

**CITY OF MARYSVILLE
CITY SERVICES DEPARTMENT
526 C Street
MARYSVILLE, CALIFORNIA 95901**

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

FOR

**MARYSVILLE WASTEWATER TREATMENT PLANT PONDS
CLOSURE
CONTRACT NO. 22-01**

**FOR USE WITH THE MOST RECENT STANDARD SPECIFICATIONS AND
STANDARD PLANS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION,
GENERAL PREVAILING WAGE RATES AND LABOR SURCHARGE, AND
EQUIPMENT RENTAL RATES OF THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

CONTRACT NO. 22-01

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

Stacey Lynch, P.E.
RCE. 81860, Exp. 3/31/2024

SPECIAL NOTICE

The bidder's attention is directed to the section entitled "Subcontracting" in Section 4 of the Special Provisions regarding the requirement that proposed subcontractors be listed in the bidder's proposal. Subcontractors performing work in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, shall be listed.

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**CITY OF MARYSVILLE
STATE OF CALIFORNIA
CITY SERVICES DEPARTMENT**

NOTICE TO CONTRACTORS

Sealed proposals will be received at the City Services Office, City of Marysville, located at City Hall, 526 C Street, Marysville, California, 95901, until 2:00 P.M. on **Wednesday, August 31, 2022**, at which time they will be publicly opened and read aloud, for construction in accordance with the specifications to which special reference is made as follows:

**MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
CONTRACT NO. 22-01**

No bid will be considered unless it is made on the bid form **purchased from and furnished by the Public Works Department**. Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the City of Marysville for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The project will be advertised in the Appeal Democrat and bid documents posted on the City website and sent to the Valley Contractor's Exchange. Contractors may access the bid documents on the City website, <https://www.marysville.ca.us/bids-rfps>.

General Work Description:

The project involves removal of sludge from the wastewater treatment ponds, clearing, grubbing and stripping of the ponds, removal of all structures and piping associated with the treatment ponds, and grading of the site to remove the ponds and create a field for future use by the City. The work is described in more detail in the project plans and specifications.

A non-mandatory pre-bid meeting has been scheduled for this project on Tuesday, August 16th at 11:00 A.M. The pre-bid meeting will be held at the project site, south of Biz Johnson Drive in Marysville, CA. The best way to access the site is from the end of Biz Johnson Drive at the corners of F Street and 1st Street. Drive down Biz Johnson Drive approximately one-half mile and park in the dirt parking area on the left (the proposed staging area as shown in the plans). The pre-bid meeting is the only time access to the site will be provided during the bid period.

Bids are required for the entire work described herein. The Contractor shall possess a Class A license.

This project is funded by the State Water Resources Control Board's Clean Water State Revolving Fund.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

In accordance with the provisions of Section 1770 to 1790 of the Labor Code of the State of California, the City of Marysville has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done to be listed in the “General Prevailing Wage Rates as determined by the Director of Industrial Relations,” which is on file at the Public Works Department and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract.

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid-rigging activities. Bid-rigging activities can be reported Monday through Friday, between 8:00 A.M. and 5:00 P.M., Eastern Time, telephone: 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report these activities. The hotline is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE

The total quantity of materials estimated for this contract is in the table below:

Bid Schedule		Estimated Quantity	Units
1	Mobilization and Demobilization (North Ponds)	1	LS
2	Mobilization and Demobilization (South Ponds)	1	LS
3	Clearing and Grubbing	1	LS
4	SWPPP Preparation and Implementation (North Ponds)	1	LS
5	SWPPP Preparation and Implementation (South Ponds)	1	LS
6	Dewatering (Optional)	1	LS
7	Structure Removal and Disposal	1	LS
8	ESA Protective Fencing	20	EA
9	Sludge Removal and Disposal	31,533	TON
10	Site Grading	137,426	CY
11	¾-inch Aggregate Base Rock	1,172	CY

The successful bidder, at bidder’s own expense, shall furnish a faithful performance bond and a payment bond each in an amount of one hundred percent (100%) of the total bid, respectively, and

in the form prescribed for use by the City of Marysville. The bonds shall be provided to the City at the time of execution of contract.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the State of California, Department of Transportation, District Director of Transportation, for the district in which the work is situated and at the office of the Marysville Public Works Department.

In its discretion, the City Council of Marysville or its designee may reject any and all bids presented, may accept an item or group of items of any bid, may modify or cancel in whole or in part the notice inviting bids, and may determine to re-advertise for bids. Similarly, the City Council or its designee reserves the right to waive informalities and minor irregularities in any bids received.

If two or more bids received are for the same total amount or unit price, quality and service being equal, the City Council or its designee may accept the one it chooses or accept the lowest bid made after negotiation with tie bidders.

The officer or employee conducting the bidding procedure shall present the bid tabulation to the City Council or its designee for consideration and award if deemed appropriate.

Bids will be required to set forth the price of the items bid upon, the total sales and use taxes that will be due on the purchase or use of the items bid upon, and a total figure for the price plus tax. Any difference between the taxes shown on the bid as the total figure and that actually due shall be the responsibility of the bidder.

No charge for delivery, shipping, parcel post, packing, insurance, license fees, permits, or for any other purpose will be paid by the City of Marysville unless expressly included and itemized in the bid.

In connection with any discount offered, time will be computed from the date of delivery of supplies and/or equipment acceptable to the City or from the date correct invoices are received in the office of the officer or employee conducting the bidding process if the latter date is later than the date of delivery. Payment will be deemed to be made, for the purpose of earning the discount, on the date of the mailing of the City's warrant.

Labor surcharge and equipment rental rates to be used on this contract shall be those in effect when the work is accomplished.

Pursuant to Section 22300, Public Contracts Code, the Contractor may elect to receive one hundred percent (100%) of payments due under the contract from time to time without retention of any portion of the payment by the public agency in accordance with the provisions of Section 22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's finance director (treasurer), whose decision on valuation of the securities shall be final.

Unit prices shall be shown on bids submitted as well as a total price for each item bid upon.

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 1725.5 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 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.

Please direct questions to the Design Engineer, Stacey Lynch, at 916-539-9418 or slynch@ben-en.com. Questions must be received in writing. Questions may be received up to seven (7) calendar days prior to bid opening. Addenda will be posted responding to all questions. The final addendum will be posted a minimum of five (5) calendar days prior to bid opening.

ELLEN CULVER, ADMINISTRATIVE ASSISTANT
CITY OF MARYSVILLE

SECTION 1: DEFINITIONS

1.1 General – The work embodied herein shall be done in accordance with the appropriate provisions of the Specifications entitled “State of California, Department of Transportation, Standard Specifications for Construction of Local Streets and Roads,” most recent version, insofar as the same may apply and in accordance with the following special provisions.

Whenever in said Standard Specifications and these Special Provisions the following terms are used, they shall be understood to mean and to refer to the following:

“City” – The City of Marysville.

