

E1

B/C

CONTRACT NO. 01 - 0B7704

NAME OF BIDDER VSS International, Inc.
BUSINESS P.O. BOX PO box 981330
CITY, STATE, ZIP West Sacramento CA 95798
BUSINESS STREET ADDRESS 3785 Channel Dr.
(Include even if P.O. Box used)
CITY, STATE, ZIP West Sacramento CA 95691
TELEPHONE NO: AREA CODE (916) 373-1500
FAX NO: AREA CODE (916) 373-0183
CONTRACTOR LICENSE NO. 293727

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.
2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:
 - 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
 - 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
 - 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
 - 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
 - 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.
For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.
For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:

1, 2,

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ _____, Cashiers Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract

BY (Authorized Signatory)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Alan S. Berger
Vice President

3-20-13

BID ITEM LIST

E1

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	2,100.00
2	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	11,500.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	38,500.00
4	128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	3	1,840.00	5,520.00
5	130100	JOB SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	502.50
6	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	LUMP SUM	LUMP SUM	1,500.00
7	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	1,190	1.05	1,249.50
8	150715	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	280	4.20	1,176.00
9	370001	SAND COVER (SEAL)	TON	220	39.00	8,580.00
10	370120	ASPHALT-RUBBER BINDER	TON	320	850.00	272,000.00
11	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TON	31	650.00	20,150.00
12	375030	SCREENINGS (HOT-APPLIED)	TON	1,790	155.00	277,450.00
13	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	143,000	0.42	60,060.00
14	840506	8" THERMOPLASTIC TRAFFIC STRIPE	LF	600	1.00	600.00
15	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	280	3.15	882.00
16	840523	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 12-3)	LF	1,010	0.20	202.00
17	840525	4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 36-12)	LF	1,750	0.20	350.00
18	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	40	5.25	210.00
19	850122	PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	3,010	6.30	18,963.00

TOTAL BID:

\$ 721,495.00

TM

SUBCONTRACTOR LIST

DES-OE-0102.2 (REV 3/2011)

Bidder Name: VSS International, Inc.

The bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (916) 227-6282 within 24 hours after the bid opening. Failure to provide complete information in columns 1 through 4 within the time specified will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work
Linear Options, Inc. 792 Durham Dayton Highway Durham, CA 95938	1, 7-8, 13-19	100%	Lead Compl. Plan Striping / Striping Removal
	partial 3	35.7%	Partial T/C
Sambano Traffic Control INC.	2, 4	100%	CAS, PCHS
10057 Collings Road Wilton, CA 95693	Partial 3	61.1%	Partial T/C

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

TM

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

CONTRACT NO. 01 - 0B7704

Complete one of the following:

• **Small Business Preference**

The undersigned requests small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs § 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number: _____

Date: _____

Signature: _____

• **Non-Small Business Preference**

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs § 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: 3-20-13

Signature: _____

Alan S. Berger
Vice President

CALIFORNIA COMPANY PREFERENCE

DES-OE-0102.9 (REV 11/2008)

This form must be completed and signed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code § 6107 and meets one of the following (check appropriate box and enter requested information):

I am a California company which has its principal place of business in California.

or

I am a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.

Name of State: _____

or

I am a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.

Name of State: _____

California Sales or Use Tax No.: _____

or

The undersigned certifies that it is not a "California company." (Check box and enter requested information.)

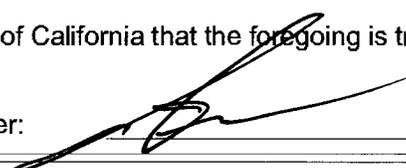
I am not a California company. My principal place of business is in _____
(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business. (Attach additional sheets if necessary.)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3-20-13

Signature of Bidder: _____



Alan S. Berger
Vice President

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

We VSS International, Inc.

P.O. Box 981330, West Sacramento, CA 95798 as Principal, and
Western Surety Company

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Contract No. 01-0B7704, For Construction on State Highway
(Copy here the exact description of work, including location, as it appears on the proposal)
in Humboldt County near Weitchpec from Klamath River Bridge 04-0144 to Slate Creek Bridge
for which bids are to be opened at Sacramento, CA

(insert place where bids will be opened)
on March 20, 2013
(insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms 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 (if specified in the contract) 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 a suit is brought upon this bond by the Obligee and judgment 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: March 18, 2013.

