 PO BOX 1386  
 ANDERSON, CA 96007

Cust PO#: DR14 WITH REST CHG

Job Name: TCSDJ JOINT UTILITY TRENC

Item	Description	Quantity	Net Price	UM	Total
DR14BPU	6 C900 DR14 PVC GJ BLUE PIPE	40	8.000	FT	320.00
DR14BPX	8 C900 DR14 PVC GJ BLUE PIPE	1260	14.000	FT	17640.00

Net Total: \$17960.00  
 Tax: \$1391.90  
 Freight: \$0.00  
 Total: \$19351.90

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

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 Govt Buyers: All items are open market unless noted otherwise.

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WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



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<https://survey.medallia.com/?bidsorder&fc=1425&on=451155>

# Bid Item 07 Remove & Cap Hydrant Line

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MJTCAPLAUK	6 X 2 Mechanical Joint C153 IPT Tap on Pipe Cap Less Accessories	EA	1	\$45.11	\$45.11
SSLCEP6	6 PVC Wedge Restraint Gland Pack *ONELOK	EA	1	\$55.05	\$55.05

: **\$100.16**

Bid Item 07 Remove & Cap Hydrant Line: \$100.16

# Bid Item 08 8" PVC Water Main

Alt	Description / Comments	UM	Qty	Final Bid Price	Extended Bid Price
MJ1LAX	8 Mechanical Joint C153 11-1/4 BEND Less Accessories	EA	1	\$72.35	\$72.35
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$74.26	\$148.52
DR18BPX	8 C900 DR18 PVC Gasket Joint Blue Pipe	FT	1260	\$9.39	\$11,831.40
B04060	Gallon Pipe LUBE	EA	3	\$18.50	\$55.50
PSD2105B52	2 X 1000 Underground Detectable Water Blue	EA	2	\$25.00	\$50.00
CPL204	JOHNNY MOP	EA	7	\$2.15	\$15.05
D732101C	10.1 oz MP RTV Silicone Seal CLEA	EA	2	\$15.00	\$30.00
TW10SLDTHHNBL500	WIRE 10 THHN SLD Copper Blue	M	1500	\$275.00	\$412.50
FYX	8 Ductile Iron 125# C110 Flange Wye	EA	1	\$344.25	\$344.25
PBNSETUX	6 - 8 Plate Flange N&B Set A307	EA	1	\$10.17	\$10.17
FNWR1RGAX	8 Red Rubber 1/8 150# Ring Gasket	EA	1	\$4.96	\$4.96
MJFALAX	8 Mechanical Joint X Flange C153 Adapter Less Accessories	EA	1	\$83.40	\$83.40
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	1	\$74.26	\$74.26
FTX	8 Ductile Iron 125# C110 Flange Tee	EA	1	\$294.47	\$294.47
MJ9LAX	8 Mechanical Joint C153 90 BEND Less Accessories	EA	1	\$100.00	\$100.00
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$74.26	\$148.52
CHTH5LB	5LB CHLR TABLETS	EA	2	\$25.00	\$50.00

: **\$13,725.35**

Bid Item 08 8" PVC Water Main: \$13,725.35

12/1/2020

Page 2 of 6



**Bid Item 13 Fire Hydrant Assembly w/6" GV**

<b>Alt</b>	<b>Description / Comments</b>	<b>UM</b>	<b>Qty</b>	<b>Final Bid Price</b>	<b>Extended Bid Price</b>
MJFTLAXU	8 X 6 Mechanical Joint X Flange C153 Tee Less Accessories	EA	1	\$138.29	\$138.29
SSLCEP8	8 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$74.26	\$148.52
PBNSETUX	6 - 8 Plate Flange N&B Set A307	EA	1	\$10.17	\$10.17
FNWR1RGAU	6 Red Rubber 1/8 150# Ring Gasket	EA	1	\$2.52	\$2.52
MA236119UOL	6 Mechanical Joint X Flanged Ductile Iron Resilient Wedge Open Left GATE Valve Less Accessories	EA	1	\$650.00	\$650.00
SSLCEP6	6 PVC Wedge Restraint Gland Pack *ONELOK	EA	2	\$55.05	\$110.10
CG5	G-5BOX Valve Box L/LID	EA	1	\$40.00	\$40.00
CG5C	G-5C Valve Box Cast Iron LID Water	EA	1	\$28.00	\$28.00
DR18BPU	6 C900 DR18 PVC Gasket Joint Blue Pipe	FT	40	\$5.56	\$222.40

: **\$1,350.00**

Bid Item 13 Fire Hydrant Assembly w/6" GV: **\$1,350.00**

<b><u>GRAND TOTAL (TAX NOT INCLUDED):</u></b>	<b><u>\$24,024.57</u></b>
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**CONTRACT CHANGE ORDER NO. 2 SUPPL. NO. \_\_\_\_\_**

Trinity County Sheriff's Detention Facility – Joint  
**PROJECT DESCRIPTION:** Utility Trench **SHEET** 1 **OF** 1

**LOCAL AGENCY CONTRACT NO.:** 20-185 **CALTRANS/FEDERAL CONTRACT NO.:** N/A

**TO:** Giles Excavating & Paving **CONTRACTOR**

You are hereby directed to make the herein-described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract.

**Note: This change order is not effective until approved by the Engineer.**

Below is the description of the work to be done, estimates of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment is for that which is actually used and no allowance will be made for idle time.

**Change requested by:** ENGINEER

The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's estimate.

