

**CITY OF MARYSVILLE  
PUBLIC WORKS DEPARTMENT  
526 C STREET  
MARYSVILLE, CALIFORNIA 95901**

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

**FOR**

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT NO. 26-02**

**FOR USE WITH STANDARD SPECIFICATIONS AND STANDARD  
PLANS DATED 2025 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. 26-02**

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

  
\_\_\_\_\_  
JOHN MALLEN, P.E., P.L.S.  
RCE. 62315, Exp. 09/30/2027

\*\*\*\*\*  
**SPECIAL NOTICE**  
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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  
PUBLIC WORKS DEPARTMENT**

**NOTICE TO CONTRACTORS**

Sealed proposals will be received at the City Clerk's Office, City of Marysville, located at City Hall, 526 C Street, Marysville, California, 95901, until 2:00 P.M. on **Thursday, October 1, 2026**, 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:

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT NO. 26-02**

No bid will be considered unless it is made on the bid form **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.

General Work Description:

The work in general consists of examining the existing street surfaces, providing public notification and posting, grinding, cleaning and preparing the existing surface including removal of existing pavement striping, markers, and markings where not in the area of grinding or pulverizing and protecting all gate valve lids, manhole covers, and utility lids, referencing lids on gutters, providing traffic control. Then either performing pavement repairs (digouts), 0.10' minimum depth Micro-Mill of the existing pavement surface, installation of pavement fabric, or Full Depth Recycling (FDR), placing hot mix asphalt overlay or new hot mix asphalt section, adjusting to grade all gate valve lids, manhole covers, and utility lids placing thermoplastic traffic stripes and pavement markings, placing pavement markers including blue markers associated with fire hydrants, and final cleanup. The work is described in more detail in the project plans and specifications. Other such items or details not mentioned above that are required by the plans, Standard Specifications, or the Special Provisions, and as directed by the Engineer, shall be performed, placed, constructed, or installed.

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**

| <b>BASE BID SCHEDULES</b>                                                       |
|---------------------------------------------------------------------------------|
| Bid Schedule A1 - 4th Street (D Street - B Street)                              |
| Bid Schedule A2 - 5th Street (D Street - B Street)                              |
| Bid Schedule A3 - 6th Street (C Street - B Street)                              |
| Bid Schedule A4 - C Street (4th Street - 6th Street)                            |
| <b>ADD ALTERNATE BID SCHEDULES</b>                                              |
| Add Alt Bid Schedule - ALT 1 - 4th Street (F Street - E Street)                 |
| Add Alt Bid Schedule ALT 2 - 4th Street (E Street - D Street)                   |
| Add Alt Bid Schedule ALT 3 - Oak Street (Rodarte Way) (5th Street - 6th Street) |
| Add Alt Bid Schedule ALT 4 - 4th Street (B Street - A Street)                   |

The estimated cost of the project is **\$900,000.**

The work shall be completed within **45** working days.

No pre-bid meeting is scheduled for this project.

Bids are required for the entire work described herein.

In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the contractor shall possess a valid Class A, General Engineering, contractor's license(s) at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license(s) at the time of award.

Plans, specifications, and proposal forms for bidding this project can be obtained at the Public Works office, City of Marysville, 526 C Street, Marysville, California, 95901, for a non-refundable deposit of \$40.00 per set. If a contractor elects to submit a bid, the proposal form shall be on the form the City provides in the specifications or as modified by addendum. An additional non-refundable deposit of \$5.00 for shipping and handling is required for those requesting delivery by U.S. mail. Deposit shall be in the form of a cashier's check, personal check, or business check.

This project is partially funded by California Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 funds.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990. The City of Marysville hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest. Please direct questions to the public works department, (530) 749-3902. Inquiries may be submitted in writing to Director of Public Works, at 526 C Street, Marysville, CA 95901 or by e-mail to the Consultant City Engineer at [jmallen@verdantas.com](mailto:jmallen@verdantas.com). Plans, specifications, and proposal forms can be downloaded in PDF format, online at <https://www.marysville.ca.us/bids-rfps>.

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](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). The contractor and any of its subcontractors shall pay not less than said specified wage rates to all workers employed by them in the execution of the Work.

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.

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

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 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 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.

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.

In its discretion, the City Council of Marysville or its designee reserves the right after opening the bids to reject any or all bids, to waive any informality in a bid or bid submittal, and to award to the lowest responsive, responsible bidder for the base bid schedule, as it may best serve the interests of the City. At the time of the award, the City will determine if any the add alternate bid schedules are added to the base contract.

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.

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

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

MAGGIE SANCHEZ, CITY CLERK  
CITY COUNCIL 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,” dated 2022, 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:

“Department” or “Department of Transportation” – The PUBLIC WORKS DEPARTMENT of the City of Marysville.

“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 City of Marysville.

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 shall be on the provided forms from the City of Marysville** and shall be made upon the proposal forms included in these Special Provisions or modified by addendum. All proposals must give the prices proposed, with unit prices prevailing, and must be signed by the bidder with his address. **Copies of proposal forms obtained from a source other than the City will not be allowed.**

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 for base bid schedule. At the time of the award, the City will determine if any the add alternate bid schedules are added to the base contract. Bid add alternate 3 for A Street cannot proceed until California Water Service replaces their water main in that section which may be the second quarter of 2024.

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 Disadvantaged Business Enterprise (DBE) Requirements – There is not a DBE goal set for this project, but the contractor is encouraged to use DBE resources whenever possible.

### **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 — Special attention is called to Section 5.1.07 of the Standard Specifications, with the following modifications:

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 Standard Specifications, and Special Provisions shall govern over both Plans and Standard Specifications.

3.4 Environmental Control – Attention is directed to Sections 13 and 14 of the Standard 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.

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.

Contractor will be required to provide the City a spill countermeasure plan prior to beginning construction.

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.

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 8-1.01, “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 contractor 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.

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 actually drawing water therefrom and shall keep hydrants clear for possible use by the Fire Department.

5.2 Dust Control – Dust control measures shall be taken in conformance to Section 14-9.03 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 **Eight Thousand Dollars (\$8000)** 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 **forty-five (45) working days** from the date stated in the Notice to Proceed as the date to start work. If a bid schedule segment is delayed for utility relocation or replacement prior to beginning work, it will not be counted in to overall project completion working days.

### 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 – The City has scheduled relocation of public utilities to provide for little or no delay to the contractor. It is anticipated that utility companies may be engaged in relocation work immediately prior to Contractor's work on the project. Some coordination of scheduling between the Contractor and the utility company may be necessary to minimize or eliminate delays to the Contractor. 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
- Material Submittals
- 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, except such as is mentioned in these special provisions to be furnished by the City.

8.3 Quality Control – Contractor shall provide material submittals for all materials to be used on this contract. Prior to starting Slurry Seal placement, Contractor shall provide to Engineer “certified revolutions” for spreading rate calculations for each spreading unit that will be used to accurately compute emulsion and aggregate per square yards being placed. 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 – The Contractor shall hire a geotechnical firm to perform all testing at City’s direction within the limits of work. Testing procedures and frequency to be used by the geotechnical firm shall be in accordance with the City’s testing procedures and as directed by the Engineer. All costs incurred will be paid by the Contractor. Minimum compaction testing requirements are as follows:

a. Roadway Subgrade and Aggregate Base – Compaction for roadway subgrade and aggregate base shall be tested using nuclear density testing gauges in accordance with ASTM D-1557, D-2922, and D-3017. In cases of highly variable subgrade materials, compaction tests shall be taken in accordance with California Test 216 with a maximum density determination at each location, if necessary. Compaction test frequency for roadway subgrade and aggregate base shall be one test location per each 5,000 square

feet of pavement surface per lift of material. Random test locations shall be determined using either ASTM D-3665 or California Test 375.

b. Asphalt Concrete – Compaction for asphalt concrete shall be in accordance with California Test 375. Compaction test frequency for asphalt concrete shall be one test location per each 2,500 square feet of pavement surface area with a minimum of 3 tests per street segment or cul-de-sac.

c. Trench Backfill – Compaction for trench backfill shall be tested using nuclear density testing gauges in accordance with ASTM D-1557, D-2922, and D-3017. Compaction test frequency for trench backfill shall be one test per 24 inches of compacted of material per 100 linear feet of trench.