“Department of Transportation” – The California Department of Transportation.

“Engineer” or “Director” – The City Engineer or the Director of Public Works of the City of Marysville or their authorized agents.

“Laboratory” – That laboratory designated by the Engineer.

“State” – The State of California.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

In case of conflict between Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

SECTION 2: PROPOSAL AND CONTRACT REQUIREMENTS

2.1 Examination of Plans, Specifications, and Site of Work – The bidder is required to examine carefully the site of the proposed work, plans, special provisions, standard specifications, and contract forms for the work contemplated, and it will be assumed that the bidder investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Special Provisions and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

2.2 Proposal Form – **All proposal forms included in these specifications shall be submitted to the City of Marysville with the bid.** All proposals must give the prices proposed, with unit prices prevailing, and must be signed by the bidder with his address.

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 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).

2.3 Delivery of Proposal – Said bid or proposal shall be delivered to the City Clerk’s Office, City of Marysville, in accordance with the Notice inviting sealed proposals.

2.4 Withdrawal of Proposal – No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.

2.5 Competency of Bidder – The City may require any bidder to furnish a statement of financial responsibility, technical ability and experience. No bid will be accepted from a Contractor who is not licensed under Chapter 9, Division 3, California Business and Professions Code.

2.6 Rejection of Proposals – Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

The City reserves the right to waive any informality or irregularity in any bid or bidding. The right is reserved to reject any and all proposals.

2.7 Bidder Guaranty – All bids shall be presented under sealed cover and shall be accompanied by cashier’s check, certified check, or bidder’s bond, made payable to the City of Marysville, for an amount equal to at least ten percent (10%) of said bid, and no bids shall be considered unless such cashier’s check, certified check, or bidder’s bond is enclosed herewith.

2.8 Award of Contract – All bids will be compared on the basis of the Engineer's Estimate of quantities of work to be done.

The contract, if awarded, will be to the lowest responsible, responsive bidder.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

2.9 Execution of Contract – The contract shall be executed by the successful bidder and returned, together with the contract bonds and certificates of insurance, within fifteen (15) days after the award of contract.

2.10 Contract Bonds – Contractor shall provide, at the time of the execution of the agreement or contract for work and at his own expense, an admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Each bond shall be in the form included in these contract documents. Sureties on each of said bonds shall be satisfactory to the City Attorney.

2.11 Guaranty of Work – Notwithstanding the acceptance of said work and improvements and inspection thereof by the City, Contractor guarantees all of said work and shall perform or cause to be performed repairs, additions, or corrective work caused by the deficiency or omission of Contractor for one (1) year after the work has been completed and accepted by the City. The Faithful Performance Bond herein provided shall cover the guarantee set forth in this paragraph.

2.12 Federal Lobbying Restrictions – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding One Hundred Thousand Dollars (\$100,000). All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors, and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed

by the Contractor, subcontractors, and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of Twenty-five Thousand Dollars (\$25,000) or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.13 CWSRF Requirements – Construction of this project is funded through the Clean Water State Revolving Fund (CWSRF) and as such must follow CWSRF requirements set forth in this section.

2.13.1 American Iron and Steel Requirements

The Contractor acknowledges to and for the benefit of the City of Marysville (Purchaser) and the State of California (State) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For the purposes of this section, the term "Iron and Steel Products" means the following products primarily made with iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. The

Contractor is required to submit a certification that a product is American Iron and Steel with each submittal containing products primarily made with iron or steel.

2.13.2 Davis-Bacon Act Compliance

The Contractor is required to comply with all Davis-Bacon Act requirements. The applicable Davis-Bacon requirements for CWSRF projects and Federal Wage Determinations are included in the Attachments to these Specifications.

2.13.3 Disadvantaged Business Enterprise (DBE) Requirements

The Contractor is required to comply with all DBE requirements associated with State Revolving Fund projects. The guidelines for meeting DBE requirements are as follows.

GUIDELINES FOR MEETING THE CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The DBE Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the CWSRF Program.

HOW TO ACHIEVE THE PURPOSE OF THE PROGRAM

Contractors of CWSRF financing are required to seek, and are encouraged to use, DBEs for their procurement needs. Financial assistance Contractors should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows.

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

DISADVANTAGED BUSINESS ENTERPRISES ARE:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- A Minority Business Enterprise (MBE) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.
- A Women Business Enterprise (WBE) are entities that are at least 51% owned and/or controlled by women.

CERTIFYING DBE FIRMS:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CWSRF Contractor proof of DBE certification. Certifications will be accepted from the following:

- The US Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA);
- The Department of Transportation’s State implemented DBE Certification Program (with U.S. citizenship);
- Tribal, State and Local governments;
- Independent private organization certifications.

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

SIX GOOD FAITH EFFORTS (GFE)

All CWSRF financing Contractors are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars. **All components of the GFE are due at bid opening.**

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Contractors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services and assistance of the SBA and Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below must be completed and submitted with the GFE. **The forms are included as attachments to these Specifications.**

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
1	DBE Contractor/Subcontractor Certification	Proof of DBE certification	Contractor	Prime Contractor and Sub- Contractor	SWRCB by Contractor
2	DBE Selected Prime Contractor and Sub-Contractors	List selected DBEs	Contractor	Prime Contractor	SWRCB by Contractor

The completed forms should be submitted with each Bid or Proposal. The Contractor shall review the bidder’s documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided;
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid.

The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Contractor may re-advertise the project.

3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

ADMINISTRATION REQUIREMENTS

- A Contractor of CWSRF financing must require entities receiving funds to create and maintain a Bidders List if the Contractor of the financing agreement is subject to, or chooses to follow, competitive bidding requirements
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs;
- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the Contractor is no longer receiving funding under the agreement.
- The Contractor shall include Bidders List as part of the Final Budget Approval Form.
- A Contractor must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Contractor.
- A Contractor must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the Contractor must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A Contractor must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

REPORTING REQUIREMENTS

For the duration of the construction contract(s), the Contractor is required to submit to the State Water Resources Control Board DBE reports semi-annually by April 10 and October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB – CWSRF Barbara August (916) 341-6952

barbara.august@waterboards.ca.gov

US-EPA Region 9 – Joe Ochab (415) 972-3761

ochab.joe@epa.gov

2.13.4 CWSRF Certificate of Insurance Requirements

For any policy of insurance concerning or covering the construction of the Project, a certificate of insurance must be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured. Contractors and subcontractors are required to include coverage of the State Water Board as described above in the certificates of insurance provided with the project bid.

2.13.5 Russian Sanctions

All contractors and sub-contractors must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at: <https://www.gov.ca.gov/wpcontent/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policyissues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-relatedsanctions>). Contractors and sub-contractors may be required to report on steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

SECTION 3: CONTROL OF THE WORK

3.1 General – Attention is directed to the provisions of Section 5 of the Standard Specifications and the following provisions.