**Description of Changes:**

WA No.	Description	Amount
4.0	Time Extension Due to unforeseen subsurface site conditions	\$0.00
5.0	Payment Adjustment at Agreed Lump Sum for pavement overlay of Airport Road and a decrease in contract item #12, Hot Mix Asphalt. These changes are due to unknown large cobbles directly under the pavement surface, which caused it to be infeasible to backfill and pave as originally planned.	\$63,198.96
	<b>Total Increase</b>	<b>\$63,198.96</b>

By reason of this order, the time of completion will be adjusted as follows: **Contract work completed by November 15, 2021** Estimated Cost: **Increase \$ 63,198.96**

Approval Recommended by: Andrew Pence Date: 6/30/21  
 Andrew Pence, Project Manager

Approved by: Richard Tippet Date: \_\_\_\_\_  
 Richard Tippet, Director of Transportation

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will therefore accept as full payment the prices shown above.

Accepted Date: \_\_\_\_\_ Contractor: Giles Excavating & Paving, Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

# WORK AUTHORIZATION

WORK AUTH. NO. 4.0

## Contract No, 20-185, Trinity County Sheriff's Detention Facility – Joint Utility Trench

County of Trinity Dept. of Transportation • PO Box 2490, Weaverville, CA 96093 • P: (530)623-1365 F: (530)623-5312  
Giles Excavating & Paving, Inc. • 5676 Green Acres Dr., Anderson, CA 96007 • P: (530)365-1685 F: (530)378-2645

SUBJECT:	Time Extension
Estimated Adj. of Contract Sum:	\$ 0
Estimated Adj. of Contract Time:	Extend final contract completion date to November 15, 2021
Related Documents:	N/A
Date:	6-30-2021

You are hereby authorized to proceed with the work and provide the labor, material and equipment necessary to incorporate the work as outlined in the attached Letter of Instruction or RFI. The Owner's Representative and the Architect have reviewed the referenced Letter of Instruction and/or RFI and have determined the work described therein to be essential. All costs will be compensated on a Lump Sum or T&M basis for a Not-to-Exceed amount of \$ 0. Pricing will be subject to verification and negotiations. Upon receipt of a detailed cost proposal and/or CPM sub-network schedule a Change Order, if found appropriate, will be issued to the Contractor authorizing a change in the contract amount and/or completion date.

DESCRIPTION OF WORK:
Section 8-1.05 of the special provisions require that construction of paving repairs be completed by June 30, 2021. Due to unforeseen subsurface conditions, additional time is required to select a repair method. This work authorization extends the above referenced completion date to November 15, 2021. All contract work must be completed by November 15, 2021.
Adjustment of contract cost is not applicable to this work authorization.

ATTACHMENT(S):
N/A

Issued by:	Sr. Engineer	6/30/2021
Name	Title	Date



# WORK AUTHORIZATION

WORK AUTH. NO. 5.0

Contract No, 20-185, Trinity County Sheriff's Detention Facility – Joint Utility Trench

County of Trinity Dept. of Transportation • PO Box 2490, Weaverville, CA 96093 • P: (530)623-1365 F: (530)623-5312  
Giles Excavating & Paving, Inc. • 5676 Green Acres Dr., Anderson, CA 96007 • P: (530)365-1685 F: (530)378-2645

SUBJECT:	Pavement on Airport Road
Estimated Adj. of Contract Sum:	\$ 63,198.96
Estimated Adj. of Contract Time:	N/A
Related Documents:	N/A
Date:	9-16-2021

You are hereby authorized to proceed with the work and provide the labor, material and equipment necessary to incorporate the work as outlined in the attached Letter of Instruction or RFI. The Owner's Representative and the Architect have reviewed the referenced Letter of Instruction and/or RFI and have determined the work described therein to be essential. All costs will be compensated on a Lump Sum or T&M basis for a Not-to-Exceed amount of \$ 63,198.96 . Pricing will be subject to verification and negotiations. Upon receipt of a detailed cost proposal and/or CPM sub-network schedule a Change Order, if found appropriate, will be issued to the Contractor authorizing a change in the contract amount and/or completion date.

DESCRIPTION OF WORK:
<b>Decrease in Contract Item at Contract Item Price:</b> Airport road cannot be patched per plan due to large cobble directly under chip seal surfacing. Paving of airport runway and Highway 3 will be paid at contract unit price, but item #12 will be reduced by approximately 81.5 Tons due to reduction of quantity on Airport Road.  <u>Item #12 – Hot Mix Asphalt (Type A)</u> Decrease in HMA = -81.5 Tons x \$152.16 = <b>-\$12,401.04</b>  <b>PAYMENT ADJUSTMENT AT AGREED LUMP SUM PRICE:</b> Instead of patching trench area with HMA, overlay entire 20' width of Airport Road with 3" HMA where surfacing was removed to install waterline. HMA overlay will consist of approximately 1" leveling course and 2" finish course. The limits of the overlay are the new Caltrans paving at the intersection of Highway 3 to 10' beyond the joint utility trench road crossing. 15' length of existing pavement will be removed at the Caltrans conform to allow for a full depth tie in. The north end of the overlay will be tapered onto the existing chip seal surfacing.  Agreed Lump Sum Price = <b>\$75,600.00</b>  <b>Total Cost Adjustment = -\$12,401.04 + \$75,600.00 = \$63,198.96</b>

## ATTACHMENT(S):

None

Issued by:	Andrew Pence	Sr. Engineer	9/16/2021
	Name	Title	Date