Full compensation for testing materials shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

## **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 7-1.04 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. Temporary approaches at private driveways shall be provided as needed and when ordered by the Engineer, and shall be kept in good condition.

Temporary altered or alternate accessible pedestrian route of travel shall be provided around any sidewalk closure at all times. Altered and alternate routes of travel shall comply with Sections 6D.01, 6D.02, and 6D.05 of the California Manual on Uniform Traffic Control Devices and shall be kept in good usable condition.

Temporary altered or alternate pedestrian routes of travel shall be accompanied by temporary accessible pedestrian channelizing devices or barricades. If pedestrian barricades are to be used, they shall be located such that a disabled pedestrian shall not have to backtrack more than one block in order to reach an identified alternate route of travel. Accessible pedestrian channelizing devices and barricades shall comply with Sections 6F.63, 6F.68, and 6F.71 of the California Manual on Uniform Traffic Control Devices.

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

Attention is directed to the following special traffic control provisions:

- a. Streets – One traffic lane in each direction, at least eleven feet (11') wide, shall be maintained at all times.
- b. Minor Streets – Remaining streets within the construction area may be closed as construction necessitates subject to the conditions in subparagraph c. below.
- c. General Traffic Control Requirements:
  - 1) Contractor shall provide all necessary detour signs, warning signs, safety devices, and flagmen, as determined by the Public Works Director.
  - 2) **Contractor shall provide adequate notice to City and to affected property owners of closures forty-eight (48) hours prior to closure.**
  - 3) Contractor shall assure that adequate ingress and egress is provided to all commercial establishments adjacent to the work at all times.
  - 4) Contractor shall assure that residents of residential properties adjacent to the work are afforded reasonable and safe access to their property, and that overnight parking of their vehicles on such property is not restricted except when suitable on-street parking is available.
  - 5) Trenches which have been backfilled but not fully restored and which are to be utilized by public traffic shall be temporarily patched with cold mix asphalt prior to traffic usage unless otherwise approved by the Engineer. This requirement is in addition to those set forth in Section 13.11 of these Special Provisions

## **SECTION 10**

### **DESCRIPTION OF THE WORK**

10.1 General – The work in general consists of examining the existing street surfaces, providing public notification and posting, grinding, cleaning and preparing the existing surface including removal of existing pavement striping, markers, and markings where not in the area of grinding or pulverizing and protecting all gate valve lids, manhole covers, and utility lids, referencing lids on gutters, providing traffic control. Then either performing pavement repairs (digouts), 0.10' minimum depth Micro-Mill of the existing pavement surface, installation of pavement fabric, or Full Depth Recycling (FDR), placing hot mix asphalt overlay or new hot mix asphalt section, adjusting to grade all gate valve lids, manhole covers, and utility lids placing thermoplastic traffic stripes and pavement markings, placing pavement markers including blue markers associated with fire hydrants, and final cleanup. The work is described in more detail in

the project plans and specifications. Other such items or details not mentioned above that are required by the plans, Standard Specifications, or these Special Provisions, and as directed by the Engineer, shall be performed, placed, constructed, or installed.

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** **EARTHWORK & PAVING**

11.1 Tree Removal – Tree removal shall be done in compliance with Section 16, “Clearing and Grubbing,” of the Standard Specifications. Payment will be made at the unit price bid therefor in the bid schedule; except when no bid item is provided for tree removal, the cost therefor shall be included in the price bid for clearing and grubbing.

11.2 Clearing and Grubbing – Clearing and grubbing shall conform to the provisions of Section 16 of the Standard Specifications.

Clearing shall consist of the satisfactory removal and disposal of all debris and rubbish within the bounds of the contract right-of-ways, including all objects, bushes, and material called for on the plans or necessary for the prosecution of the work for which a separate bid item is not provided.

Grubbing shall consist of the removal of stumps, tree roots and other objectionable material within the limits directed. Depressions made by grubbing shall be filled, compacted and graded to conform to the original ground surface.

11.3 Concrete Removal – Concrete removal shall be done in accordance with Section 15-3 of the Standard Specifications as shown on the plans and as directed by the Engineer. Concrete removal shall be to neat saw cut lines, as directed by the Engineer.

Concrete removed shall be disposed of by the Contractor.

Measurement for payment shall be made by the Engineer before or during removal operations.

11.4 Earthwork – The earthwork involved shall conform to the provisions for “Roadway Excavation” of Section 19 of the Standard Specifications except as modified by these Special Provisions.

a. Excavation – Excavation shall consist of all excavation on the project involved in the grading and construction of roadways, curb and gutters, sidewalks and driveways. Surplus excavated material shall be disposed of by the Contractor.

b. Compaction – The relative compaction of original ground areas below the grading plane to a point six inches (6”) below the grading plane, and embankment areas, under base and surfacing and concrete work plus two feet (2’) each side thereof, shall be compacted to a relative compaction of ninety percent (90%) of California Test 216.

If subsidence occurs as a result of compacting original ground, the Contractor shall borrow selected earth material from excavation and shall compact the same to the elevation of the grading plane in accordance with these Special Provisions. Full compensation for excavating and placing such selected earth material will be considered as included as part of work involved in compacting original ground.

c. Testing Compaction – Testing shall be done in accordance with Section 8.4 of these Special Provisions as determined by the Engineer. For testing purposes, moving averages will be based on separate areas consisting of contiguous construction areas.

d. Payment – Payment for the labor, materials, tools, equipment, and incidentals required for doing all the work involved in excavating, loading, hauling, depositing, spreading, and compacting subgrade material and other earthwork, including furnishing and applying water and disposing of surplus materials shall be considered as included in the unit price bid for “Roadway Excavation” in the schedule.

11.5 Restrictions on Purchases of Mined Materials – Per Section 20676 of the Public Contract Code, any construction aggregate (sand, gravel, crushed rock, road base, etc.) shall be purchased from an operation listed on the 3098 List. The 3098 List can be viewed at the Department of Conservation’s Office of Mine Reclamation (OMR) website:

<https://www.conservation.ca.gov/dmr>

To confirm whether or not a specific operator is on or off the list at any time, contact the Office of Mine Reclamation at (916) 323-9198.

11.6 Aggregate Base – Shall be Class 2 – ¾” maximum grading and shall conform to Aggregate Base Section 26 of the Standard Specifications, except as modified herein.

The surface of the finished aggregate base at any point shall not vary more than 0.05 foot above or below the grade established by the Engineer.

Aggregate base shall not be placed on the prepared subgrade until the Engineer has given his approval of the prepared subgrade.