3.2 Lines, Grades, and Surveying — Construction staking is not required for this project.

When the Contractor requires such stakes or marks, he shall notify the Engineer of his requirements, in writing, on the “Request for Construction Staking” form provided by the Engineer, a reasonable length of time in advance of starting operations that require such stakes or marks. (In no event shall a notice of less than two (2) working days or more than five (5) working days be considered a reasonable length of time.)

If the area or facility is not prepared satisfactorily for the staking, as determined by the Engineer, the Engineer will void the request for such staking, and the Contractor shall submit a new request for the staking when the area or facility has been properly prepared.

The Contractor shall carefully preserve stakes and marks set by the Engineer. In case such stakes and marks are destroyed or damaged they will be replaced at the engineer’s earliest convenience. Full compensation for the work done by the City in restoring the stakes at the rate of One Hundred Dollars (\$100) per hour shall be deducted from any monies due or to become due the Contractor.

3.3 Intent of Plans and Specifications – These Special Provisions, the Plans, the Standard Specifications, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work. Plans shall govern over the Standard Specifications, and the Special Provisions shall govern over both the Plans and Standard Specifications.

3.4 Environmental Control – Attention is directed to Sections 13 and 14 of the Standard Specifications and Section 12.7 of these Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances, and statutes that apply to the project and any work performed pursuant to the contract. The Contractor shall haul away and dispose of all removed waste materials at a proper disposal site. Unless otherwise designated, all trees, landscaping, and shrubbery shall be protected.

3.5 Final Inspection – The Contractor shall notify the Engineer in writing of the completion of the work, and the Engineer will promptly inspect the work. The Engineer will develop a final punch list, and the Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that this work has been completed, the Engineer will again inspect the work and when satisfied that all work has been done in accordance with the contract drawings and these Special Provisions, he will recommend to the City Council that they formally accept the contract as complete. The completion date, for purposes of computing “Time for Completion” and liquidated damages, if any, will be considered to be the date of Contractor’s first written completion notice, provided that, in the Engineer’s judgment, the work is substantially complete and operational at that time.

SECTION 4: LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

4.1 Laws to be Observed – The Contractor shall keep himself fully informed of all existing state and national laws and all municipal ordinances and regulations of the City of Marysville which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

4.2 Prevailing Wages – It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates as listed in the “Notice to Contractors” to all laborers, workmen, and mechanics employed by them in the execution of the contract. The Contractor shall provide the City with a certified copy of all payroll records in accordance with Section 1776 of the Labor Code. The Contractor and all subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The most recent wage determinations can be found in the Attachments to these Specifications.

4.3 Permits and Licenses – The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. There will be no charge for the permits from the City.

All contractors, including subcontractors, shall have a City business license in accordance with the Marysville Municipal Code.

4.4 Indemnity – The City of Marysville and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the City of Marysville and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from the performance of a contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the City, its officers and employees.

4.5 Insurance – The Contractor shall procure and maintain for the duration of the contract insurance against all claims for injuries or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

- 1) Insurance Services Offices Commercial General Liability coverage (occurrence Form CG 00 01) including products and completed operations.
- 2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code I (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance – The Contractor shall maintain limits no less than:

- 1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. The aggregate limit shall be \$2,000,000.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Workers Compensation: Statutory limits.
- 4) Employers' Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

If the Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the Contractor.

c. Deductibles and Self-Insurance Retention – Any deductibles or self-insurance retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects the City, its officers, officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- d. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City, its officers, officials, employees, and volunteers are to be covered as insureds on the CGL and automobile liability policies 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used).
 - 2) For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
 - 3) Each insurance policy required by this clause shall provide that coverage shall not be canceled, except after 30 days prior written notice has been provided to the City or 10 days prior written notice for non-payment of premium.
- e. Acceptability of Insurer – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- f. Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- g. Subcontractors – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- h. Waiver of Subrogation – Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

If the Contractor fails to maintain any insurance as required by this section, the City of Marysville may take out such insurance to cover any damages for which the City of Marysville might be held liable on account of the operations under this contract, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the contract. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages resulting from his operations, or those of any subcontractor under him. Maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

4.6 No Personal Liability – Neither the Mayor, the Council, the Engineer, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

4.7 Responsibility of City – The City shall not be held responsible for the care or protection of any materials or parts of the work prior to final acceptance, except as expressly provided in these Special Provisions.

4.8 Domestic Materials – Only such materials shall be used in the performance of this contract as conform to the requirements of Chapter 4 of Division 5 of Title 1 of Government Code of the State of California except as otherwise provided in certain treaties and general trade agreements of the United States.

4.9 Apprenticeship Requirements – Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended in 1989, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will fix the ratio of apprentices to journeymen that will be used in the performance of the contract to be not less than one to five hours except:

- a. When employment in the area of coverage by the joint apprenticeship committee has exceed an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate; or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- d. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen; or

- e. When a joint apprenticeship committee submits an application to DAS for an alternative ratio based on a 1:5 daily worker count if the hourly ratio is not feasible for that particular craft or trade.

In addition to the above exceptions, contracts of specialty contractors not bidding through a general contractor and involving less than twenty (20) working days or Thirty Thousand Dollars (\$30,000) are exempt from the provisions of Section 1777.5. This is the same exemption that applies to contracts of general contractors. However, a subcontractor bidding through a general contractor must comply with Section 1777.5 no matter how small the subcontract if the contract between the general contractor and the awarding body is covered by Section 1777.5.

Effective January 1, 1990, the Contractor must promptly provide certain contract award information to the joint apprenticeship committee of the apprenticeable craft or trade in the area of the site of the public work. This contract award information must include an estimate of the journeymen hours required, the number of apprentices to be employed, and the approximate date of apprentice employment.

The Contractor is required to make contributions to local funds established for the administration of apprenticeship programs or to the California Apprenticeship Council if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other Contractors on the public works site are making such contributions.

Noncompliance by the Contractor and subcontractor under him with the requirements of Sections 1777.5 and 1777.6 shall result in denial of right to bid on contracts and civil penalties as more particularly set forth in Section 1777.7.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

4.10 Subcontracting – Attention is directed to the provisions in Section 5-1.13, “Subcontracting” of the Standard Specifications. The “Subletting and Subcontracting Fair Practices Act” (Public Contract Code Section 4100 through and including 4114, inclusive) shall apply to the work the subject of this invitation. Said Act requires subcontractors, if used for such work, to be listed and identified in the prime contractor’s proposal. It further prohibits the substitution of subcontractors, except as therein specifically authorized (Section 4107 and 4107.5); said Act provides that if the prime contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the work to be performed, in excess of one-half of one percent of the prime contractor’s total bid, under those circumstances, it shall be presumed that the prime contractor agrees that he is fully qualified to perform the work himself and that he shall perform the work himself. Each bidder shall, with respect to the work the subject of this invitation, list in his proposal:

- a. The name and location of the place of business of each subcontractor who will perform work or labor or render services 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 one percent of the prime contractor’s total bid.