Correspondence or claims relating to this bond should be sent to the surety at the following address: Western Surety Company
P. O. Box 5077
Sioux Falls, SD 57117-5077

VSS International, Inc.

By: [Signature] Alan S. Berger
Principal Vice President

Western Surety Company

By: [Signature]
surety
Rosalie A. Miskziel *Attorney-in-Fact*



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento }

On this March 18, 2013 before me, Lynn E. Patton, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Rosalie A. Miskziel
Name(s) of Signer(s)

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.

(SEAL)
LYNN E. PATTON
Commission # 1999867
Notary Public - California
Sacramento County
My Comm. Expires Dec 3, 2016

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public
Lynn E. Patton

ACKNOWLEDGMENT

State of California
County of Yolo)

On March 19, 2013 before me, Jamie Davis-Holtz, Notary Public
(insert name and title of the officer)

personally appeared Alan S. Berger,
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.

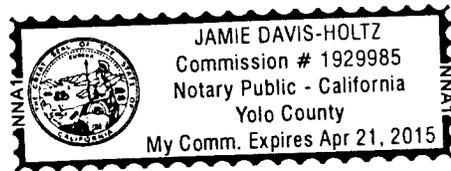
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Rosalie A Miszkiel, P A Gouker, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of October, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

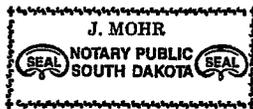
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of March, 2013.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BIDDER'S BOND

DES-OE-0102.3 (REV 3/2008)

Bond No. _____

We _____

_____ as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____
(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____
(Insert place where bids will be opened)

on _____
(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms 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 (if specified in the contract) 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 a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

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

Principal

Surety
By _____
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of _____

On this _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

(SEAL)

Signature _____
Signature of Notary Public

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OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (REV. 8/2012)

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

Bidder's Name: VSS International, Inc.

Contract No. 01 - 0B7704

I opt out of the payment adjustments for price index fluctuations.

Date: 3-20-13

Signature: _____



Alan S. Berger
Vice President

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CERTIFICATIONS

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of Yolo

Alan S. Berger, being first duly sworn, deposes and says that he or she is
Vice President of VSS International, Inc. the party

making the foregoing bid 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.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code § 10232, the contractor, swears 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.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code § 10162, the Bidder must 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.

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder 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 Pub Cont Code § 1101, with any public entity, as defined in Pub Cont Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the *Standard Specifications*.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?
 Yes No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
 - 4.1. Date of each nonresponsibility determination
 - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
 - 4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

1727 30th Street MS-43

P.O. BOX 168041

SACRAMENTO, CA 95816-8041

FAX (916) 227-6214

TTY 711



*Flex your power!
Be energy efficient!*

February 15, 2013

01-Hum-96-23.1/29.9
01-0B7704
Project ID 0112000176

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN HUMBOLDT COUNTY NEAR WEITCHPEC FROM KLAMATH RIVER BRIDGE 04-0144 TO SLATE CREEK BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

This addendum is being issued to postpone the bid opening indefinitely, instead of the original date of Wednesday, February 20, 2013.

An addendum will follow advising you of the new bid opening date and other changes.

To Bid book holders:

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This addendum is available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/01/01-0B7704

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Fielder".

CHARLIE FIELDER
District Director

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

OFFICE ENGINEER

1727 30th Street MS-43

P.O. BOX 168041

SACRAMENTO, CA 95816-8041

FAX (916) 227-6214

TTY 711



*Flex your power!
Be energy efficient!*

March 12, 2013

01-Hum-96-23.1/29.9
01-0B7704
Project ID 0112000176

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for CONSTRUCTION ON STATE HIGHWAY IN HUMBOLDT COUNTY NEAR WEITCHPEC FROM KLAMATH RIVER BRIDGE 04-0144 TO SLATE CREEK BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on Wednesday, March 20, 2013. The original bid opening date was previously postponed indefinitely under Addendum No. 1 dated February 15, 2013.

This addendum is being issued to set a new bid opening date as shown herein and revise the Notice to Bidders and Special Provisions.

In the Notice to Bidders, the seventh paragraph is revised as follows:

"The Contractor must have either a Class A license or any combination of the following Class C licenses which constitutes a majority of the work: C-12, C-32."