The aggregate base shall be ninety-five percent (95%) compacted and the method of compaction shall be suitable for the backfill material used, and shall be approved by the Engineer

Measurement for payment of aggregate base shall be from back of curb to back of curb. The contract price per ton shall include full compensation for furnishing all labor, tools,

materials, and equipment involved in constructing aggregate base complete in place as shown on the plans and directed by the Engineer.

11.7 Prime Coat – Not used.

11.8 Paint Binder – A paint binder (asphaltic emulsion) shall be furnished and applied in conformance with Section 39-1.09C of the Standard Specifications, except that full compensation for furnishing and applying paint binder (asphaltic emulsion) and sanding (if directed by the Engineer) shall be considered as included in the price paid for asphalt concrete and no additional compensation will be allowed therefor.

11.9 Pavement Repair – Pavement repair shall include removing pavement failures as marked on the street by the Engineer, compacting the base material, and placing asphalt concrete. Individual pavement repairs will be not less than two feet (4') wide and not less than sixteen (16) square feet in area. All street cuts around defective areas will be done with a saw, cut to full depth of the pavement. At the Contractor's option, defective areas may be removed by grinding to the full depth of the pavement without saw cutting the perimeter of the defective area.

The existing material shall be removed to a minimum depth of four inches (4"), but in no case less than the depth of the existing pavement. The existing base material shall be compacted to a density of ninety-five percent (95%). If there is no base material, pave section with four inches (4") of asphalt concrete. If the existing pavement is thicker than four inches (4"), Class 2 aggregate base shall be used to fill the excavation to a depth of four inches (4"). At the contractor's option, if the existing pavement is thicker than four inches (4"), the section may be paved full depth with asphalt concrete.

If, in the opinion of the Engineer, the existing subgrade material is unsuitable, the subgrade material shall be removed to a depth as directed by the Engineer, replaced with Class 2 aggregate base, and compacted to a relative density of ninety-five percent (95%). The removal and replacement of subgrade material will be paid as force account work.

The edges of the existing pavement shall be tacked with SS-1 emulsified asphalt immediately prior to paving. Asphalt concrete shall be type "B" and conform to Section 39 of the Standard Specifications.

The Contractor shall be responsible for disposing of all excavated materials off-site.

The contract unit price per square foot for "Pavement Repair" shall include full compensation for furnishing all labor (including flagmen), materials, tools, and equipment and doing all work involved in the removal and replacement of failed pavement areas in accordance with this section, including grinding and removal of existing asphalt concrete.

11.10 Cold Plane/Conform Grind Asphalt Concrete – This bid item shall include grinding asphalt concrete pavement at the locations and to the dimensions shown on the Plans, in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Planing asphalt concrete pavement shall be performed by the cold planing method and not by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm (30 inches) in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surface to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 45 mm (0.15 foot) will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (vertical: horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way.

Operations shall be scheduled so that not more than seven (7) calendar days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface shall become the property of the Contractor and disposed of offsite, unless otherwise directed or approved by the Engineer.

Contract removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m (50 feet) of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans. Grinding for removal of asphalt concrete associated with Pavement Repair (digouts) will be measured and paid for separately under the Pavement Repair bid item.

The contract price paid per square yard for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Plans, Standard Specifications, and these Special Provisions, and as directed by the Engineer.

11.11 Road Surface Preparation – In addition to the requirements of Section 39-1.09B of the Standard Specifications, road surface preparation shall also include the removal and proper disposal of all pavement markers within the project limits. Contractor shall be responsible for filling any holes caused by the removal of pavement markers. Holes shall be filled with a material approved by the Engineer. Paint binder shall not be applied until surface is clean and free of vegetation. The Contractor will also be responsible for maintaining the striping locations, including locations where striping changes from no passing to passing, to ensure replacement of same in the original locations. Compensation for “Road Surface Preparation” shall be included in other items of work, and no additional compensation will be allowed therefor.

11.12 Tack Coat – A tack coat (asphaltic emulsion) shall be furnished and applied in conformance with Section 39 of the Standard Specifications. Full compensation for furnishing and applying tack coat (asphaltic emulsion) and sanding (if directed by the Engineer) shall be considered as included in the price paid for Pavement Reinforcing Fabric and no additional compensation will be allowed therefor.

11.13 Pavement Reinforcing Fabric – Attention is directed to Section 88-1.02J of the Standard Specifications and to these Special Provisions. No more than one roll of fabric may be placed in advance of hauling operations. Fabric shall be placed or trimmed so that no fabric is exposed beyond the edge of pavement.

This bid item shall include placing pavement reinforcing fabric between the existing asphalt concrete (or leveling course) and the overlay materials in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for this item shall include full compensation for furnishing all labor, materials, equipment, and incidentals for performing all the work as described in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

11.14 Asphalt Concrete – Hot Mix Asphalt (asphalt concrete) shall be either ¾-inch Type A or ½-inch Type A, as designated on the Plans. Asphalt concrete shall conform to the provisions of Section 39 of the Standard Specifications and to these Special Provisions. Asphalt binder to be

mixed with aggregate shall be steam-refined paving asphalt in conformance with the provisions in Section 92, "Asphalts," specification grade PG 64-10, or as determined by the Engineer.

**Contractor is to produce, construct, provide quality control, and quality control testing for Hot Mix Asphalt in accordance with Section 39-2 "Standard Construction Process" of the Standard Specifications.**

Before placing asphalt concrete on the prepared base course, it is the Contractor's responsibility to ascertain that the base course is accurately brought to the required grade. Asphalt concrete shall be placed and compacted to ninety-five percent (95%) relative compaction at not less than the required thickness shown on the plans.

The casting of loose materials upon the freshly placed mat behind the paving machine and ahead of the breakdown roller is specifically prohibited. Whenever new paving is joined to existing paving, the paving surface at the joint shall be sealed with asphalt emulsion four inches (4") each side of joint after final compaction of asphalt concrete. Sealant shall be sanded as necessary to prevent traffic pickup.

Certificates of compliance shall be submitted for all materials in asphalt concrete.

In addition to the requirements in Section 39-2.04, "Transporting, Spreading, and Compacting" of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices when paving. When placing the initial mat of asphalt concrete on existing pavement or prepared aggregate base, the end of the screed nearest the centerline shall be controlled by a sensor, activated by a ski device not less than thirty feet (30') long. The end of the screed farthest from the centerline shall be controlled by a sensor that responds to the grade of the existing surface and will reproduce final grade in the new mat within 0.01 foot (3 mm) tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should automatic screed controls fail to operate properly and all remedial attempts to correct the equipment by the Contractor have been applied during any day's work, the Contractor may use manual controls of spreading equipment for the remainder of the day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

Type of pavers that meet minimum requirements for this project are Cedar Rapids 451/551 Series, CAT Rubber Tire AT-1000B, CAT Track AT-1050B, or comparable.

The top of the surface layer of asphalt concrete that does not meet all specified surface tolerances shall be brought within tolerance by abrasive grinding. Areas that have been ground shall receive a fog seal coat. Deviations in excess of 0.3 inch which cannot be brought into specified surface tolerances by abrasive grinding shall be corrected by either removal and replacement or placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Any replacement or overlay pavement not meeting specified tolerances shall be corrected by the methods specified above. All corrective work shall be at the Contractor's expense.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from and parallel to the nearest lane line or pavement edge and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance.

Abrasive grinding shall conform to the requirements in Section 42-3.03, "Construction," of the Standard Specifications, except that the grinding residue shall be disposed of outside the public right-of-way.

String line or other suitable methods of alignment may be required to ensure straight longitudinal joints.