- b. The portion of the work which will be done by each such subcontractor. One subcontractor shall be listed for each such portion.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of Contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at <http://www.dir.ca.gov/dlse/debar.html>.

4.11 Subcontractor and DBE Records – The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials, and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor or the Contractor’s authorized representative, and shall be furnished to the Engineer, upon request.

Additional requirements for DBE participation on CWSRF projects can be found in Section 2.13 of these Specifications.

4.12 Differing Site Conditions

- a. During the progress of the work, the Contractor shall immediately, and before the following conditions are disturbed, notify the Engineer, in writing, of any:
 - 1) Material that the contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2) Subsurface or latent physical conditions at the site differing from those indicated;
 - 3) Unknown physical conditions at the site differing from and generally recognized as inherent in work of the character provided for in the contract.
- b. Upon written notification, the Engineer will promptly investigate the conditions, and if the Engineer finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in the Contractor’s cost of or time required for performance of any part of the work, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly.

In the event that a dispute arises whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract.

The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.13 Working Hour Restrictions – Eight (8) hours of labor is a legal day’s work. Any worker’s time of service is restricted to eight (8) hours during any calendar day and forty (40) hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall pay a penalty of Twenty-five Dollars (\$25) for each day a worker is employed in violation of these provisions.

4.14 Examination and Audit – Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000) entered into by any State agency, board, commission, or department, or by any other public entity, including a City, County, or District, shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three (3) years after final payment under the contract. Contractor shall also be subject to examination and audit for the same time period.

4.15 Equal Opportunity Clause – During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.16 Federal Equal Employment Opportunity Construction Contract Specifications

- a. As used in this section:
 - 1) "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - 2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - 3) "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - 4) "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs g.1) through g.16). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- f. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - 1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - 4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - 5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under g.2) above.

- 6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- 7) Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- 8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- 9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- 11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
- 12) Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring

all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- 14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - 15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - 16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g.1) through g.16)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g.1) through g.16) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
 - i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).
 - j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
 - k. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
 - l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office

of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will

retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

SECTION 5: WATER AND DUST CONTROL

5.1 Water – Water, if obtained from California Water Service fire hydrant, shall be metered and paid for at the rates set forth by California Water Service. A service charge and deposit will be required for each meter installation required for said metering. The Contractor shall not leave any hose attached to a fire hydrant except when drawing water therefrom and shall keep hydrants clear for possible use by the Fire Department. The Contractor is responsible for all communications with California Water Service regarding use of their water for the project and is responsible for all payments required for use of the water.

5.2 Dust Control – Dust control measures shall be taken in conformance to Section 10-5 of the Standard Specifications. Contractor shall water the construction site at sufficient intervals to preclude the nuisance of dust caused by the Contractor's operations and/or wind and traffic, at no additional compensation.

SECTION 6: PROGRESS OF THE WORK, LIQUIDATED DAMAGES, AND CONTRACT TIME

6.1 Prosecution of Work – The City will issue a Notice to Proceed to the Contractor after the contracts have been fully executed. The Contractor shall diligently prosecute the work to completion before the expiration of the number of working days provided herein.

6.2 Liquidated Damages – Should the Contractor fail to complete all work under the contract within the time provided therefor, he shall pay to the City the sum of **Two Thousand Five Hundred Dollars (\$2,500)** for each calendar day delay in finishing the work beyond such contract period, all in accordance with Section 8-1.10 of the Standard Specifications. The City may deduct such payment from the amounts due the Contractor under the contract.

6.3 Time for Completion – All work under this contract shall be completed within a maximum of **two hundred (200) working days** from the date stated in the Notice to Proceed as the date to start work.

6.4 Extension of Contract Time

- a. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time, as extended, make a written request to the Engineer for an extension of time, setting forth therein the complete facts which he believes will justify the granting of such request.

The Contractor's pleas that insufficient time was originally specified shall not constitute a valid reason for extension of contract time. If the Engineer determines that the prosecution of the work was delayed or hampered by conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as conditions may justify. Such extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Suspension of work by the Engineer, or extension of the contract time, shall not constitute grounds for any claims by the Contractor for damages or extra compensation, but the period of such suspensions or extensions shall be taken into consideration in determining the time for completion, as herein provided. When final acceptance has been duly made by the Engineer, as prescribed in Section 3.4, the daily time charge will cease.

- b. Any dispute hereunder shall be considered pursuant to the Standard Specifications, and the Contractor shall give immediate notice to the Engineer, along with all pertinent facts relative to such dispute.

6.5 Right-of-Way Delays – If the Contractor is unavoidably delayed because of the City's failure to clear right-of-way, no contract time will be charged during such delay period. No direct compensation will be made for such delay.

6.6 Force Account Payment – The added markup of Labor, Materials, and Equipment Rental as listed in Sections 9-1.04B, “Labor,” 9-1.04C, “Materials,” and 9-1.04D, “Equipment Rental,” are amended as follows:

To the total of the direct costs there will be added a markup of 15 percent to the cost of labor, 12 percent to the cost of materials and 12 percent to the equipment rental.

6.7 Pre-construction Conference – Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Director of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor shall provide the following items at the pre-construction conference:

Schedule

1. Material Submittals
2. Door Hangers / Public Notice

The Contractor’s representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 7: PAYMENT

7.1 General – Payment will be made on the basis of the unit prices bid for the various items of work and the quantities of such items completed and measured in accordance with these Special Provisions.

The prices bid for the various items of work, as listed on the bid schedule, shall be full compensation for furnishing all labor, tools, equipment, materials, and services required by the Plans, these Special Provisions, and the Standard Specifications, to provide a complete work serviceable in all respects. Unless otherwise noted on the plans or specified in these Special Provisions, no additional compensation will be made for incidental work identified in the Plans, these Special Provisions, or the Standard Specifications. Compensation for such incidental work shall be considered included in the price or prices bid, for various related items of work, in the bid schedule.

7.2 Progress Payments – The City will make monthly progress payments to the Contractor for the work under the contract. Such progress payments are not intended to imply acceptance of the work completed or to be accurate as to the quantities of work indicated, but to provide the Contractor with operating capital reasonably consistent with the amount of work completed and materials supplied.

The amounts of such progress payments will be based on the Engineer's Estimate of the quantities or portions of the work completed at the time of preparation of such estimate.

Upon Contractor's submittal of documentation of the amounts paid for acceptable materials furnished at the site, but not yet installed, the cost of such materials will be compensated in the progress payments, to a maximum of fifty percent (50%) of the associated bid price.