In the Special Provisions, Section 8-1.04F, "Flexible Start," is deleted.

In the Special Provisions, Section 37-2.01B, "Definitions" is replaced as attached.

In the Special Provisions, Section 37-2.01C(5), "Asphalt Rubber Seal Coat" is replaced as attached.

In the Special Provisions, Section 37-2.01D(1), "General" is replaced as attached.

In the Special Provisions, Section 37-2.01D(4), "Asphalt Rubber Seal Coat" is replaced as attached.

In the Special Provisions, Section 37-2.02G, "Asphalt Rubber Binder" is replaced as attached.

In the Special Provisions, Section 37-2.03E, "Precoating Screenings" is replaced as attached.

Addendum No. 2
Page 2
March 12, 2013

01-Hum-96-23.1/29.9
01-0B7704
Project ID 0112000176

To Bid book holders:

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the Notice to Bidders section of the Notice to Bidders and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the Bid book.

Submit bids in the Bid book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This addendum and attachments are available for the Contractors' download on the Web site:

http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/01/01-0B7704

If you are not a Bid book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,



CHARLIE FIELDER
District Director

Attachments

Replace "Reserved" in section 37-2.01B with:

37-2.01B Definitions

crumb rubber modifier: Ground or granulated high natural crumb rubber or scrap tire crumb rubber.

descending viscosity reading: subsequent viscosity reading that must be at least 5 percent lower than the previous viscosity reading.

high natural crumb rubber: Material containing 40 to 48 percent natural rubber.

scrap tire crumb rubber: Any combination of:

1. Automobile tires
2. Truck tires
3. Tire buffing

Replace section 37-2.01C(5) with:

37-2.01C(5) Asphalt Rubber Seal Coat

For each delivery of asphalt rubber binder ingredients and asphalt rubber binder to the job site, submit a certificate of compliance and a copy of the specified test results.

Submit MSDS for each asphalt rubber binder ingredient and the asphalt rubber binder.

At least 15 days before use, submit:

1. Four 1-quart cans of mixed asphalt rubber binder
2. Samples of each asphalt rubber binder ingredient
3. Asphalt rubber binder formulation and data as follows:
 - 3.1. For asphalt binder and asphalt modifier submit:
 - 3.1.1. Source and grade of asphalt binder
 - 3.1.2. Source and type of asphalt modifier
 - 3.1.3. Percentage of asphalt modifier by weight of asphalt binder
 - 3.1.4. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt rubber binder
 - 3.1.5. Test results for the specified quality characteristics
 - 3.2. For crumb rubber modifier submit:
 - 3.2.1. Each source and type of scrap tire crumb rubber and high natural rubber
 - 3.2.2. Percentage of scrap tire crumb rubber and high natural rubber by total weight of asphalt rubber binder
 - 3.2.3. Test results for the specified quality characteristics
 - 3.3. For asphalt rubber binder submit:
 - 3.3.1. Test results for the specified quality characteristics
 - 3.3.2. Minimum reaction time and temperature

At least 5 business days before use, submit the permit issued by the local air quality agency for asphalt rubber binder:

1. Field blending equipment
2. Application equipment

If an air quality permit is not required by the local air quality agency for producing asphalt rubber binder or spray applying asphalt rubber binder, submit verification from the local air quality agency that an air quality permit is not required for this Contract.

Submit a certified volume or weight slip for each delivery of asphalt rubber binder ingredients and asphalt rubber binder.

Submit a certificate of compliance and accuracy verification of test results for viscometers.

When determined by the Engineer, submit notification 15 minutes before each viscosity test or submit a schedule of testing times.

Submit the log of asphalt rubber binder viscosity test results each day of asphalt rubber seal coat work.

Replace "Reserved" in section 37-2.01D(1) with:

Equipment used in producing asphalt rubber binder must be permitted for use by the local air quality agency.
Equipment used in spreading asphalt rubber binder must be permitted for use by the local air quality agency.

CONTRACT NO. 01-0B7704
REPLACED PER ADDENDUM NO. 2 DATED MARCH 12, 2013

Replace section 37-2.01D(4) with:

37-2.01D(4) Asphalt Rubber Seal Coat

Each asphalt rubber binder ingredient must be sampled and tested for compliance with the specifications by the manufacturer.