Asphalt concrete shall not be placed until roadways are determined by the Engineer to be ready for paving.

At locations as directed by the Engineer, the Contractor shall place a tack coat and skin patch using 3/8" asphalt concrete. Areas to be leveled shall be feathered to match existing surface. The maximum spread rate is 175 tons per lane mile or 40 square yards per ton and shall not be exceeded unless determined by the Engineer. Asphalt concrete may be placed by motor grader, float tractor, or any other means to obtain a level, uniform surface. At each location requiring a leveling of 3/8" asphalt concrete, a paving machine shall be used and pavement reinforcing fabric and/or surface course of asphalt concrete shall be placed within forty-eight (48) hours of the placement of the leveling course.

Public and private roads adjacent to pulverized or reconstructed areas may require additional attention to safely conform to existing grade. Asphalt concrete may be placed by float tractor or any other means to obtain a level, uniform surface.

After rolling of asphalt concrete and before leaving the construction site, the Contractor shall place temporary pavement delineation per Section 11.14, "Temporary Pavement Delineation," of these Special Provisions. Any pavement markings obliterated during work, that the Engineer deems necessary, shall receive temporary markings before reopening the travel way to public traffic. Compensation for temporary pavement delineation shall be considered as included in the cost for asphalt concrete and no additional compensation will be allowed therefor.

**11.15 Temporary Pavement Delineation** – Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of, or revision to, pavement delineation, temporary or permanent pavement delineation shall be in place and conflicting pavement delineation removed, prior to opening the traveled way to public traffic. Lane line pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary to establish the alignment of temporary pavement delineation, including any required lines and marks, shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing or other temporary pavement delineation.

Temporary pavement delineation for lane lines shall consist of temporary reflective raised pavement markers placed at longitudinal intervals of not more than twenty-four feet (24'). Temporary reflective raised pavement markers shall be the same color as the lane line the markers replace.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place temporary reflective raised pavement markers in areas where removal of the markers will be required.

In lieu of temporary reflective raised pavement markers, four inch (4'') reflectorized traffic tape may be used as directed by the Engineer.

Removable type traffic tape shall be applied in accordance with the manufacturer's installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic tape shall be applied straight on tangent alignment and on a true arc on curved alignment. Traffic tape shall not be applied when the air or pavement temperature is less than 50°F unless the installation procedures to be used are approved by the Engineer prior to beginning installation of the tape.

Full compensation for furnishing, placing, maintaining, and removing temporary delineation including temporary reflective raised pavement markers, cones, delineators, channelizers, four inch (4'') traffic stripe, and providing equivalent patterns of the permanent traffic lines when required shall be considered as included in the contract prices paid for the items of work that obliterated the pavement delineation and no separate payment will be made therefor.

**11.16 Adjusting Manholes and Valves to Grade** – Existing manholes shall be adjusted to grade with materials similar in quality to those in the original structure in accordance with the provisions of Section 15-2.10B of the Standard Specifications and these Special Provisions.

Manholes and valve boxes shall be lowered prior to milling operations and raised to finish grade per the plans and specifications.

After the manhole frame has been removed, the top of the structure shall be carefully trimmed to provide a suitable foundation for the new material. Existing frames and covers are to be used.

Class "B" concrete shall be used for backfilling and shall be struck off to a depth of two inches (2") below the adjacent surfacing. Type "B" asphalt concrete shall be placed over the concrete backfill smooth with the adjacent pavement.

Adjusting manholes and valves to grade within the publicly used travel lanes shall be completed, including placing paving material around and to the level of the frame and cover, by the end of the same day on which work started. If permanent pavement backfill cannot be completed by the end of the work day, the Contractor shall place temporary paving material to the finished grade level of the frame and cover. The Contractor shall maintain the temporary paving smooth and level with the frame and cover until such time as the permanent paving is placed.

11.17 Survey Monument Wells – Survey monument wells shall be constructed at locations indicated on the plans and as directed by the Engineer.

The concrete used in the construction of the monument well assembly shall be of Class "B" and shall conform to the applicable provisions of Section 90 of the Standard Specifications.

The price paid for each monument well shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work including structure excavation and backfill involved in the construction of the monument well in place.

11.18 Finishing Roadway – Finishing roadway shall conform to Section 22 of the Standard Specifications and these Special Provisions.

Finishing roadway shall include replacing or relocating all roadway signs, mailboxes, sprinklers, and related facilities removed to facilitate the work, cleaning the roadway surface and adjacent areas of all excess construction materials and debris, and shaping and grading excavated and filled areas adjacent to the work.

Excavated and filled areas adjacent to the work and contiguous to private property and landscape areas shall be of loose select material to a depth of six inches (6"), smoothly graded and sloped as directed by the Engineer.

Payment for finishing roadway shall be considered included in the prices bid for other related items of work and no additional compensation will be made therefor, except where specific bid items are provided on the bid schedule the specified items will be compensation at the price bid therefor.

11.19 Roadway Signs – Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications, these Special Provisions, and Standard Detail No. 109.

Roadside signs shall conform to State Specifications which may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA, 95819, (916) 739-2400. Full compensation for furnishing and installing sign panels and metal posts shall be considered as included in the contract price paid for the roadside signs and no separate payment will be made therefor.

## **SECTION 12**

### **TRAFFIC STRIPES & PAVEMENT MARKINGS**

12.1 Pavement Delineation Layout – Contractor is responsible for re-establishing the existing pavement delineation, including traffic stripes, traffic markers, and markings, after the slurry seal has been placed to their previous positions, unless modified by the Engineer. Contractor is to use his forces to accurately locate the positions of all traffic stripes, traffic markers, and markings prior to their removal due to construction activities so that the new pavement delineation can be replaced in the same or determined location. **This shall include replacing blue markers associated with fire hydrants.**

Full compensation for laying out the new pavement delineation in accordance with current City Standards, including thermoplastic traffic stripes, thermoplastic pavement markings, and pavement markers shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefore.

12.2 Remove Traffic Stripes, Pavement Markings, and Markers – All existing traffic stripes, pavement markings, and markers are to be removed prior to placing asphalt concrete overlay or slurry seal in project areas, including, but not limited to, all thermoplastic stop bars, stop legends, bike lanes, yellow centerlines, crosswalks, and miscellaneous markings. Contractor shall comply with Title 8, Section 1532.1 of the California Code of Regulations pertaining to potential occupational exposure to lead.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet (10') of a lane occupied by public traffic, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.

Full compensation for removing painted and thermoplastic striping and markings and removing and disposing of pavement markers shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

12.3 Thermoplastic Traffic Stripes and Traffic Markings – Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, “Traffic Stripes and Pavement Markings,” of the Standard Specifications and these Special Provisions. Unless otherwise shown on the Plans, traffic stripes shall be in accordance with the following details:

| <u>Description</u>               | Caltrans Detail          |                       |
|----------------------------------|--------------------------|-----------------------|
|                                  | <u>Speed &lt; 35 mph</u> | <u>Speed ≥ 35 mph</u> |
| Centerline                       | Detail 1                 | Detail 2              |
| Laneline                         | Detail 8                 | Detail 9              |
| No Passing Zone – Two Directions | Detail 21                | Detail 22             |
| Right Edgeline                   | Detail 27                | Detail 27             |
| Two-Way Left Turn Lane           | Detail 31                | Detail 32             |
| Channelizing Line                | Detail 38A               | Detail 38B            |
| Bike Lane                        | Detail 39 & 39A          | Detail 39 & 39A       |

**Primer shall be applied:**

- a. **To asphaltic surfaces over 6 months old and to all concrete surfaces**
- b. **Immediately before, and concurrently with the application of the thermoplastic**
- c. **At the manufacturer’s instructed rate**

Where striping joins existing striping, as shown on the Plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

All traffic stripes shall be placed using thermoplastic material unless otherwise noted on the plans or directed by the Engineer.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 90 mils.