A retention of five percent (5%) of the total value of the work completed to date will be made from the amount due on each progress payment for partial security for fulfillment of the contract. At the Contractor's request and at his expense, he may offer to substitute securities within the meaning of Section 22300 of the Public Contract Code in an amount equivalent to the amount withheld, to wit, bank or savings and loan certificates of deposit. This option is available to the Contractor as provided by Section 22300 of the Public Contract Code and must be initiated by him by request and at his sole cost and expense, and upon such request, City shall permit the substitution of securities equivalent to the amount withheld to ensure satisfactory completion and fulfillment of the contract. Contractor shall remain the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon during the period of retention. Such securities shall be released to Contractor upon satisfactory completion of the contract, to wit, thirty-five (35) days from and after the Notice of Completion.

The securities deposited by Contractor as substitution for funds withheld shall be deposited with City pursuant to the provisions of Section 22300 of the Public Contract Code and shall be ultimately released at the conclusion and satisfactory completion of the contract as herein provided for.

7.3 Final Payment – The Engineer will, after completion of the work, make a final estimate of the amount of work done thereunder, and the value of such work, and the City will pay the entire

sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final pay estimate and payment. The final payment will not be due and payable until the expiration of thirty-five (35) days from the date of recordation of the notice of acceptance of completion in the Office of the County Recorder of Yuba County.

It is mutually agreed between the parties to the contract that no payments made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City, and no payment shall be construed to be acceptance of any defective work or improper material.

7.4 Resolution of Claims – This section is intended to comply with Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code and shall apply to all claims by the Contractor against the City in any amount arising out of or relating to the contract.

Claims filed by the Contractor shall be in writing and shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. Claims must be filed on or before the date of Final Payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims. Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned, (name) _____ title _____ of (company) _____, hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____ /s/ _____

Subscribed and sworn before me this _____ day of _____

Notary Public
My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

For claims of less than Fifty Thousand Dollars (\$50,000), the Engineer shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim

or relating to defenses to the claim the City may have. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars (\$50,000), the Engineer shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. If the Contractor disputes the Engineer's written response, or if the Engineer fails to respond within the time prescribed, the Contractor may notify the Engineer, in writing, either within fifteen (15) days of receipt of Engineer's response or within fifteen (15) days of the Engineer's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon such written demand, City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

If following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Divisions 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor initially submits the written claim pursuant the section until the time the claim is denied, including any period of time utilized by the meet and confer conference.

As provided by Public Contract Code Section 20104.4, the following procedures are established for all civil actions filed to resolve claims subject to this section:

- a. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the election within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the Court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of such Code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subparagraph consistent with the rules pertaining to judicial arbitration. Arbitrators shall, when possible, be experienced in construction law. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party appealing in arbitration award who does not obtain a more

favorable judgment shall, in addition to payment of costs and fees under such chapter, also pay the attorneys' fees on appeal of the other party.

SECTION 8: QUANTITIES AND MATERIALS

8.1 Quantities – The estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the City does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

8.2 Materials – All materials required to complete the work under the contract shall be furnished by the Contractor.

8.3 Quality Control – Contractor shall provide material submittals for all materials to be used on this contract. Material submittals shall be delivered to the Engineer a minimum of eight (8) working days prior to their scheduled use and shall be approved by the Engineer prior to use.

Full compensation for providing material submittals and Certificates of Compliance shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

8.4 Testing Methods and Frequency – All testing will be performed by the Engineer. The Contractor shall provide a minimum of 1 weeks' notice to the Engineer when requesting testing services. Testing to confirm sludge has been removed from the project site must be completed and negative results received prior to commencing site grading operations. Sludge removal confirmation testing is the only form of testing required on this project. No testing will be performed by the Contractor.

SECTION 9: SAFETY PRECAUTIONS

9.1 Preservation of Property – Due care shall be exercised to avoid injury to existing improvements, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed or relocated. Concrete surfaces including curbs and sidewalks that are not to be removed shall not be defaced or damaged in any manner, including markings with paint, asphalt overspray, etc. Contractor is to video or photograph job site to document existing conditions prior to start of work. Photographs and video shall be dated and labeled for location. One copy of the video or photographs shall be provided to the City.

Trees and shrubbery that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all facilities and any other improvements or facilities within or adjacent to the work shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by the Contractor's operations, they shall be replaced or restored at the Contractor's expense, to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Damaged sanitary sewer services and storm drain laterals shall be repaired at Contractor's expense, as shown on the detail sheet on the plans. The Engineer may make or cause to be made such temporary or permanent repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in these Special Provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

9.2 Obstructions – The location of underground utilities shown on the plans represent the best information available to the City but should be considered as being approximate only. Utility lines may exist that are not as shown on the plans. The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service. Contractor will be held liable to the owners of such facilities for any damage or interference with service resulting from his operations.

9.3 Interruption of Service – No valves or other controls on existing utility systems shall be operated for any purpose by the Contractor without prior approval of the Engineer and/or the utility company.

9.4 Safety Devices – Sufficient and adequate signs, lights, barricades and cones shall be furnished, placed, and maintained throughout the construction project as may be deemed necessary by the Engineer to adequately protect the public from injury or unnecessary inconvenience due to the construction operations. Cones shall have two white reflective bands and all barricades shall be equipped with safety lighting. When traffic is to be interrupted or detoured, flagmen, adequately equipped and instructed, shall be provided by the Contractor as deemed necessary by the Engineer. Payment to the Contractor for all costs incurred by him in conforming to this section and

“Maintaining Traffic” below shall be considered as included in payment for other items of work and no additional special payment will be made therefor.

9.5 Maintaining Traffic – Attention is directed to Section 12-4 of the Standard Specifications. The Contractor will be required to furnish the City a work schedule sufficiently detailed so that the City may ascertain therefrom what effect the Contractor’s proposed construction program will have on traffic through the construction area.

The Contractor shall conduct his operation so as to offer the least possible obstruction and inconvenience to the public, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

Spillage resulting from hauling operation along or across a public traveled way shall be removed immediately at the Contractor’s expense.

SECTION 10: DESCRIPTION OF THE WORK

10.1 General – The work consists of clearing, grubbing, stripping, and general preparation of the two sites, sludge removal, dewatering as necessary, removal and disposal of existing utilities including pipes and concrete structures, grading of both sites to fill in the ponds and provide adequate site drainage, and final cleanup.

For a detailed description of the work to be performed, see the Project Plans and Sections 11 and 12 of these Special Provisions.

10.2 Scheduling Work – The City will issue a Notice to Proceed to the Contractor after the contracts have been fully executed. All work may be performed during normal working hours except as noted in Section 11 of these Special Provisions.

SECTION 11: BID ITEM LIST

11.1 Mobilization and Demobilization (North Ponds) - The lump sum bid for mobilization and demobilization to the North Ponds site shall not exceed five percent (5%) of the total bid price. Mobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable and not delineated in other bid items; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); and other construction all as required for the proper performance and completion of the work.

Demobilization shall include site cleaning and restoration of surfaces within the job site, post-construction meeting, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the Owner.

Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.

Contractor may apply for payment of demobilization after the overall project substantial completion is achieved and the project begins to demobilize.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.2 Mobilization and Demobilization (South Ponds) - The lump sum bid for mobilization and demobilization to the South Ponds site shall not exceed five percent (5%) of the total bid price. Mobilization shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittal and approval of initial project schedule; obtaining and paying for all permits by other agencies as applicable and not delineated in other bid items; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); and other construction all as required for the proper performance and completion of the work.

Demobilization shall include site cleaning and restoration of surfaces within the job site, post-construction meeting, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the Owner.

Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.

Contractor may apply for payment of demobilization after the overall project substantial completion is achieved and the project begins to demobilize.

The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.3 Clearing and Grubbing - The lump sum price for clearing, grubbing, and stripping in accordance with the construction plans including, but not limited to brush, trees, roots, root balls, rock, stones larger than 6” or any other obstruction necessary to complete this item. Clearing and grubbing shall occur inside the perimeter berms of each pond site. This item includes removal of the elderberry scrubs noted for removal in the plans. The lump sum price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.4 SWPPP Preparation and Implementation (North Ponds) - The lump sum amount shall include all work and materials necessary to prepare, maintain, and implement a Storm Water Pollution Prevention Plan as required by the Regional Water Quality Control Board. Measurement and payment will be made on a percent complete basis. The price shall be full compensation for preparation of the Plan, submission(s) the Regional Water Quality Control Board for approval including a Notice of Intent, any updating as required for acceptance by the Regional Board, implementation of proposed and approved plan, all reporting to the Regional Board, erosion control plan implementation, payment of any fines assessed, preparation, implementation, and maintenance of BMPs on site, and all incidentals required by the Regional Water Quality Control Board for this project. BMPs shall be installed and maintained for the duration of the project. The contractor is required to use BMPs to address sediment tracking during sludge removal. The lump sum price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.5 SWPPP Preparation and Implementation (South Ponds) - The lump sum amount shall include all work and materials necessary to prepare, maintain, and implement a Storm Water Pollution Prevention Plan as required by the Regional Water Quality Control Board. Measurement and payment will be made on a percent complete basis. The price shall be full compensation for preparation of the Plan, submission(s) the Regional Water Quality Control Board for approval including a Notice of Intent, any updating as required for acceptance by the Regional Board, implementation of proposed and approved plan, all reporting to the Regional Board, erosion control plan implementation, payment of any fines assessed, preparation, implementation, and maintenance of BMPs on site, and all incidentals required by the Regional Water Quality Control Board for this project. BMPs shall be installed and maintained for the duration of the project. The contractor is required to use BMPs to address sediment tracking during sludge removal. The lump sum price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.6 Dewatering (Optional) - The lump sum amount shall include all work and materials necessary to dewater the site prior to sludge removal. Dewatering includes removal of water from the site as necessary to allow for any work to proceed on the site, including sludge removal, structure removal, and grading. Dewatering of the sludge is not included in this bid item. If dewatering is not required, the Contractor will not be paid any amount for this item. This item includes preparation of the proposed dewatering plan and submission to the City, disposal of the water, pumps, piping, and other dewatering equipment or materials necessary to be able haul off sludge at the required water content acceptable to the disposal facility and for grading efforts on site. Contractor may apply for payment for this Bid Item on a percent complete basis as the items are being completed. The lump sum price shall be full compensation for the preparation and

installation or submittal of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.7 Structure Removal and Disposal - The lump sum bid item shall include shall all work and materials necessary to remove all structures, pipes, and miscellaneous wood, steel and concrete debris as shown in the plans. It is anticipated the contractor will have to remove approximately 15 pipes and 10-15 structures on the north ponds site and 6 pipes and 3-5 structures on the south ponds site. The pipes are located through various interior pond berms and are 20 to 40 feet in length. The structures are typically located near or attached to the pipes and have an estimated average size of 4'x4'x6'. Most pipes and structures are concrete. There are two areas indicated on the plans to have multiple structures; the area between pond 3A and Biz Johnson Drive contains 4-8 concrete structures to be removed. The area between pond 4 and the Yuba River contains 2-6 concrete structures and some miscellaneous wood and metal debris to be removed. Identification of all structures and pipes to be removed on site was hampered by large brush growing in and around the ponds. The Contractor may encounter additional piping and structures not identified in these plans. The Contractor is required to remove all piping and structures encountered within the perimeter berms of both pond sites.

Measurement and payment will be made on a percent complete basis. The price shall be full compensation for removal, hauling and disposal of the materials and all incidentals required by these Specifications and Plans. The lump sum price shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

11.8 ESA Protective Fencing - The per each bid price for environmental service area fencing shall in accordance with the construction plans for protective fencing around elderberry shrubs noted for protection in the plans and shall include a 10' radius barrier around each to prevent damage or disturbance of the shrubs. The per each price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.9 Sludge Removal and Disposal - The per ton bid price shall include all work and materials necessary for removal and disposal of wastewater sludge at an appropriate disposal facility as specified and shown in the plans and specifications. Sludge depth for removal is indicated on the plans and in Section 12.1. Measure and payment shall be made per ton based on estimated volumes shown in Section 12.1 and confirmed with dump slips. The Contractor shall provide dump slips to the City prior to payment. A post-sludge removal survey is required to verify the depth of sludge excavation. If the survey indicates the Contractor went over the allotted sludge removal quantity, a conversion factor of 1.15 tons/CY will be used to convert the surveyed volume to tons sludge.

The price shall be full compensation for excavation, hauling, disposal, and all incidentals required by these Specifications and Plans. The unit price shall be full compensation for all labor, equipment, tools, and incidentals to complete this item.

11.10 Site Grading - The per cubic yard price shall include all work and materials necessary to grade the site using the provided import as specified and shown in the plans. Measurement and payment will be made on a percent complete basis. The price shall be full compensation for grading, removal of rocks greater than 6 inches diameter as required to complete grading efforts,

and all incidentals required by these specifications and plans. The lump sum price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

11.11 ¾-inch Aggregate Base Rock - The per cubic yard price for ¾-inch aggregate base rock shall include all work and materials necessary to maintain all site access roads outside grading limits during construction, restore the access roads to original form upon project completion, and install aggregate base on the north ponds ramp as shown on the plans. Measurement and payment will be made on a percent complete basis. The price shall be full compensation for furnishing and installation of crushed rock, and all incidentals required by these specifications and plans. The lump sum price shall be full compensation for the preparation and installation of these materials, and for all labor, equipment, tools, and incidentals to complete this item.

SECTION 12: SITE-SPECIFIC PROVISIONS

12.1 Sludge Removal - Contractor shall remove the existing sludge from each of the ponds and haul it to an appropriate disposal site. Contractor shall be responsible for providing the appropriate water content of the sludge as required by the disposal facility being used. Once the depth of sludge removal indicated in the plans is achieved, the Engineer shall test the soil under the removed sludge to confirm all sludge has been removed. The Contractor may be directed to remove additional material if sludge is found and will be paid based on the unit price in the bid. See Section 12.3 for additional specifications related to soil sampling.

Contractor shall provide the dump weight tickets to the City. The Contractor shall determine the quantity of sludge removed using the dump weight tickets. A post-sludge removal survey is required to confirm depths of sludge removal in the ponds. CAD files of the survey must be provided to the City for review.

Sludge Depth for Removal			
Number of Ponds	Pond Number (On Plans)	Depth of Removal (inches)	Estimated Volume (CY)
1	1	47	7,442
2	1A	0	0
3	2	57	10,308
4	2A	0	0
5	3A	1	64
6	3B	6	939
7	3C	1	75
8	4	4	897
9	5	0.5	44
10	5A	1	58
11	6	4	523
12	7	1	124
13	8	6	1,624
14	A	3	293
15	B	2	201
16	C	2	1,555
17	D	3	1,406
18	E	4	1,669
19	F	2	198
Total			27,420

12.2 Dewatering - The sludge and soil at the two pond sites may need to be dewatered prior to disposal or grading efforts; however, in previous years, the ponds have fully dried in the summer months. If necessary, the contractor shall dewater the sludge and/or soil. Excess water removed from the ponds cannot be released into the river or storm drain system. The contractor shall discharge the excess water into the City’s public sewer via an old basin at the WWTP

(approximately 500 feet away). It may be necessary to pump or truck it to this location. Contractor shall submit a dewatering plan to the City for approval prior to execution.

12.3 Soil Sampling - Following the sludge removal, the Engineer will test the soil under the sludge just removed to confirm that the sludge has been removed. The Contractor shall provide the Engineer with a minimum of one week's notice prior to the estimated date of soil sampling. Should additional sludge be required for removal, the City shall pay the contractor based on the unit price in the bid and the Contractor will be required to provide weight slips from the disposal facility and post removal surveys of the ponds. The Contractor shall provide two weeks following soil sampling for lab testing and confirmation of sludge removal prior to commencing grading operations.

12.4 Sediment Import - A recent sediment removal project discarded their dewatered sediment into Ponds 1A and 2A as shown on Sheet C-1 of the Project Plans. Sludge from these areas was removed and relocated to Ponds 1 and 2 as shown on Sheet C-1 of the Project Plans as part of this project. Sediment deposited in Ponds 1A and 2A was tested and its physical properties are provided as an attachment to these Specifications.

12.5 Elderberry Shrubs - The project sites contain multiple Elderberry shrubs which have been located and identified on the plans. These shrubs are potential habitats for the protected Valley Elderberry Longhorn Beetle (VELB). Many of the identified shrubs have been noted for removal on the plans. The remaining shrubs will need to be protected by fencing, either at a 10-foot radius or the dripline of the shrub, whichever is greater, to avoid damage.

12.6 Work Around Powerlines - The project site has an overhead electric powerline that shall be protected during construction. See grading plan details around poles for more detail. Contractor shall take extra precautions when working near and under these poles and powerlines.

12.7 Environmental Mitigations - Environmental documentation has been prepared for this project, including an IS/MND, MMRP, and Biological Opinion of the US Fish and Wildlife Services (USFWS). The MMRP and USFWS Biological Opinion are included in these Specifications as an attachment. The Contractor is required comply with all environmental measures set forth in these Specifications, the MMRP, and the USFWS Biological Opinion. The City will provide a qualified biologist to comply with all measures that require a qualified biologist such as worker training, pre-construction surveys, and monitoring. All other measures will be the responsibility of the Contractor.

12.8 SWPPP Preparation and Implementation - The contractor shall prepare and implement a Storm Water Pollution Prevention Plan and submit to the City for review prior to submitting the Regional Board. It is the responsibility of the contractor to filing a Notice of Intent with the State Water Resources Control Board and to install and maintain BMPs as required by the SWPPP. The contractor must use BMPs to address sediment tracking during sludge removal.

12.9 Access Road Maintenance and Restoration - The contractor shall be responsible for the condition of all access roads outside of the project grading limits during construction. The contractor shall furnish and install ¾-inch aggregate base rock on access roads as required to maintain their condition throughout construction. The contractor shall restore the access roads to their original condition upon project completion, furnishing and installing a minimum of 4-inches

3/4-inch aggregate base rock to restore the access roads. The contractor shall be responsible for maintenance and restoration of all on-site access roads, site entrance, and staging areas as shown on the plans.

12.10 Construction Surveys – The Contractor is required to complete two surveys during construction. The first is a post-sludge removal survey that must be conducted once sludge has been removed from both pond sites. The Contractor shall submit CAD files of the sludge removal survey to the City for review. See Section 12.1 for more information on the post-sludge removal survey. The second required survey shall be completed by the Contractor once grading of the north ponds site is completed. The post-grading survey will be used to confirm earthwork quantities and for as-built drawings. CAD files of the post-grading survey shall be submitted to the City for review.

ATTACHMENT A

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CER Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

ATTACHMENT B
EQUAL OPPORTUNITY
STANDARD CONTRACT LANGUAGE
ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, Age Discrimination and Rehabilitation Acts Assurance: During the performance of this Agreement, Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development of 1974 as amended, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973, and all implementing in regulations.

2. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. State Nondiscrimination Clause

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant of employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and subcontractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 13900 et seq.) and the

applicable regulations promulgated thereunder (California Administrative code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. This Agreement shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

ATTACHMENT C
STATE LABOR STANDARDS PROVISIONS

All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

ATTACHMENT D
CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

PROJECT: MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE

CONTRACT NUMBER: CONTRACT NO. 22-01

All contractors and subcontractors shall give the following certification to the City and forward this certification to the City within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."

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

- C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

(Signature)

(Date)

Typed/Printed Name and Title

ATTACHMENT E
PROPOSAL TO THE CITY SERVICES DEPARTMENT
CITY OF MARYSVILLE

NAME OF BIDDER: _____

TITLE: _____

SIGNATURE OF BIDDER: _____

COMPANY NAME: _____

CONTRACTOR LICENSE NO. _____ CLASSIFICATION _____

BUSINESS ADDRESS: _____

TELEPHONE NO.: AREA CODE () _____

PLACE OF RESIDENCE: _____

The work to be done and referred to herein is in Marysville, State of California, and shall be constructed in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans dated 2015, the Standard Specifications dated 2015, the wage rates of the General Prevailing Wage Rates of the Department of Transportation, and the equipment rental rate and labor surcharge portions of the publication entitled "Labor Surcharges and Equipment Rental Rates."

The work to be done in accordance with the Special Provisions entitled:

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE

Bids are submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price on the basis of the estimated quantity set forth for the item.

The bidder shall set for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and to furnish the two bonds in the sums to be determined as aforesaid with surety satisfaction to the City of Marysville, within fifteen (15) days, not including Sundays and legal holidays, after the bidder has received notice from the Director of Public Works that the contract has been awarded, the City of Marysville may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Marysville.

The undersigned, as bidder, declares that he/she has received Addendum Nos. _____, _____, _____, _____, _____, _____, _____.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, and in submitting this proposal the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the attached non-collusion affidavit, that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and he proposes and agrees, if this proposal is accepted, that he will contract with the City of Marysville in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
BID ITEMS FOR CONTRACT 22-01

Bid Schedule		Estimated Quantity	Units	Unit Price (\$/Unit)	Amount (\$)
1	Mobilization and Demobilization (North Ponds)	1	LS		
2	Mobilization and Demobilization (South Ponds)	1	LS		
3	Clearing and Grubbing	1	LS		
4	SWPPP Preparation and Implementation (North Ponds)	1	LS		
5	SWPPP Preparation and Implementation (South Ponds)	1	LS		
6	Dewatering (Optional)	1	LS		
7	Structure Removal and Disposal	1	LS		
8	ESA Protective Fencing	20	EA		
9	Sludge Removal and Disposal	31,533	TON		
10	Site Grading	137,426	CY		
11	¾-inch Aggregate Base Rock	1,172	CY		
Total Bid Schedules =					

ATTACHMENT F
CITY OF MARYSVILLE
CITY SERVICES DEPARTMENT

BIDDER'S BOND

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
CONTRACT NO. 22-01

We, _____, as Principal, and _____, as Surety, are bound unto the City of Marysville, CITY SERVICES DEPARTMENT, 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 **MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE** for which bids are to be opened at Marysville, California, on _____.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, 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 is 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 judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20__

By: _____

By: _____

ATTACHMENT G

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has ___ has not ___, participated in a previous contract or subcontract subject to the equal opportunity 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 bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts 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.

ATTACHMENT H

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 SECTION 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 (2) 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.

PUBLIC CONTRACT CODE 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 (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

_____, being first duly sworn, deposes and says that he/she is _____ of _____, 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 or 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/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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- 1.01** Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 1.02** Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- 1.03** Does not have a proposed debarment pending; and
- 1.04** 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.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

ATTACHMENT H
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter ____
date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual Planned

13. Type of Payment (check all that apply)

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT I

Following is the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render services to the above-signed bidder. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself.

NAME AND ADDRESS OF SUBCONTRACTOR	LABOR OR SERVICES TO BE PERFORMED AND VALUE THEREOF	SUBCONTRACTOR LICENSE #	CLASS
(1) _____ _____ _____	_____ \$ _____	_____	_____
(2) _____ _____ _____	_____ \$ _____	_____	_____
(3) _____ _____ _____	_____ \$ _____	_____	_____
(4) _____ _____ _____	_____ \$ _____	_____	_____
(5) _____ _____ _____	_____ \$ _____	_____	_____
(6) _____ _____ _____	_____ \$ _____	_____	_____
(7) _____ _____ _____	_____ \$ _____	_____	_____
(8) _____ _____ _____	_____ \$ _____	_____	_____

IF ADDITIONAL SPACE IS REQUIRED, PLEASE CONTINUE ON BACK OF THIS PAGE.

THIS LIST MUST BE SUBMITTED WITH BID PROPOSAL.

ATTACHMENT J
PROPOSAL CERTIFICATION

Accompanying this proposal is a certified or cashier's check, or bidder's bond, in the amount of ten percent (10%) of the total bid price, executed by an admitted surety insurer made payable to the City of Marysville for an amount equal to at least ten percent (10%) of the bid amount.

State if bidder is an individual, corporation, or partnership. If bidder is a corporation, state legal name of the corporation, state of incorporation, and the name of the president, secretary, and treasurer. If the bidder is a partnership, list the names of all the partners.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2, of the California Administrative Code). By my signature on this proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106, and the Title 49 Code of Federal Regulations, Part 29, Debarment and Suspension Certification, are true and correct.

Date: _____

Signature: _____

Name of Bidder: _____

Title: _____

Corporate Seal

ATTACHMENT K
CITY OF MARYSVILLE
CITY SERVICES DEPARTMENT

CONTRACT AGREEMENT

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
CONTRACT NO. 22-01

THIS AGREEMENT, made and concluded this ____ day of _____
20____, between the City of Marysville, 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 under the conditions expressed in the two 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 CITY SERVICES DEPARTMENT, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications and Plans of the State of California Department of Transportation, most recent version, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The Special Provisions and the project plans for the work to be done are entitled:

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE

Which are hereby made part of this contract.

ARTICLE II. – 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 City of Marysville 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.

ARTICLE III. – 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 above 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 IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – 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 VI. – The City of Marysville hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Marysville shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
CONTRACT NO. 22-01**

Bid Schedule		Estimated Quantity	Units	Unit Price (\$/Unit)	Amount (\$)
1	Mobilization and Demobilization (North Ponds)	1	LS		
2	Mobilization and Demobilization (South Ponds)	1	LS		
3	Clearing and Grubbing	1	LS		
4	SWPPP Preparation and Implementation (North Ponds)	1	LS		
5	SWPPP Preparation and Implementation (South Ponds)	1	LS		
6	Dewatering (Optional)	1	LS		
7	Structure Removal and Disposal	1	LS		
8	ESA Protective Fencing	20	EA		
9	Sludge Removal and Disposal	31,533	TON		
10	Site Grading	137,426	CY		
11	¾-inch Aggregate Base Rock	1,172	CY		
Total Bid Amount =					

Approved as to form:

City Attorney
City of Marysville

CITY OF MARYSVILLE

Jim Schaad
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

ATTACHMENT L
CITY OF MARYSVILLE
CITY SERVICES DEPARTMENT
BOND OF FAITHFUL PERFORMANCE

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
CONTRACT NO. 22-01

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____,
the Contractor in the contract hereto annexed, as principal, and _____, as
surety, are held and firmly bound unto the City of Marysville in the sum of
_____ (\$_____) lawful money
of the United States, for which payments, well and truly to be made, we bind ourselves, jointly
and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE**, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

City Attorney
City of Marysville

ATTACHMENT M
CITY OF MARYSVILLE
CITY SERVICES DEPARTMENT
PAYMENT BOND
(Section 9550, Civil Code)

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE
CONTRACT NO. 22-01

WHEREAS, the City of Marysville, CITY SERVICES DEPARTMENT, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the work described as follows:

MARYSVILLE WASTEWATER TREATMENT PLANT PONDS CLOSURE

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

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$ _____) 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 9100, 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 from 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.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20__

By: _____
Principal

By: _____
Attorney-in-Fact