Test and submit results at least once per project or the following, whichever frequency is greater:

1. For crumb rubber modifier except for grading, at least once per 250 tons. Samples of scrap tire crumb rubber and high natural crumb rubber must be sampled and tested separately. Test each delivery of crumb rubber modifier for grading.
2. For asphalt binder, test and submit at least once per 200 tons of asphalt binder production.
3. For asphalt modifier, test and submit at least once per 25 tons of asphalt modifier production.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt rubber production site in separate bags.

Take viscosity readings of asphalt rubber binder under ASTM D7741 during asphalt rubber binder production. Begin taking viscosity readings of samples taken from the reaction vessel at least 45 minutes after adding crumb rubber modifier and continue taking viscosity readings every 30 minutes until two consecutive descending viscosity readings have been obtained and the final viscosity meets the specification requirement. After meeting the two descending viscosity readings requirement, continue to take viscosity readings hourly and within 15 minutes before use. Log the test results, including time of testing and temperature of the asphalt rubber binder.

Replace section 37-2.02G with:

37-2.02G Asphalt Rubber Binder

37-2.02G(1) General

Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier

The blending equipment must allow the determination of weight percentages of each asphalt rubber binder ingredient.

Asphalt rubber binder must be 79 ± 1 percent by weight asphalt binder and 21 ± 1 percent by weight of crumb rubber modifier. The minimum percentage of crumb rubber modifier must be 20.0 percent and lower values may not be rounded up.

Crumb rubber modifier must be 76 ± 2 percent by weight scrap tire crumb rubber and 24 ± 2 percent by weight high natural rubber.

The blend of asphalt binder and asphalt modifier must be combined with crumb rubber modifier at the asphalt rubber binder production site. The asphalt binder and asphalt modifier blend must be from 375 to 440 degrees F when crumb rubber modifier is added. Combined ingredients must be allowed to react at least 45 minutes at temperatures from 375 to 425 degrees F except the temperature must be at least 10 degrees F below the flash point of the asphalt rubber binder.

After reacting, the asphalt rubber binder must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	Value	
		Min	Max
Cone penetration @ 25 °C, 1/10 mm	ASTM D 217	25	60
Resilience @ 25 °C, percent rebound	ASTM D 5329	18	50
Field softening point, °C	ASTM D 36	55	88
Viscosity @190 °C, Pa · s ($\times 10^{-3}$)	ASTM D 7741	1500	2500

Maintain asphalt rubber binder at a temperature from 375 to 415 degrees F.

Stop heating unused asphalt rubber binder 4 hours after the 45-minute reaction period. Reheating asphalt rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt rubber binder must be from 375 to 415 degrees F before use.

During reheating, you may add scrap tire crumb rubber. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt rubber binder must comply with the specifications for asphalt rubber binder.

37-2.02G(2) Asphalt Binder

Asphalt binder for asphalt rubber binder seal coat must be Grade PG 64-16.

Asphalt binder must comply with the specifications for asphalt binder. Do not modify asphalt binder with polymer.

37-2.02G(3) Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon. Asphalt modifier must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	Value
Viscosity, m ² /s (x 10 ⁻⁶) at 100 °C	ASTM D 445	X ± 3 ^a
Flash point, C.L.O.C., °C	ASTM D 92	207 min
Molecular analysis		
Asphaltenes, percent by mass	ASTM D 2007	0.1 max
Aromatics, percent by mass	ASTM D 2007	55 min

^a "X" denotes the proposed asphalt modifier viscosity from 19 to 36. A change in "X" requires a new asphalt rubber binder submittal.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder. The asphalt rubber binder supplier determines the exact percentage.

If blended, the asphalt binder must be from 375 to 440 degrees F when asphalt modifier is added and the mixture must circulate for at least 20 minutes. Asphalt binder, asphalt modifier, and crumb rubber modifier may be proportioned and combined simultaneously.

37-2.02G(4) Crumb Rubber Modifier

Crumb rubber modifier must be ground or granulated at ambient temperature.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt rubber binder production site in separate bags.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced crumb rubber modifier particles must be large enough to be ground or granulated.

Wire must not be more than 0.01 percent by weight of crumb rubber modifier. Crumb rubber modifier must be free of contaminants except fabric, which must not exceed 0.05 percent by weight of crumb rubber modifier. Method for determining the percent weight of wire and fabric is available under Laboratory Procedure 10 at the following METS Web site:

<http://www.dot.ca.gov/hq/esc/Translab/ofpm/fpmlab.htm>

The length of an individual crumb rubber modifier particle must not exceed 3/16 inch.