The contract prices paid per lineal foot for thermoplastic traffic stripes and per each for the thermoplastic pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in painting traffic stripes (regardless of the number, widths, and patterns of individual strips involved in each traffic stripe) and pavement markings including establishing alignment for stripes and layout work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

12.4 Pavement Markers – Pavement markers shall conform to the provisions in Section 85, “Pavement Markers,” of the Standard Specifications and these Special Provisions. Non-reflective pavement markers shall be ceramic.

At the option of the Contractor, a hot melt bitumen adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in Section 85-1.06 of the Standard Specifications. The bitumen adhesive material, if used, shall conform to the following:

| <u>Specification</u>                                                | <u>ASTM Test Method</u> | <u>Requirement</u> |
|---------------------------------------------------------------------|-------------------------|--------------------|
| Flash Point, COC °F                                                 | D 92                    | 550 Min.           |
| Softening Point, °F                                                 | D 36                    | 200 Mm.            |
| Brookfield, Viscosity, 400°F                                        | D 2196                  | 7,500 cP, Max.     |
| Penetration, 100g, 5 sec., 77°F                                     | D5                      | 10-20 dmm          |
| Filler Content, % by weight<br>(insoluble in 1,1,1 Trichloroethane) | D 2371                  | 50 - 75            |

Filler material shall be calcium carbonate and shall conform to the following fitness:

| <u>Sieve Size</u> | <u>Percent Passing</u> |
|-------------------|------------------------|
| No. 100           | 100                    |
| No. 200           | 95                     |
| No. 325           | 75                     |

Bitumen adhesive shall be indirectly heated in an applicator with continuous agitation. The adhesive shall be applied at a temperature between 400° F and 425° F. Markers shall be placed immediately after application of the adhesive.

Placement of markers using bitumen adhesive shall conform to the requirements for placing markers in said Section 85-1.06 of the Standard Specifications, except as follows:

- a. Markers shall not be placed when the pavement or temperature is 50° F or less.
- b. Blast cleaning of clean, new asphalt concrete surfaces will not be required.
- c. Blast cleaning of clean, new seal coat surfaces will not be required.

Placement of markers associated with fire hydrants shall be at locations determined by the Engineer.

Pavement markers not placed within one-half inch (1/2") of the required locations shall be subject to removal and replacement in the correct locations, as directed by the Engineer.

The contract unit prices paid for pavement marker (retro-reflective) and pavement marker (non-reflective) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in furnishing and placing pavement markers, complete in place, including adhesives, and establishing alignment for pavement markers, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **SECTION 13**

#### **MICRO-MILLING**

13.1 General - Micro-milling shall consist of the cold milling of existing asphalt concrete pavement with a milling machine equipped with a cutting drum specifically designed and constructed for micro-milling.

13.2 Equipment - Milling machines shall conform to the following:

- a. Be equipped with a micro-milling drum with tungsten-carbide-tipped cutting teeth spaced no greater than 1/4 inch apart on center. The configuration of the teeth shall be such that the deviation in elevation between any 2 teeth does not exceed 1/16 inch.
- b. Be capable of removing asphalt concrete pavement to a tolerance of + 1/8 inch.
- c. Be equipped with an automatic grade control system operating in “profile” mode. The system shall be either:
  - i. a 30-foot-long paving machine ski with spring-loaded feet attached to the bottom on not more than 1.5-foot increments, such that the feet rise and fall over small irregularities on the pavement surface. The upper part of the ski shall be one piece and of such construction that it will not flex or bend by more than 1/8 inch at either end when supported off the grade by a fixture located at its center of gravity. The grade control system shall be referenced off the center of the ski, with skis mounted on each side of the milling machine such that the ski’s longitudinal center is even with the center of the milling machine’s cutting drum; or,
  - ii. a sonic averaging system with automated controls. Each corner of the milling machine shall be equipped with sonic grade averaging and slope sensors. The system shall feature plug-in connections, internal cable routing, 2 dual control boxes for ground personnel each capable of controlling each side of the milling machine, and a separate control box for the operator.
- d. Be equipped with a Tier III or higher engine compliant with the regulations of the California Air Resources Board.

13.3 Milling Operations - Milling operations shall progress from the low side of each roadway barrel or lane and progress towards the high side. Each successive pass of the milling machine shall meet the line and grade of the previous pass. The speed of the milling machine shall be maintained at a rate which results in a uniform pavement texture.

Micro-milling shall result in a grid-patterned textured pavement surface with longitudinal ridges approximately the same distance apart as the cutting teeth. The ridges shall be

consistent in depth, width, and profile. The distance between the top of each ridge and the adjacent valleys shall not exceed 1/8 inch.

The resulting profile and cross slope of the milled pavement surface shall be such that a 12-foot long straightedge laid perpendicular or parallel to the centerline will not allow a shim with a width of 1 inch and a thickness of 3/16 inch to pass under the straightedge at any point except at breaks in profile grade or cross slope.

Milled pavement surfaces which do not conform to the requirements above shall be corrected by the Contractor. The Contractor shall prepare and submit to the Engineer for approval a correction plan prior to initiating corrective action.

During milling operations, the cutter teeth shall be regularly checked and replaced as necessary to maintain the tolerances specified in section 13.2.

13.4 Work Site Maintenance – A self-loading motorized street sweeper equipped with both brooms and a vacuum system, and a functional water spray system shall immediately follow the milling machine. Sweeping shall continue until loose millings have been completely removed and as requested by the Engineer. The Contractor shall maintain the micro-milled surface until the surface treatment is applied.

13.5 Disposal of Millings - Millings shall be considered the property of the Contractor and shall be disposed of by the Contractor. The Contractor shall notify the Engineer a minimum of two (2) full Working Days prior to the start of milling operations of the disposal location.

13.6 Measurement - Micro-milling will be measured by the square foot.

13.7 Payment - Payment for micro milling will be made at the Contract Unit Price per square yard.

## **SECTION 14**

### **FULL DEPTH RECLAMATION (FDR)**

14.1 General - Full Depth Reclamation (FDR) and Full Depth Reclamation – Cement treated (FDR-C) shall consist of constructing a uniform recycled pavement base by pulverizing the asphalt concrete pavement and underlying material in accordance with the general terms and methods described Standard Specification Section 30-1 conforming to Section 30-2 for standard FDR sections and Section 30-4 for cement treated FDR-C sections.

14.2 Cement Treatment & Mix Design – For FDR sections designated as cement treated (FDR-C), the cement content must be 5 percent by dry weight of cement with a dry unit weight of 120 lb. /cu ft. This equates to a spread rate of 54 lb./sq yd for 12-inch FDR depth, but this cement quantity may increase or decrease based on the contractor mix design. The contractor shall develop a mix design for each identified material from the sampling locations for each street. The mix design must produce FDR-C with an unconfined compressive strength from 300 to 600 psi, determined at 7 days under ASTM D1633, Method A, with the exceptions shown in FDR—Cement Quality Characteristic Requirements table under Standard Specification Section 30-4.02A.

For the mix design for each street, the contractor shall obtain and test material from at least six (6) sampling locations from the existing pavement structure by coring evenly spaced throughout the FDR-cement portion of the project. You may perform additional sampling and testing to optimize the cement content and adjust for varying underlying materials. Determine the exact locations of the sampling locations between wheel paths. Do not sample in the shoulders. Sampling locations must provide sufficient representative material for the mix design. Notify the Engineer at least 2 business days before sampling

The sampled materials used shall be from the specified FDR—cement mixing depth. If any portion of existing asphalt concrete pavement is to be removed before pulverizing, remove that portion of asphalt concrete pavement from the samples used in the mix design. If additional samples of subgrade material are needed, sampling locations can be excavated outside the edge of pavement to variable dimensions. Characterize and record sampling location features such as layer thicknesses and types, distresses, interlayers, thin or thick areas, digouts, and adhesion to the base. Use the sampled material to determine the mix design represented by the sampling location, according to the proportions of the pavement structure shown.

Before opening the mix design sampling locations to traffic, backfill sampling locations by replacing and compacting with an authorized material or minor HMA that complies with section 39-2.07. Backfill and compact to the existing grade and thickness of asphalt concrete pavement, in the Engineer's presence.

During progress of the work, if the contractor encounters an isolated area that requires more cement than described in the mix design for that area, they shall notify the Engineer before applying the additional cement. Spread supplementary cement in compliance with the mix design. Spread supplementary cement uniformly over the full roadway surface width.

14.3 Payment – The contract price paid per square foot Full Depth Reclamation (FDR) and Full Depth Reclamation – Cement treated (FDR-C) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in pulverize roadbed complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If necessary, hauling and disposal of excess material is included in the contract price for pulverize roadbed.

The payment for cement used for the Full Depth Reclamation – Cement treated (FDR-C) shall be paid for by the contract price per ton Cement (5% FDR-C) by dry weight of cement with a dry unit weight of 120 lb. /cu ft

## **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.

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

**PROJECT: SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**

**CONTRACT NUMBER: CONTRACT NO. 26-02**

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

**PROPOSAL TO THE PUBLIC WORKS 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 2022, the Standard Specifications dated 2022, 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:

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**

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:

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**  
**CONTRACT 26-02**

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price (\$/Unit) | Amount (\$) |
|----------|------------------|--------------------|------|----------------------|-------------|
|----------|------------------|--------------------|------|----------------------|-------------|

**Bid Schedule A1 - 4th Street (D Street - B Street)**

|    |                                                                        |        |     |  |  |
|----|------------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 42,968 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                               | 1,000  | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 4,770  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 640    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                            | 10     | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                                 | 15     | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                       | 13     | EA  |  |  |
| 8  | Adjust Utility Vault Covers to grade                                   | 2      | EA  |  |  |
| 9  | Adjust Centerline Monument Covers to grade (Protect monument in place) | 3      | EA  |  |  |
| 10 | Pavement Delineation Crosswalk (Detail A24F - Ladder)                  | 6      | EA  |  |  |
| 11 | Pavement Delineation - Diagonal Parking Lines                          | 64     | EA  |  |  |
| 12 | Pavement Delineation - Parallel Parking Lines                          | 2      | EA  |  |  |
| 13 | Pavement Delineation ("STOP" Legend and Stop Bar)                      | 10     | EA  |  |  |

**Total Bid Schedule A1 =** \_\_\_\_\_

**Bid Schedule A2 - 5th Street (D Street - B Street)**

|    |                                                                        |        |     |  |  |
|----|------------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 45,426 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                               | 4,000  | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 5,050  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 680    | TON |  |  |
| 5  | Asphalt Concrete (Type B) (4-Inch)                                     | 150    | TON |  |  |
| 6  | Adjust Drain Inlet to grade                                            | 3      | EA  |  |  |
| 7  | Adjust Utility Manhole Covers to grade                                 | 11     | EA  |  |  |
| 8  | Adjust Utility (Valve /Cleanout) Covers to grade                       | 12     | EA  |  |  |
| 9  | Adjust Utility Vault Covers to grade                                   | 1      | EA  |  |  |
| 10 | Adjust Centerline Monument Covers to grade (Protect monument in place) | 1      | EA  |  |  |
| 11 | Pavement Delineation Crosswalk (Detail A24F - Ladder)                  | 5      | EA  |  |  |
| 12 | Pavement Delineation (Detail 39 / 39A)                                 | 340    | LF  |  |  |
| 13 | Pavement Delineation - Diagonal Parking Lines                          | 73     | EA  |  |  |
| 14 | ADA Parking Sign                                                       | 1      | EA  |  |  |
| 15 | ADA Crosswalk                                                          | 1      | EA  |  |  |
| 16 | Pavement Delineation ("STOP" Legend and Stop Bar)                      | 5      | EA  |  |  |

**Total Bid Schedule A2 =** \_\_\_\_\_

**Bid Schedule A3 - 6th Street (C Street - B Street)**

|    |                                                                        |        |     |  |  |
|----|------------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 23,816 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                               | 200    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 2,650  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 360    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                            | 6      | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                                 | 5      | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                       | 5      | EA  |  |  |
| 8  | Adjust Centerline Monument Covers to grade (Protect monument in place) | 1      | EA  |  |  |
| 9  | Pavement Delineation Crosswalk (Detail A24F - Ladder)                  | 5      | EA  |  |  |
| 10 | Pavement Delineation - Diagonal Parking Lines                          | 29     | EA  |  |  |
| 11 | Pavement Delineation - Parallel Parking Lines                          | 1      | EA  |  |  |
| 12 | Pavement Delineation ("STOP" Legend and Stop Bar)                      | 5      | EA  |  |  |

**Total Bid Schedule A3 =** \_\_\_\_\_

**Bid Schedule A4 - C Street (4th Street - 6th Street)**

|   |                                                                        |        |     |  |  |
|---|------------------------------------------------------------------------|--------|-----|--|--|
| 1 | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 34,158 | SF  |  |  |
| 2 | Pavement Repair (4" HMA)                                               | 500    | SF  |  |  |
| 3 | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 3,800  | SY  |  |  |
| 4 | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 510    | TON |  |  |
| 5 | Adjust Centerline Monument Covers to grade (Protect monument in place) | 3      | EA  |  |  |
| 6 | ADA Parking Sign                                                       | 1      | EA  |  |  |
| 7 | ADA Crosswalk                                                          | 1      | EA  |  |  |
| 8 | Pavement Delineation - Diagonal Parking Lines                          | 65     | EA  |  |  |
| 9 | Pavement Delineation - Parallel Parking Lines                          | 6      | EA  |  |  |

**Total Add Alt Bid Schedule A4 =** \_\_\_\_\_

**Total Bid Schedules A1 - A4 =** \_\_\_\_\_

**Mobilization / Demobilization 3% =** \_\_\_\_\_

**SWPPP =** \_\_\_\_\_

**Traffic Control =** \_\_\_\_\_

**Total Base Bid =** \_\_\_\_\_

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price (\$/Unit) | Amount (\$) |
|----------|------------------|--------------------|------|----------------------|-------------|
|----------|------------------|--------------------|------|----------------------|-------------|

**Add Alt Bid Schedule - ALT 1 - 4th Street (F Street - E Street)**

|    |                                                                  |        |     |  |  |
|----|------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 17,700 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 500    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 1,970  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 270    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                      | 2      | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                           | 4      | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 7      | EA  |  |  |
| 8  | Pavement Delineation Crosswalk (Detail A24F - Ladder)            | 1      | EA  |  |  |
| 9  | Pavement Delineation (Detail 39 / 39A)                           | 346    | LF  |  |  |
| 10 | Pavement Delineation - Diagonal Parking Lines                    | 32     | EA  |  |  |
| 11 | Pavement Delineation - Parallel Parking Lines                    | 3      | EA  |  |  |
| 12 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1      | EA  |  |  |
| 13 | ALT1 - Additional Overhead Items                                 | 1      | LS  |  |  |