Crumb rubber modifier must be dry, free-flowing particles that do not stick together. A maximum of 3 percent calcium carbonate or talc by weight of crumb rubber modifier may be added. Crumb rubber modifier must not cause foaming when combined with the asphalt binder and asphalt modifier.

Specific gravity of crumb rubber modifier must be from 1.1 to 1.2 determined under California Test 208.

When tested under ASTM D 297, crumb rubber modifier must comply with the requirements shown in the following table:

Crumb Rubber Modifier				
Quality characteristic	Scrap tire crumb rubber (percent)		High natural rubber (percent)	
	Min	Max	Min	Max
Acetone extract	6.0	16.0	4.0	16.0
Rubber hydrocarbon	42.0	65.0	50.0	--
Natural rubber content	22.0	39.0	40.0	48.0
Carbon black content	28.0	38.0	--	--
Ash content	--	8.0	--	--

Scrap tire crumb rubber must have the gradation shown in the following table:

Scrap Tire Crumb Rubber Gradation			
Percentage passing			
Sieve size	Gradation limit	Operating range	Contract compliance
No. 8	100	100	100
No. 10	98-100	95-100	90-100
No. 16	45-75	35-85	32-88
No. 30	2-20	2-25	1-30
No. 50	0-6	0-10	0-15
No. 100	0-2	0-5	0-10
No. 200	0	0-2	0-5

High natural rubber gradation must have the gradation shown in the following table:

High Natural Crumb Rubber Gradation			
Percentage passing			
Sieve size	Gradation limit	Operating range	Contract compliance
No. 10	100	100	100
No. 16	95-100	92-100	85-100
No. 30	35-85	25-95	20-98
No. 50	10-30	6-35	2-40
No. 100	0-4	0-7	0-10
No. 200	0-1	0-3	0-5

Test the crumb rubber modifier gradation under ASTM C 136 except

1. Split or quarter 100 ± 5 g from the crumb rubber modifier sample and dry to a constant mass at a temperature from 57 to 63 degrees C and record the dry sample mass. Place the crumb rubber modifier sample and 5 g of talc in a 1/2-liter jar. Seal the jar, then shake the jar by hand for at least 1 minute to mix the crumb rubber modifier and the talc. Continue shaking or open the jar and stir until the particle agglomerates and clumps are broken and the talc is uniformly mixed.
2. Place 1 rubber ball on each sieve. Each ball must weigh 8.5 ± 0.5 g, measure 24.5 ± 0.5 mm in diameter, and have a Shore Durometer "A" hardness of 50 ± 5 determined under ASTM D 2240. After sieving the combined material for 10 ± 1 minutes, disassemble the sieves, Brush material adhering to the bottom of a sieve into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-millimeter sieve and leave this material (do not discard) on the scale or balance. Fabric balls must remain on the scale or balance and be placed together on the side to prevent them from being covered or disturbed when the material from finer sieves is placed onto the scale or balance. The material retained on the 2.00-millimeter sieve must be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on the 2.00-millimeter sieve. Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Before discarding the crumb rubber modifier sample, separately weigh and record the total mass of fabric balls in the sample.
3. Determine the mass of material passing the 75-micrometer sieve by subtracting the accumulated mass retained on the 75-micrometer sieve from the accumulated mass retained in the pan. If the material passing the 75-micrometer sieve has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75-micrometer sieve and record that number, next to the crossed out number, as the accumulated mass retained in the pan. If the material passing the 75-micrometer sieve has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan accounts for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent.

Replace section 37-2.03E with:

37-2.03E Precoating Screenings

For asphalt rubber seal coat, do not recombine fine materials collected in dust control systems except cyclone collectors or knock-out boxes with any other aggregate utilized in the production of screenings.

For asphalt rubber seal coat, screenings must be preheated from 260 to 325 degrees F. Coat with any of the asphalts specified in the table titled "Performance Graded Asphalt Binder" in section 92. Coat at a central mixing plant. The asphalt must be from 0.5 to 1.0 percent by weight of dry screenings. The Engineer determines the exact rate.

Plant must be authorized under California Test Method 109 and the Department's material plant quality program.

Do not stockpile preheated or precoated screenings.