**Total Add Alt Bid Schedule Alt 1 =** \_\_\_\_\_

**Add Alt Bid Schedule ALT 2 - 4th Street (E Street - D Street)**

|    |                                                                  |        |     |  |  |
|----|------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 17,500 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 500    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 1,940  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 260    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                      | 4      | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                           | 4      | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 2      | EA  |  |  |
| 8  | Adjust Utility Vault Covers to grade                             | 1      | EA  |  |  |
| 9  | Pavement Delineation (Detail 39 / 39A)                           | 344    | LF  |  |  |
| 10 | Pavement Delineation - Diagonal Parking Lines                    | 33     | EA  |  |  |
| 11 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1      | EA  |  |  |
| 12 | ALT2 - Additional Overhead Items                                 | 1      | LS  |  |  |

**Total Add Alt Bid Schedule Alt 2 =** \_\_\_\_\_

**Add Alt Bid Schedule ALT 3 - Oak Street (Rodarte Way) (5th Street - 6th Street)**

|    |                                                                  |       |     |  |  |
|----|------------------------------------------------------------------|-------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 7,925 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 200   | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 880   | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 120   | TON |  |  |
| 5  | Replace Minor Concrete (Curb and Gutter)                         | 80    | LF  |  |  |
| 6  | Replace Minor Street Approach                                    | 2     | EA  |  |  |
| 7  | Adjust Drain Inlet to grade                                      | 1     | EA  |  |  |
| 8  | Adjust Utility Manhole Covers to grade                           | 2     | EA  |  |  |
| 9  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 4     | EA  |  |  |
| 10 | Adjust Utility Vault Covers to grade                             | 5     | EA  |  |  |
| 11 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1     | EA  |  |  |
| 12 | ALT3 - Additional Overhead Items                                 | 1     | LS  |  |  |

**Total Add Alt Bid Schedule Alt 3 = \_\_\_\_\_****Add Alt Bid Schedule ALT 4 - 4th Street (B Street - A Street)**

|    |                                                                  |        |     |  |  |
|----|------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 17,400 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 500    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 1,930  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 260    | TON |  |  |
| 5  | Adjust Utility Manhole Covers to grade                           | 3      | EA  |  |  |
| 6  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 2      | EA  |  |  |
| 7  | Adjust Utility Vault Covers to grade                             | 2      | EA  |  |  |
| 8  | Pavement Delineation Crosswalk (Detail A24F - Ladder)            | 1      | EA  |  |  |
| 9  | Pavement Delineation - Diagonal Parking Lines                    | 37     | EA  |  |  |
| 10 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1      | EA  |  |  |
| 11 | ALT4 - Additional Overhead Items                                 | 1      | LS  |  |  |

**Total Add Alt Bid Schedule Alt 4 = \_\_\_\_\_**

**CITY OF MARYSVILLE  
PUBLIC WORKS DEPARTMENT**

**BIDDER'S BOND**

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT NO. 26-02**

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are bound unto the City of Marysville, PUBLIC WORKS 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 **SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT** 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: \_\_\_\_\_, 2026

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

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

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.

### **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.

[illegible]

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

On \_\_\_\_\_  
(Date)

---

Signature of Contractor-Employer

## **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:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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.

## **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

### 6. Federal Department/Agency:

Congressional District, if known

### 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: \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL

Federal Use Only:

## **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.

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<br>OF SUBCONTRACTOR | LABOR OR SERVICES<br>TO BE PERFORMED<br>AND VALUE THEREOF | SUBCONTRACTOR<br>LICENSE # | CLASS |
|--------------------------------------|-----------------------------------------------------------|----------------------------|-------|
| (1) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (2) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (3) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (4) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (5) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (6) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (7) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |
| (8) _____<br>_____<br>_____          | _____<br>\$ _____<br>_____                                | _____                      | _____ |

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

**THIS LIST MUST BE SUBMITTED WITH BID PROPOSAL.**

## 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.

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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

**CITY OF MARYSVILLE  
PUBLIC WORKS DEPARTMENT**

**CONTRACT AGREEMENT**

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT NO. 26-02**

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 PUBLIC WORKS DEPARTMENT, construction on various roads, all in accordance with the Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated May 2022 the Standard Plans dated May 2022, 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:

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**

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.

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT 26-02**

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price (\$/Unit) | Amount (\$) |
|----------|------------------|--------------------|------|----------------------|-------------|
|----------|------------------|--------------------|------|----------------------|-------------|

**Bid Schedule A1 - 4th Street (D Street - B Street)**

|    |                                                                        |        |     |  |  |
|----|------------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 42,968 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                               | 1,000  | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 4,770  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 640    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                            | 10     | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                                 | 15     | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                       | 13     | EA  |  |  |
| 8  | Adjust Utility Vault Covers to grade                                   | 2      | EA  |  |  |
| 9  | Adjust Centerline Monument Covers to grade (Protect monument in place) | 3      | EA  |  |  |
| 10 | Pavement Delineation Crosswalk (Detail A24F - Ladder)                  | 6      | EA  |  |  |
| 11 | Pavement Delineation - Diagonal Parking Lines                          | 64     | EA  |  |  |
| 12 | Pavement Delineation - Parallel Parking Lines                          | 2      | EA  |  |  |
| 13 | Pavement Delineation ("STOP" Legend and Stop Bar)                      | 10     | EA  |  |  |

**Total Bid Schedule A1 =** \_\_\_\_\_

**Bid Schedule A2 - 5th Street (D Street - B Street)**

|    |                                                                        |        |     |  |  |
|----|------------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 45,426 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                               | 4,000  | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 5,050  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 680    | TON |  |  |
| 5  | Asphalt Concrete (Type B) (4-Inch)                                     | 150    | TON |  |  |
| 6  | Adjust Drain Inlet to grade                                            | 3      | EA  |  |  |
| 7  | Adjust Utility Manhole Covers to grade                                 | 11     | EA  |  |  |
| 8  | Adjust Utility (Valve /Cleanout) Covers to grade                       | 12     | EA  |  |  |
| 9  | Adjust Utility Vault Covers to grade                                   | 1      | EA  |  |  |
| 10 | Adjust Centerline Monument Covers to grade (Protect monument in place) | 1      | EA  |  |  |
| 11 | Pavement Delineation Crosswalk (Detail A24F - Ladder)                  | 5      | EA  |  |  |
| 12 | Pavement Delineation (Detail 39 / 39A)                                 | 340    | LF  |  |  |
| 13 | Pavement Delineation - Diagonal Parking Lines                          | 73     | EA  |  |  |
| 14 | ADA Parking Sign                                                       | 1      | EA  |  |  |
| 15 | ADA Crosswalk                                                          | 1      | EA  |  |  |
| 16 | Pavement Delineation ("STOP" Legend and Stop Bar)                      | 5      | EA  |  |  |

**Total Bid Schedule A2 =** \_\_\_\_\_

**Bid Schedule A3 - 6th Street (C Street - B Street)**

|    |                                                                        |        |     |  |  |
|----|------------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 23,816 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                               | 200    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 2,650  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 360    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                            | 6      | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                                 | 5      | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                       | 5      | EA  |  |  |
| 8  | Adjust Centerline Monument Covers to grade (Protect monument in place) | 1      | EA  |  |  |
| 9  | Pavement Delineation Crosswalk (Detail A24F - Ladder)                  | 5      | EA  |  |  |
| 10 | Pavement Delineation - Diagonal Parking Lines                          | 29     | EA  |  |  |
| 11 | Pavement Delineation - Parallel Parking Lines                          | 1      | EA  |  |  |
| 12 | Pavement Delineation ("STOP" Legend and Stop Bar)                      | 5      | EA  |  |  |

**Total Bid Schedule A3 =** \_\_\_\_\_

**Bid Schedule A4 - C Street (4th Street - 6th Street)**

|   |                                                                        |        |     |  |  |
|---|------------------------------------------------------------------------|--------|-----|--|--|
| 1 | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary       | 34,158 | SF  |  |  |
| 2 | Pavement Repair (4" HMA)                                               | 500    | SF  |  |  |
| 3 | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)              | 3,800  | SY  |  |  |
| 4 | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                       | 510    | TON |  |  |
| 5 | Adjust Centerline Monument Covers to grade (Protect monument in place) | 3      | EA  |  |  |
| 6 | ADA Parking Sign                                                       | 1      | EA  |  |  |
| 7 | ADA Crosswalk                                                          | 1      | EA  |  |  |
| 8 | Pavement Delineation - Diagonal Parking Lines                          | 65     | EA  |  |  |
| 9 | Pavement Delineation - Parallel Parking Lines                          | 6      | EA  |  |  |

Total Add Alt Bid Schedule A4 = \_\_\_\_\_

Total Bid Schedules A1 - A4 = \_\_\_\_\_

Mobilization / Demobilization 3% = \_\_\_\_\_

SWPPP = \_\_\_\_\_

Traffic Control = \_\_\_\_\_

Total Base Bid = \_\_\_\_\_

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price (\$/Unit) | Amount (\$) |
|----------|------------------|--------------------|------|----------------------|-------------|
|----------|------------------|--------------------|------|----------------------|-------------|

**Add Alt Bid Schedule - ALT 1 - 4th Street (F Street - E Street)**

|    |                                                                  |        |     |  |  |
|----|------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 17,700 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 500    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 1,970  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 270    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                      | 2      | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                           | 4      | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 7      | EA  |  |  |
| 8  | Pavement Delineation Crosswalk (Detail A24F - Ladder)            | 1      | EA  |  |  |
| 9  | Pavement Delineation (Detail 39 / 39A)                           | 346    | LF  |  |  |
| 10 | Pavement Delineation - Diagonal Parking Lines                    | 32     | EA  |  |  |
| 11 | Pavement Delineation - Parallel Parking Lines                    | 3      | EA  |  |  |
| 12 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1      | EA  |  |  |
| 13 | ALT1 - Additional Overhead Items                                 | 1      | LS  |  |  |

Total Add Alt Bid Schedule Alt 1 = \_\_\_\_\_

**Add Alt Bid Schedule ALT 2 - 4th Street (E Street - D Street)**

|    |                                                                  |        |     |  |  |
|----|------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 17,500 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 500    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 1,940  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 260    | TON |  |  |
| 5  | Adjust Drain Inlet to grade                                      | 4      | EA  |  |  |
| 6  | Adjust Utility Manhole Covers to grade                           | 4      | EA  |  |  |
| 7  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 2      | EA  |  |  |
| 8  | Adjust Utility Vault Covers to grade                             | 1      | EA  |  |  |
| 9  | Pavement Delineation (Detail 39 / 39A)                           | 344    | LF  |  |  |
| 10 | Pavement Delineation - Diagonal Parking Lines                    | 33     | EA  |  |  |
| 11 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1      | EA  |  |  |
| 12 | ALT2 - Additional Overhead Items                                 | 1      | LS  |  |  |

Total Add Alt Bid Schedule Alt 2 = \_\_\_\_\_

**Add Alt Bid Schedule ALT 3 - Oak Street (Rodarte Way) (5th Street - 6th Street)**

|    |                                                                  |       |     |  |  |
|----|------------------------------------------------------------------|-------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 7,925 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 200   | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 880   | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 120   | TON |  |  |
| 5  | Replace Minor Concrete (Curb and Gutter)                         | 80    | LF  |  |  |
| 6  | Replace Minor Street Approach                                    | 2     | EA  |  |  |
| 7  | Adjust Drain Inlet to grade                                      | 1     | EA  |  |  |
| 8  | Adjust Utility Manhole Covers to grade                           | 2     | EA  |  |  |
| 9  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 4     | EA  |  |  |
| 10 | Adjust Utility Vault Covers to grade                             | 5     | EA  |  |  |
| 11 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1     | EA  |  |  |
| 12 | ALT3 - Additional Overhead Items                                 | 1     | LS  |  |  |

**Total Add Alt Bid Schedule Alt 3 =** \_\_\_\_\_**Add Alt Bid Schedule ALT 4 - 4th Street (B Street - A Street)**

|    |                                                                  |        |     |  |  |
|----|------------------------------------------------------------------|--------|-----|--|--|
| 1  | Grind 10' taper 0.15' Min. Depth at Edges & Profile as Necessary | 17,400 | SF  |  |  |
| 2  | Pavement Repair (4" HMA)                                         | 500    | SF  |  |  |
| 3  | Geosynthetic Pavement Interlayer (Paving Fabric with Oil)        | 1,930  | SY  |  |  |
| 4  | Hot Mix Asphalt (HMA) (Type A) (2" Min. Overlay)                 | 260    | TON |  |  |
| 5  | Adjust Utility Manhole Covers to grade                           | 3      | EA  |  |  |
| 6  | Adjust Utility (Valve /Cleanout) Covers to grade                 | 2      | EA  |  |  |
| 7  | Adjust Utility Vault Covers to grade                             | 2      | EA  |  |  |
| 8  | Pavement Delineation Crosswalk (Detail A24F - Ladder)            | 1      | EA  |  |  |
| 9  | Pavement Delineation - Diagonal Parking Lines                    | 37     | EA  |  |  |
| 10 | Pavement Delineation ("STOP" Legend and Stop Bar)                | 1      | EA  |  |  |
| 11 | ALT4 - Additional Overhead Items                                 | 1      | LS  |  |  |

**Total Add Alt Bid Schedule Alt 4 =** \_\_\_\_\_

Approved as to form:

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City Attorney  
City of Marysville

CITY OF MARYSVILLE

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Jim Schaad  
City Manager

---

Date

CONTRACTOR

---

Company Name

---

By and Title (signature)

---

Date

---

By and Title (printed)

---

Address

---

Telephone Number

**CITY OF MARYSVILLE  
PUBLIC WORKS DEPARTMENT  
BOND OF FAITHFUL PERFORMANCE**

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT NO. 26-02**

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 **SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**, 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

**CITY OF MARYSVILLE  
PUBLIC WORKS DEPARTMENT  
PAYMENT BOND  
(Section 9550, Civil Code)**

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT  
CONTRACT NO. 26-02**

WHEREAS, the City of Marysville, PUBLIC WORKS DEPARTMENT, hereafter referred to as "Obligee," has awarded to Contractor, \_\_\_\_\_, hereinafter referred to as "Principal," a contract for the work described as follows:

**SB-1 DOWNTOWN PAVEMENT REHABILITATION PROJECT**

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: \_\_\_\_\_, 2026

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact