



**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**NOTICE TO CONTRACTORS,  
SPECIAL PROVISIONS, AND  
CONSTRUCTION CONTRACT**

**FOR**

**2025 MEASURE E ANNUAL  
STREET REHABILITATION PROJECT  
PROJECT NO. 24-07**

**2025 MEASURE E ANNUAL  
STREET REHABILITATION PROJECT  
PROJECT NO. 24-07**



A handwritten signature in blue ink, appearing to be "B. Jones", written over a horizontal line.

Bjorn P. Jones, PE  
City Engineer

A handwritten date "4/25/25" in blue ink, written over a horizontal line.

Date

**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

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**NOTICE TO CONTRACTORS**

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**Sealed proposals for the work shown on the plans entitled:**

**2025 MEASURE E ANNUAL STREET REHABILITATION PROJECT  
PROJECT NO. 24-07**

Bids will be received at the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945 until **3:30 P.M. on March 27, 2025**, at which time they will be publicly opened and read aloud at said address. Any Protest regarding the award of the contract must be submitted pursuant to the instructions stated in the special provisions.

**GENERAL WORK DESCRIPTION:**

The scope of work, in general, includes; installation of a micro surfacing pavement overlay, and thermoplastic pavement striping/markings modifications. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

Project Location: East Main Street, Brunswick Road, Old Tunnel Road, Dorsey Drive, Sutton Way, Olympic Park Circle, and Sierra College Drive, in Grass Valley, California

The Engineer's estimate for this project is **\$1,000,000.00**

The time of completion shall consist of **30 Working Days**

**BID INFORMATION:**

Bids are required for the entire work described herein. The City of Grass Valley reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

No pre-bid meeting is scheduled for this project.

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

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

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C12 - Earthwork and Paving Contractors, C31 - Construction Zone Traffic Control Contractor, C45 - Sign Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

Plans, specifications and proposal forms for bidding this project can be obtained directly from the City of Grass Valley, Engineering Division, 125 E. Main Street, Grass Valley, CA 95945, Telephone (530) 274-4373. A non-refundable fee of forty dollars (\$40.00) per bid set will be charged if picked up, or fifty (\$50.00) per bid set if mailed. Alternatively, bidders may download an electronic copy of the bid set free of charge from the City's website at <http://www.cityofgrassvalley.com/departments/engineering/rfpsrfqs-and-current-bids>

The City reserves the right, during the bid process and prior to the deadline for submitting bids, to issue one or more addenda, clarifications, or other communication concerning the bid process, including possible changes as to the time, place, and manner for submitting bids. The City will provide this information to any potential bidder who has obtained a bid package directly from the City. The City will also provide notice of the availability of revisions/addenda to any potential bidder who has obtained a bid package electronically from a contractor bid room or other source, if that bidder has provided a request for revisions, including the bidder's name, company, mailing address, phone number, email or fax number and the project name that the bidder is requesting notifications for. The request for revisions shall be submitted as soon as possible, but no later than five (5) business days prior to the date specified for opening bids in the manner described below:

- Faxes: To the attention of the Project Manager, at (530) 274-4355.
- Emailed: To the attention of the Project Manager at: [EricA@cityofgrassvalley.com](mailto:EricA@cityofgrassvalley.com)
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders who do not purchase bid documents directly from the City of Grass Valley, but who have requested to receive revisions as described above, shall only receive email and/or fax notices of the availability of revisions/addenda. It shall be the bidder's responsibility to access the actual revisions/addenda as electronic copies from the City's website.

The City will also endeavor to provide such revisions/addenda to any contractor bid room which has requested copies of the bid documents. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified request for revisions to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.

All questions concerning this project shall be provided in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for opening bids. Questions received less than five (5) working days before the date specified for opening bids may not be answered. All questions must be received by the City, in the manner described below.

- Faxes: To the attention of the Project Manager, at (530) 274-4355.
- Emailed: To the attention of the Project Manager at: [EricA@cityofgrassvalley.com](mailto:EricA@cityofgrassvalley.com)
- Mailed: To the attention of the Project Manager, City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945

Bidders are responsible to confirm receipt of written questions by the Engineering Division. Additionally, the City will answer a bidder's question only if the bidder provides the City a means for a response, including a telephone number, address, and fax number.

Bid Bonds shall be required for this project. The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and shall also include the endorsements specified.

Bidders are urged to obtain DBE participation on this project, although there are no specific goals for DBE participation. or show good faith in attempting to obtain DBE subcontractors.

The City of Grass Valley hereby notifies all bidders that it will affirmatively ensure 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, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages for Nevada County have been determined by the Director of the California Department of Industrial Relations (DIR). These wages are set forth in the General Prevailing Wage Rates for this project, may be examined at the office of the Engineering Division, City of Grass Valley and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this Contract.

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 Labor Code 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 Labor Code Section 1725.5 at the time the contract is awarded.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 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.

Dated: FEBUARY 25, 2025

BJORN P. JONES  
CITY ENGINEER  
CITY OF GRASS VALLEY  
ENGINEERING DIVISION

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**CONSTRUCTION CONTRACT**.....**APPENDIX A**

**PROPOSAL AND BIDDER'S CERTIFICATE**..... **SEPARATE ATTACHMENT**



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## SPECIAL PROVISIONS

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2025 MEASURE E ANNUAL STREET REHABILITATION PROJECT  
PROJECT NO. 24-07

### INSTRUCTIONS TO BIDDERS

1. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 1.1. The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 1.2. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 1.3. The bidder understands that quantities of unit price items may vary from the estimates provided in the Special Provisions, proposal, technical specifications, and construction contract.
- 1.4. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed to ensure that the Project work may be performed for the amount bid.
- 1.5. The bidder has informed the City in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

2. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 2.1. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the City in writing as soon as reasonably possible, but no later than five (5) working days before the date specified in the bid opening. Such notice shall be sent as specified in the Notice to Contractors for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 2.2. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by the City Engineer and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.
- 2.3. The City takes no responsibility for notifying a bidder who does not obtain bid documents from the City or does not provide the specified Request for Revisions statement to the City. Such bidder may be found non-responsive if that bidder fails to acknowledge, as set forth herein, any addenda or does not take into account any additional information provided by the City.
- 2.4. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by the City Engineer and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid

forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

### 3. PRE-BID ACCESS TO THE SITE

- 3.1. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 3.2. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the City at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the City and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining City approval. The City may require bidders to execute an access agreement or encroachment permit prior to approving testing at the Project site. Once approved testing is complete, bidders shall fill all trenches or holes, restore all pavements to match the existing structural section, and otherwise clean up and restore the test site to its pre-test condition solely at the bidder's expense.
- 3.3. The Bidder's attention is directed to the requirements of Section 2-1.30, "Job Site and Documentation Examination," of the Standard Specifications and these Special Provisions.

### 4. BIDDING PROCEDURE

- 4.1. Bids shall be delivered to the City of Grass Valley, Engineering Division, 125 East Main Street, Grass Valley, CA 95945, no later than the time and date specified in the Notice to Contractors. Bids will be opened and read publicly at that time. Bids that are submitted late according to the time shown on the official bid clock located in City Hall will be returned unopened. Telephones for use by bidders are not available at the City offices.
- 4.2. In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. Bids must be submitted using the proposal forms furnished with the bid package. Bids must include all documents provided in the Proposal. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids shall be typed or written in ink. Corrections may be made if initialed by the bidder. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the proposal forms furnished with the bid package may be deemed non-responsive.
- 4.3. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the City, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 4.4. No person, firm, corporation, partnership, or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 4.5. In accordance with California Public Contract Code Section 20171, all bids must include one of the forms of security specified in Caltrans Standard Specifications in an amount of at least ten (10) percent of the total of the bid prices. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the City all required bonds,

certificates of insurance, and completed contract forms and enter into a contract with the City within ten (10) working days of receipt of the Notice of Award. The bidder's security of any successful bidder that fails to do so will be forfeited to the City. All bidders' security not forfeited to the City will be returned once a successful bidder provides all required documents and enters a contract with the City in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the City will not waive or otherwise limit any other remedy available to the City under applicable law.

- 4.6. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Contractors, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's license number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties. In addition, all licenses shall remain in effect throughout the term of the contract.
- 4.7. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the City Engineer. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety-day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the City.
- 4.8. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment to the parties.

## 5. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to the City no later than 5:00 PM on the third business day following the date of the bid opening.

- 5.1. The initial protest must contain a complete statement of the basis for the protest.
- 5.2. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 5.3. The party filing the protest must concurrently transmit a copy of the initial protest to the apparent low bidder.
- 5.4. The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 5.5. The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 5.6. The City shall review all timely protests prior to award of the Project. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the Project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award to the lowest responsible bidder or accept

the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

## 6. AWARD

- 6.1. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution", and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions.
- 6.2. In accordance with applicable law, the City reserves the right to reject any or all bids and to waive any informality in any bid. The City reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the City elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and those additive or deductive alternate items listed in the Proposal. In accordance with the contract documents and other applicable law, the City may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 6.3. The contract shall be awarded, if an award is made, to the lowest responsible bidder within 90 calendar days from the date bids are publicly opened and declared. If the award is not made within that period, all bids submitted are deemed rejected by the governing body.

A contract shall exist between the Contractor and the City when all of the following steps have been completed.

- (a) Award of the contract by the governing body.
- (b) Execution of a written contract by the Contractor within ten (10) working days of receipt of written notice of award.
- (c) Delivery by the Contractor to the City, the Faithful Performance and Labor and Materials bonds required herein, within ten (10) working days of receipt of written notice of award.
- (d) Delivery by the Contractor to the City, all City-approved Insurance Policies, on the appropriate forms, as required, within ten (10) working days of receipt of written notice of award.

Contractor shall execute a written agreement with the City using the form set forth hereafter.

- 6.4. The successful bidder and any subcontractors and others engaged in performance of the Project shall have valid local business licenses, as applicable, before commencing work on the Project.
- 6.5. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified necessary to execute the contract and an authorized City representative has signed the contract, the Engineering Division will issue a Notice to Proceed in accordance with Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these Special Provisions. The number of days within which the Project must be complete begins to run on the project commencement date.

## 7. PRICING

- 7.1. Inconsistency of bid unit items, item prices, and/or totals shall be resolved in accordance with the requirements specified in the Proposal.
- 7.2. Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

## 8. QUANTITIES

- 8.1. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The City does not warrant that such quantity estimates provided in the bid package represent the

actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the City and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

- 8.2. The City may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the City amends, decreases or increases the Project work prior to award of the Project, each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

## 9. SUBSTITUTION OF “OR EQUAL” ITEMS

- 9.1. In accordance with California Public Contract Code Section 3400 concerning the submittal of an “or Equal” product, bidder’s attention is directed to the requirements of Section 2-1.02, “Required Listing of Proposed Products “or Equals” with Bid Proposal” of these Special Provisions, and the Proposal.

## 10. SUBCONTRACTING

- 10.1. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and the following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrications and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 10.2. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.
- 10.3. Bidder’s attention is directed to the requirements specified in “Subcontracting,” of these Special Provisions and the Proposal.

## 11. ASSIGNMENT

- 11.1. Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of the City Engineer. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.
- 11.2. Bidder’s attention is directed to the requirements specified in Section 5-1.12, “Assignment,” of the Construction Specifications.

## 12. BONDS

- 12.1. The successful bidder shall submit to the City a performance bond within ten (10) working days of receiving written notice of award. The successful bidder shall submit to the City a payment or labor and materials bond within ten (10) working days of receiving written notice of award. City shall retain the Performance

Bond for a one-year guarantee period from the date of the City's acceptance of the work. All Project bonds shall be executed using the forms provided in the bid package.

- 12.2. The bonds shall be obtained from a California admitted surety that is licensed by the State of California to act as a surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by City.
- 12.1. In accordance with California Civil Code Section 9550, labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.
- 12.2. The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 12.3. Bidder's attention is directed to the requirements specified in Section 3-1.05, "Contract Bonds," and "Warranty," of these Special Provisions, and the Contract.

### 13. LABOR LAWS

- 13.1. Bidders must comply with applicable provisions of the California Labor Code.
- 13.2. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 13.3. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for Nevada County are on file at the City offices, 125 E. Main Street, Grass Valley, California 95945. These wage rates are not included in the Special Provisions but will be made available on request.
- 13.4. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.
- 13.5. 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.
- 13.6. Bidder's attention is directed to the requirements specified in "Prevailing Wage," "Labor Nondiscrimination," and "Labor Code Requirements," of these Special Provisions, and Section 7-1.02K, "Labor Code", of the Standard Specifications.

## SECTION 1 GENERAL SPECIFICATIONS AND PLANS

### 1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Project Plans, Standard Specifications and Standard Plans dated 2018 of the Department of Transportation, and the City of Grass Valley's Improvement Standards and in accordance with the following Special Provisions.

Amendments to the Department of Transportation's Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications and are included as Attachment A to these Special Provisions. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the text following said term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the City of Grass Valley's Improvement Standards, and these Special Provisions, the Special Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions. The Department of Transportation's Standard Specifications and Standard Plans shall govern over the City of Grass Valley's Improvement Standards.

Units in the United States Standard Measures shall apply to this contract.

### 1-1.02 REVISED STANDARD SPECIFICATIONS AND STANDARD PLANS

All references to the Department of Transportation's Standard Specifications and Standard Plans shall be considered to include any revisions issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions.

Revised Standard Specifications and Standard Plans can be found on the Caltrans website as provided in the following link: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

### 1-1.03 DEFINITIONS AND TERMS

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

**City:** City of Grass Valley.

**City Engineer:** The City Engineer of the City of Grass Valley, State of California.

**City Hall:** The City building located at 125 East Main Street, Grass Valley, California, 95945.

**Contract Documents:** All of the written matter describing the contemplated work, including the Plans, Special Provisions, Improvement Standards, Bonds, Agreement, and any approved Change Orders.

**Department:** The Engineering Department of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

**Department of Transportation:** The Engineering Division of the City of Grass Valley, State of California, except when referring to documents, laws or departments of the State of California. Any reference in questions shall be as designated by the Engineer.

**Director of Transportation:** The City Engineer of the City of Grass Valley, State of California.

**District Director of the District:** The City Engineer of the City of Grass Valley, State of California.

**Engineer:** The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Improvement Standards:** The Design Standards, Construction Standards and Standard Details of the City of Grass Valley Public Works Department, Engineering Division

**Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved

in the Contract, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer

**Standard Plans:** The latest edition of the Standard Plans of the State of California, Department of Transportation including any revisions to the Standard Plans issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or it's corresponding agency, office, or officer acting under this contract.

**Standard Specifications:** The latest edition of the Standard Specifications of the State of California, Department of Transportation including any revisions to the Standard Specifications issued by the Office of Construction Contract Standards in effect at the time of printing of these Special Provisions. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

**State:** The City of Grass Valley, except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

**State Highway Engineer:** The City Engineer of the City of Grass Valley, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Transportation Building, Sacramento:** City Hall of the City of Grass Valley, State of California except when referring to documents, laws or departments of the State of California. Any reference in question shall be as designated by the Engineer.

**Working Day:** Monday through Friday, except holidays, from 7am to 7pm, or as further specified in these Special Provisions.

Contractor's attention is directed to the definitions and terms specified in Section 1, "Purpose and Definitions," of the Design Standards and Section 1, "Purpose and Definitions," of the Construction Standards.

## **SECTION 2 BIDDING**

### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall include unit costs, and total costs for the base bid.

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal. The City shall be notified in writing a minimum of thirty (30) days in advance of any changes of address.

Section 2-1.06A, "General," of the Standard Specifications is replaced in its entirety with the following:

Improvement Standards may be viewed at the City of Grass Valley's website: [http://www.cityofgrassvalley.com/services/departments/engineering/Standard\\_Specifications\\_and\\_Drawings](http://www.cityofgrassvalley.com/services/departments/engineering/Standard_Specifications_and_Drawings)

The Notice to Contractors, Special Provisions, and Construction Contract, Proposal and Bidder's Certificates and Improvement Plans may be viewed at the City of Grass Valley website, <http://www.cityofgrassvalley.com/services/departments/engineering/rfpstrfqs-and-current-bids>, or at City Hall at 125 East Main Street, Grass Valley, CA 95945. The Proposal form is bound separate from the Contract and the Special Provisions.

In addition to the subcontractors required to be listed in conformance with, "Subcontractor List," of these Special Provision, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. The listing subcontractor shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

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 Labor Code 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.



In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on any future public works contracts.

#### **2-1.02 REQUIRED LISTING OF PROPOSED PRODUCTS "OR EQUALS"**

On the sheet provided herein, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an "equal" product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the Engineer, the bidder shall submit the written request for substitution within three (3) days. The request shall be accompanied by evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the Engineer shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

The decision by the Engineer as to whether a proposed substitution is an "Equal" product shall be made by the Engineer based upon the information submitted and will be final.

The Engineer will be the sole judge as to whether a proposed substitution is an "Equal" product. The Engineer's decision will be made based upon the information submitted and will be final.

A sheet for listing the proposed substitutions of an "Equal" product, as required herein, is included in the Proposal.

#### **2-1.03 SUBCONTRACTOR LIST**

Contractor's attention is directed to the requirements of "Subcontractor List" of the Standard Specifications, the Proposal, and these Special Provisions.

For each Subcontractor required to be listed, the Subcontractor List included in the proposal must show the **name and place of business, California contractor license number and Public Works contractor registration number** of each Subcontractor to whom the bidders proposes to directly subcontract portions of the work.

Additionally, if not otherwise included in the Subcontractor List submitted with the bid, the prime contractor shall submit a completed Subcontractor List within 24 hours of the bid opening setting forth the bid item number and percentage of the item work that will be done by each Subcontractor listed.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

#### **2-1.04 BIDDER'S SECURITY**

The form of Bidder's Bond mentioned in "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal annexed hereto.

#### **2-1.05 NON-COLLUSION AFFIDAVIT**

In accordance with Public Contract Code 7106, a Non-Collusion Affidavit is included in the proposal.

#### **2-1.06 DISADVANTAGE BUSINESS ENTERPRISES (DBE)**

The City maintains a goal that Disadvantaged Business Enterprises (DBEs), as defined in Part 26, Title 49 CFR, shall be encouraged to participate in the performance of City contracts. The Contractor should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps, as set forth in Part 26, Title 49 CFR, for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or gender in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the City may deem appropriate.

Bidders shall be fully informed respecting the requirements of the Code of Federal Regulations and are urged to obtain DBE participation in this project.

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

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

#### **3-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications, "Award," of the Instruction To Bidders of these Special Provisions, and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

Bid protests are to be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

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

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

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: **Engineering Division, 125 East Main Street, Grass Valley, CA 95945.**

#### **3-1.02 AWARD OF CONTRACT**

The City of Grass Valley reserves the right to reject any and all bids or to waive any minor defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the City elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

#### **3-1.03 CONTRACT BONDS**

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Special Provisions. 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 surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the City Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the City, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the City.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

### **SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES**

#### **4-1.01 GENERAL**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications, and "General Requirements," of these Special Provisions.

The Contractor shall begin work by the date identified in writing in the Notice to Proceed by the City of Grass Valley and shall diligently prosecute the same before the expiration of

#### **30 Working Days**

Beginning on the first day of work or the date stated in the Notice to Proceed, whichever comes first.

Due to the project site being critical segments of roadway and due to seasonal constraints, time is of the essence to complete the contract work.

The Contractor shall pay to City of Grass Valley the sum of \$500 per day, as liquidated damages, for each and every calendar day delay in finishing the work in excess of the working days prescribed above. At the Engineer's option, said sum may be deducted from any payment due to or to become due the Contractor.

The 72 hours advance notice before beginning work specified in Section 8-1.04, "Start of Job Site Activities," of the Standard Specifications is changed to 5 days advance notice for this project.

#### **4-1.02 HOLIDAYS**

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving day and December 24<sup>th</sup>, December 25<sup>th</sup>. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

#### **4-1.03 WINTERIZATION**

The Contractor shall, at his sole expense, winterize the project if construction activities are not completed by October 15. The Contractor shall winterize the project in conformance with the requirements of "Water Pollution Control," of these Special Provisions for all construction activities that take place between October 15<sup>th</sup> and May 1<sup>st</sup>. An acceptable winterization plan shall be submitted to the Engineer no later than October 1st for his review and acceptance.

The Contractor's winterization plan is required for all construction activities that take place between October 15<sup>th</sup> and May 1<sup>st</sup> and shall be in conformance with the requirements of "Water Pollution Control," of these Special Provisions.

The intent of winterization is as follows:

1. To assure that erosion of earthen materials is prevented to greatest extent practicable.
2. To assure that storm waters are allowed to pass through the site without substantial damage to the project site.

After the acceptance of a winterization plan and the installation of all required temporary winterization measures, work may proceed after October 15<sup>th</sup>, if approval is obtained in writing from the California Regional Water Quality Control Board and the Engineer. All work done after October 15<sup>th</sup> must be able to be winterized within 24 hour notice.

**Winter Suspension:** The City may, at its option, suspend work between October 15<sup>th</sup> and May 1<sup>st</sup> of the following year. If this occurs, the entire site shall be winterized including areas not yet seeded or planted.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **4-1.04 PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be held at the office of the City Engineer 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's representative at this conference shall include all major superintendents for the work and may include major subcontractors. A "Key Personnel and Emergency Phone Numbers" list (for which these key personnel could be contacted 24 hours per day, 7 days a week) shall be submitted to the City. Attendance by the Contractor or the Contractor's authorized representative is mandatory.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **4-1.05 ARCHAEOLOGICAL FINDS**

All articles of archaeological interest, which may be uncovered by the Contractor during the progress of the work, shall be reported immediately to the Engineer. The further operations of the Contractor, with respect to the find will be decided under the direction of the Engineer.

#### **4-1.06 EXTRA WORK**

Section 4-1.05, "Changes and Extra Work," of the Standard Specifications is amended by adding the following between the second and third paragraphs:

If in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

#### **4-1.07 SCOPE OF WORK**

Shall conform to the provisions of Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

#### **4-1.08 ELIMINATION OF ITEMS OF WORK**

The Contractor's attention is directed to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications concerning the elimination of items of work, and these Special Provisions.

### **SECTION 5 GENERAL**

#### **SECTION 5-1 MISCELLANEOUS**

#### **THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH CALIFORNIA LABOR CODE SECTIONS 1774 AND 1775, AND RELATED CODES.**

#### **5-1.01 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

#### **5-1.02 LABOR CODE REQUIREMENTS**

For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner. After January 1, 2015, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Attention is directed to the provisions in Section 7-1.02K(5), "Working Hours" and Section 7-1.02K(3), "Certified Payroll Records" of the Standard Specifications.

#### **5-1.03 PREVAILING WAGE**

Attention is directed to the provisions in Section 7-1.02K(2), "Wages" of the Standard Specifications.

The general prevailing wage rates and any applicable changes to these wage rates determined by the Director of Industrial Relations for Nevada County, may be examined at the City of Grass Valley Engineering Division Office and are available from the California Department of Industrial Relations' Internet web site at

<http://www.dir.ca.gov/DLSR/PWD>. These wage rates are not included in the Proposal and Construction Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing wage rates and any applicable changes to these wage rates determined by the United States Department of Labor, Branch of Construction Wage Determinations, for Nevada County, are available at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373]. Changes, if any, to the general prevailing wage rates will be available at the same location. General prevailing wage rates area also available on the California Department of Transportation website: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

The Contractor and any subcontractor shall pay each worker that is employed for any public work done under contract, not less than the higher of the prevailing wage rates as determined by the California Director of Industrial Relations and the United States Department of Labor, Branch of Construction Wage Determinations.

#### **5-1.04 SUBCONTRACTING**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions.

All subcontractors doing work shall possess an appropriate valid California Contractor's License for the type of work the subcontractor will perform at the time of the bid submittal and the license shall remain in effect throughout the duration of employment on the job.

All applicable license designations and numbers for Subcontractors doing work in excess of \$1,000.00 shall be included on the LIST OF SUBCONTRACTORS within the Proposal.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Grass Valley may exercise the remedies provided under Pub Cont Code § 4110. The City of Grass Valley may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

#### **5-1.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **5-1.06 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance.

#### **5-1.07 PAYMENTS**

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions.

#### **5-1.08 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments shall be in accordance with Section 9-1.03, "Payment Scope," of the Standard Specifications, the Standard Specifications, and these Special Provisions.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### **5-1.09 WITHHOLDS**

Payment of withheld funds shall conform to Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

#### **5-1.10 PLANS AND WORKING DRAWINGS**

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to the Engineer, unless otherwise specifically noted.

#### **5-1.11 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

The third through seventh paragraph of Section 2-1.06B, "Supplemental Project Information," of the Standard Specifications is amended to read:

Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these Special Provisions regarding physical conditions at the site which may differ from those indicated in the Contract Documents.

#### **5-1.12 DIFFERING SITE CONDITIONS**

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the Contract Documents or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, Contract Documents, to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

#### **5-1.13 VALUE ENGINEERING**

Attention is directed to Section 4-1.07, "Value Engineering," of the Standard Specifications.

Prior to preparing a written value engineering change proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other

projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the City.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to the City by reducing the contract working days, not including plant establishment. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

If a value engineering change proposal submitted by the Contractor, and subsequently approved by the Engineer, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to the Contractor. In addition to the requirements in Section 4-1.07, "Value Engineering," of the Standard Specifications, the Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

**5-1.14 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations – The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than one foot deep.
  - 3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these Special Provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians facilities.

**Special Requirements:**

The Contractor attention is directed to "Notification and Scheduling," of these Special Provisions. The Contractor shall notify the Police Department, Fire Departments, Ambulance Service, Schools, CHP, Caltrans, and the Engineer forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "Scheduling" portion of the Standard Specifications and these Special Provisions. The Contractor shall coordinate traffic control with the Sheriff's Department with respect to any special events that may be affected by construction activities. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

**5-1.15 TESTING**

Testing of materials and work shall conform to the provisions in "Quality Assurance," of the Standard Specifications and these Special Provisions.

Whenever the provisions of "Quality Assurance" of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will refer to the "Quality Assurance Program" for acceptance testing requirements as appropriate for the project's size and scope. Minor quantities of materials from a known, reliable source may be accepted without testing if: a visual inspection of the material is performed and the supplier certifies that the material complies with specification requirements.

For construction materials that have been accepted by a Certificate of Compliance, job site inspection of materials tags and delivery notices shall be performed to verify acceptability of the supplied materials. As directed by the Engineer, further acceptance sampling and testing may be performed at the locations and frequencies as given in the "Quality Assurance Program"

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

**5-1.16 RESPONSIBILITY TO OTHER ENTITIES**

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, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

**5-1.17 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.



The project area (contract limits) shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

Residence trailers will not be allowed within the project site.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in "Cleanup," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

The Contractor shall take all necessary precautions to protect the staging area from chemical contamination due to oil or fuel spills or any other contaminants. If contamination occurs, the site shall be decontaminated to the satisfaction of the Engineer prior to further improvement to the contaminated area or to further construction activities in general, whichever is applicable as determined by the Engineer. Methods of decontamination shall include any method deemed appropriate by the Engineer including removal and disposition of the contaminated soils in conformance with CEQA and regulatory agency requirements.

Full compensation for conforming to the provisions of this section, including furnishing all labor, materials, grading, tools, equipment and incidentals, and for doing all work associated with this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **5-1.18 SOUND CONTROL REQUIREMENTS**

The noise level from the Contractor's operations, between the hours of 7:00 p.m. and 7:00 a.m., shall not exceed 86 dBA at a distance of 50 feet, unless night work is otherwise permitted by the City Engineer. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust. As directed by the Engineer, the Contractor shall implement the appropriate additional noise mitigation measures including, but not limited to, shutting off idling equipment, or additional notifications of adjacent residents than already specified in these Special Provisions.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

#### **5-1.19 PROJECT APPEARANCE**

The Contractor shall maintain a neat appearance to the work and shall cleanup all tracked material and debris on a daily basis.

In areas visible to the public, the following shall apply:

- A. Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Mud, dirt, soil, and any debris resulted in trail from equipment and construction will be cleaned and cleared from the roadway and away from traffic daily.
- C. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms or falsework that are to be reused shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be reused are to be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

#### **5-1.20 RECORDS**

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.17D(2), " Claim Statement," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for extra work in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

**5-1.21 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

The location of the project is within an area controlled by the Regional Water Quality Control Board. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the City of Grass Valley Engineering Division Office located at 125 East Main Street, Grass Valley, CA 95945 [telephone (530) 274-4373].

Attention is directed to Section 5-1.36, " Property and Facility Preservation," and Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications.

**5-1.22 CONTRACTOR'S LICENSING LAWS**

Attention is directed to the requirements specified in Section 3-1.06, "Contractor License", of the Standard Specifications. The Contractor shall possess a valid California Class "A" Contractor's License, or a combination of the following classes: C12 - Earthwork and Paving Contractors, C31 - Construction Zone Traffic Control Contractor, C45 - Sign Contractor, and all other classes required by the categories and types of work included in the contract at the time of the bid award. All licenses shall remain in effect throughout the term of the contract.

**5-1.23 ARBITRATION**

Section 9-1.22, "Arbitration," of the Standard Specifications is amended in its entirety to read as follows:

**Section 9-1.22, "Dispute Resolution"**

9-1.22 All claims filed with the City must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

- 1) Claims of \$50,000.00 or Less
  - (a) The City will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
  - (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and the claimant.
  - (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 2) Claims Between \$50,000.01 and \$375,000.00

- (a) The City will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) days of receipt of the claim. Within thirty (30) days of receipt of the claim, the City may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the City may have against the claimant.
  - (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the City and the claimant.
  - (c) The City's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.
- 3) Claims in Excess of \$375,000.00 The City shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.
- 4) Meet and Confer Conference
- (a) If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
  - (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the 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 claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 5) Contractor's Duty During Claim Resolution: The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the City Engineer during the resolution of any claims disputes.
- 6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:
- I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the City of Grass Valley is liable.
- By: \_\_\_\_\_  
(Contractor's signature)
- 7) City Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the City may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the City from claims for payment made by the Contractor for work completed or remaining to be completed.
- 8) Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials

pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

- 9) Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act, or omission of the City or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.
- 10) Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Nevada County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

#### **5-1.24 NOTICE OF POTENTIAL CLAIM**

Attention is directed to the requirements specified in Section 5-1.43, "Potential Claims And Dispute Resolution," of the Standard Specifications.

#### **5-1.25 FINAL PAYMENT AND CLAIMS**

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the City will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the City's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the City not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the City claim position letter, the City Engineer or a board of review appointed by the City Engineer shall review claims that remain in dispute and may meet with the Contractor within 45 days after receipt by the City of the notification of disagreement. Attendance by the Contractor at the City meeting concerning the notification of disagreement shall be mandatory.

If the City fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the City Engineer or a board of review appointed by the City Engineer to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the City Engineer or a board of review appointed by the City Engineer will meet with the Contractor within 45 days after the City receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the City's claim position letter, or to attend the City's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

#### **5-1.26 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

#### **5-1.27 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

**5-1.28 EXCAVATION SAFETY PLANS**

The Contractor’s attention is directed to requirements of “Earthwork,” of the Special Provisions concerning Temporary Shoring Plan and Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications.

The Contractor shall submit a Temporary Shoring Safety System Plan to the Engineer in accordance with “Earthwork,” of these Special Provisions. The Contractor’s attention is directed to the requirements specified in Section “Earthwork,” of these Special Provisions.

Full compensation for conforming to the provisions of this section, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**5-1.29 AIR POLLUTION CONTROL**

Air pollution control shall conform to the provisions of Section 14-9, “Air Quality,” of the Standard Specifications and these Special Provisions.

No burning of materials to be disposed of will be permitted for this project.

Full compensation for conforming to the provisions of this section including, but not limited to, obtaining permits and performing work in accordance with any permit requirements, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**5-1.30 PERMITS**

Attention is directed to the provisions in Sections 5-1.20B, “Permits, Licenses, Agreements, and Certifications,” of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this Section and to the requirements in the permit, not otherwise provided for in other sections of these Special Provisions, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**5-1.31 INSURANCE**

Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted.

Any deductibles must be declared to, and approved by, the City.

In the event any of the required policies are canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance prior to cancellation, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

**5-1.31.1 WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with 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, before commencing the performance of the work. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing the performance of this Contract. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

**Cancellation Notice:** "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

#### 5-1.31.2 GENERAL LIABILITY INSURANCE

Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises; operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
  - One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One Million dollars (\$1,000,000) Personal Injury Liability
  - Two Million dollars (\$2,000,000) Products-Completed Operations
  - Two Million dollars (\$2,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

#### 5-1.31.3 CONFORMITY OF COVERAGES

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

#### 5-1.31.4 ADDITIONAL REQUIREMENTS

**Premium Payments:** The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

**Policy Deductibles:** The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.

**CONTRACTOR'S Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

**Material Breach:** Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**Duration of Coverage:** City must be an additional insured for completed operations for a period of one (1) year after completion of the work.

**Project Reference:** The Certificate of Insurance must reference the project specifically by project title

### **5-1.31.5 ENDORSEMENTS**

Each Commercial General Liability policy shall be endorsed with the following specific language:

**Cancellation Notice:** "This policy shall not be canceled, material reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

"Provisions Regarding the Insured's Duties: Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City of Grass Valley, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

### **5-1.31.6 AUTOMOBILE LIABILITY INSURANCE**

CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Endorsements: The endorsements listed above for General Liability shall also apply to the Automobile Liability Policy.

### **5-1.32 WARRANTY**

Should any failure of the work occur within a period of one year from the acceptance of the project by the Grass Valley City Council due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his or her expense in accordance with the Special Provisions and to the satisfaction of the Engineer.

Security for this warranty shall be in the form of the Performance Bond, required elsewhere in these specifications, which shall remain in effect for a period of one (1) year after acceptance of the project by the Grass Valley City Council. The Performance Bond will not be reduced to an amount less than the bid amount of the project prior to the expiration of the one (1) year warranty period.

The City is hereby authorized to make such repairs, or to have such repairs made by others, if the Contractor fails to make such repairs, or to have such repairs made by others, if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after receiving written notice of such failure or within a time specified in the notice if different; provided, however, that in case of an emergency where, in the opinion of the Engineer, that delay would cause serious loss or damages, or a serious hazard to the public, and a reasonable attempt has been made to notify the Contractor, the repairs may be made without prior notice to the Contractor; and the Contractor's sureties shall be liable for the entire cost thereof.

### **SECTION 6 (BLANK)**

### **SECTION 7 (BLANK)**

### **SECTION 8 MATERIALS**

#### **SECTION 8-1 MISCELLANEOUS PREQUALIFIED SIGNING AND DELINEATION MATERIALS**

The California Department of Transportation maintains an Authorized Materials List (AML) which includes pre-qualified and tested materials and products. The list can be found at: <https://dot.ca.gov/programs/engineering-services/authorized-materials-lists> Materials included on these lists are authorized for use on City construction projects.

For those categories of materials included on the AML of Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list may be used in the work provided they conform to the requirements of the Standard Specifications. The Engineer shall not be precluded from sampling and testing products on the AML.

The manufacturer of products on the list of Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

## **SECTION 8-2 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these Special Provisions.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 901.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications for the concrete materials.

The Department maintains a list of sources of fine and coarse aggregate that have been approved for use with a reduced amount of mineral admixture in the total amount of cementitious material to be used. A source of aggregate will be considered for addition to the approved list if the producer of the aggregate submits to the Transportation Laboratory certified test results from a qualified testing laboratory that verify the aggregate complies with the requirements. Prior to starting the testing, the aggregate test shall be registered with the Department. A registration number can be obtained by calling (916) 227-7228. The registration number shall be used as the identification for the aggregate sample in correspondence with the Department. Upon request, a split of the tested sample shall be provided to the Department. Approval of aggregate will depend upon compliance with the specifications, based on the certified test results submitted, together with any replicate testing the Department may elect to perform. Approval will expire 3 years from the date the most recent registered and evaluated sample was collected from the aggregate source.

Qualified testing laboratories shall conform to the following requirements:

- A. Laboratories performing ASTM Designation: C 1293 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Concrete Proficiency Sample Program and shall have received a score of 3 or better on all tests of the previous 2 sets of concrete samples.
- B. Laboratories performing ASTM Designation: C 1260 shall participate in the Cement and Concrete Reference Laboratory (CCRL) Pozzolan Proficiency Sample Program and shall have received a score of 3 or better on the shrinkage and soundness tests of the previous 2 sets of pozzolan samples.

Aggregates on the list shall conform to one of the following requirements:

- A. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1293, the average expansion at one year shall be less than or equal to 0.040 percent; or
- B. When the aggregate is tested in conformance with the requirements in California Test 554 and ASTM Designation: C 1260, the average of the expansion at 16 days shall be less than or equal to 0.15 percent.

The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.02, "Materials," of the Standard Specifications and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by weight of the specified minimum cementitious material content.
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
  - 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by weight, the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - 2. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight, and any of the aggregates used are not listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 25 percent by weight of the total amount of cementitious material to be used in the mix.
  - 3. When the calcium oxide content of a mineral admixture is greater than 2 percent by weight and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 15 percent by weight of the total amount of cementitious material to be used in the mix.
  - 4. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used, the amount of mineral admixture shall not be less than 10 percent by weight of the total amount of cementitious material to be used in the mix.



5. When a mineral admixture that conforms to the provisions for silica fume in Section 90-1.02B(3), "Supplementary Cementitious Materials," of the Standard Specifications is used and the fine and coarse aggregates are listed on the approved list as specified in these Special Provisions, then the amount of mineral admixture shall not be less than 7 percent by weight of the total amount of cementitious material to be used in the mix.
- C. The total amount of mineral admixture shall not exceed 35 percent by weight of the total amount of cementitious material to be used in the mix. The total weight of cement and mineral admixture per cubic yard shall not exceed the specified maximum cementitious material content.

Unless otherwise specified, mineral admixture will not be required in Portland cement concrete used for precast concrete girders.

The Contractor will be permitted to use Type III Portland cement for concrete used in the manufacture of precast concrete members.

## **SECTION 9 (BLANK)**

## **SECTION 10 CONSTRUCTION DETAILS**

### **SECTION 10-1 GENERAL**

#### **10-1.01 SCOPE OF WORK**

The scope of work, in general, includes; installation of a micro surfacing pavement overlay, and thermoplastic pavement striping/markings modifications. Other related items not mentioned above, that are required by the plans, specifications or these Special Provisions shall be performed, placed, constructed, or installed.

#### **10-1.02 GENERAL REQUIREMENTS**

The order of work shall conform to the provisions in the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the requirements of "Cooperation", "Mobilization," "Maintaining Traffic" and "Traffic Control System" of these Special Provisions, the Project Plans, and the Standard Specifications.

Except as otherwise provided or with City Engineer approval of reduced roadway widths, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 4:00 p.m. Monday through Friday and when construction operations are not actively in progress.

Weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be adequately served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide the Engineer all required submittals within the time frame specified by the Special Provisions, the Project Plans, and/or the Standard Specifications.

The Contractor shall submit to the Engineer a progress schedule in accordance with Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. Attention is directed to the requirements of these sections for scheduling a pre-construction scheduling conference within 10 working days of the approval of the contract and submitting a baseline schedule to the Engineer within 20 days of the contract approval.

The Contractor is responsible for verifying the location of all existing underground facilities, within the project area, that may have potential to conflict with the location of proposed improvements, and other work as shown on the Plans. The City has made every effort to show locations of any and all existing surface and subsurface structures. However, actual field conditions and locations can vary considerably from the plan locations. Therefore, the City cannot, and does not, assume responsibility for the existence or location of any structure such as, but not limited to, utilities and pipelines. The contractor is responsible for contacting all agencies and/or owners to verify this information prior to and during construction of any of the proposed improvements. If any existing utilities are found in conflict with the proposed location of the improvements shown on the plans, the Contractor shall contact the Engineer. The Engineer shall provide the Contractor with new grades to eliminate such conflict or shall arrange to have the utilities relocated to avoid the conflict. The Contractor shall work with the Engineer to schedule surveyors to be onsite during pot-holing of conflicts for utility elevation verification. Any delays, which may result from failure of the Contractor to pothole potential utility conflicts, shall be at the Contractor's expense.

At the end of each working day if a difference in excess of three inches (3") exists between the elevation of the existing pavement and the elevation of excavations within six feet (6') of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way unless Type K barrier rail has been placed between the

traveled way and the excavation in accordance with "Type K Temporary Railing" of the Standard Specifications and these Special Provisions. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed. No payment will be made for material placed in excess of that required for the structural section.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in the provisions of this section, including, but not limited to, coordination with the applicable utility companies, pot-holing, excavation and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in prices paid for the various Contract Items of work involved and no additional compensation will be allowed.

### **10-1.03 REQUEST FOR INFORMATION**

All Requests for Information (RFI's) from the Contractor shall be submitted in writing to the Engineer, and shall be numbered sequentially as they are generated. The Engineer will have 5 working days from the date of receipt of each RFI to provide a response to the Contractor. All requests must come from the prime Contractor, the Engineer will not respond to RFI's received directly from subcontractors.

If the response provided by the Engineer is not satisfactory for the Contractor, the RFI may be re-submitted with more detailed requests noting the particular areas that have not been addressed. The Engineer will have three (3) working days to respond to the second request from the Contractor. If the second response is still not satisfactory to the Contractor, a meeting will be scheduled to resolve any outstanding items that have not been properly addressed.

A Request for Information shall only be used for obtaining information or clarification on project documents. The RFI process is not the proper media for notification of potential claims, writing letters, requesting a change order, etc... If the Contractor wishes to file a Notice of Potential Claim, it shall be filed in accordance with Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.

### **10-1.04 LINES AND GRADES**

Attention is directed to "Lines and Grades," of the Standard Specifications.

The Contractor shall be responsible for setting stakes or marks that the Contractor determines to be necessary to establish the lines and grades required for the completion of the work specified. The Engineer reserves the right to check, correct or require layout work to be revised in order to construct the improvements as shown on the plans and as directed by the Engineer. If any stakes or marks are destroyed or damaged, it is the Contractor's responsibility to reestablish the stakes or marks.

If the Contractor determines that conditions in the field would cause a conflict with the lines and grades shown on the plans or otherwise feels that there are errors in the lines and grades to be established he shall immediately notify the Engineer for clarification. Attention is directed to "Requests for Information" of these provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

### **10-1.05 WATER POLLUTION CONTROL**

#### **10-1.05.1 GENERAL**

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications, section of these Special Provisions entitled "Relations With California Regional Water Quality Control Board," and these Special Provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California  
Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, California 95815  
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at: <http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these Special Provisions.

Water pollution control requirements shall apply to storm water and non-storm water discharges from areas outside the project site that are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the highway right of way not specifically arranged and provided for by the Department for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

#### **10-1.05.2 WATER POLLUTION CONTROL IMPLEMENTATION**

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices. Unless otherwise directed by the Engineer, the Contractor's responsibility for "Water Pollution Control" implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Special Provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the "Water Pollution Control" practices, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5-1.03, "Engineer's Authority," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

#### **10-1.05.3 PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in "Water Pollution Control" including, but not limited to installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices including non-storm water management, waste management and materials pollution water pollution control practices, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the various items of work requiring these activities, and no additional compensation will be allowed therefore.

#### **10-1.05.4 CONSTRUCTION SITE MANAGEMENT**

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Non-hazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

##### **10-1.05.4.1 SPILL PREVENTION AND CONTROL**

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;

- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;
- G. Notify other agencies as appropriate, including:
  - 1. Fire Department,
  - 2. Public Works Department,
  - 3. Highway Patrol,
  - 4. City Police or County Sheriff Department,
  - 5. Department of Toxic Substances,
  - 6. California Division of Oil and Gas,
  - 7. Cal OSHA, or
  - 8. Regional Water Resources Control Board.

The contractor shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the contractor who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

**10-1.05.4.2 MATERIAL MANAGEMENT**

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- A. Hazardous chemicals including:
  - 1. Acids,
  - 2. Lime,
  - 3. Glues,
  - 4. Adhesives,
  - 5. Paints,
  - 6. Solvents, and
  - 7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;
- E. Plaster;
- F. Petroleum products including:
  - 1. Fuel,
  - 2. Oil, and
  - 3. Grease;
- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

Application of herbicides and pesticides shall be performed by a licensed applicator. The Contractor shall complete the Report of Chemical Spray forms when spraying herbicides or pesticides, and shall submit a copy to the Engineer before application.

### **Material Storage**

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these Special Provisions, unless testing determines them to be non-hazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

### **Stockpile Management**

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, or aggregate sub-base shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

#### **10-1.05.4.3 WASTE MANAGEMENT**

##### **Solid Waste**

The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The contractor shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

##### **Hazardous Waste**

The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,
- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these Special Provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The CONTRACTOR shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the California Department of Public Health (CDPH) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from non-hazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these Special Provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground. Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

### **Contaminated Soil**

The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by CDPH. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the CDPH. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

### **Concrete Waste**

The Contractor shall implement practices to prevent the discharge of Portland cement concrete or asphalt concrete waste into storm drain systems or watercourses.

Portland cement concrete or asphalt concrete waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;
- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of Portland cement concrete or asphalt concrete creates a residue or slurry; or



D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

### **Sanitary and Septic Waste**

Wastewater from sanitary or septic systems shall not be discharged or buried within the Department right of way. The CONTRACTOR shall inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system shall be properly connected and free from leaks.

The Contractor shall obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and provide a copy to the Engineer. The Contractor shall comply with local health agency requirements when using an on-site disposal system.

### **Liquid Waste**

The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these Special Provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these Special Provisions.

## **10-1.05.4.4 NON-STORM WATER MANAGEMENT**

### **Water Control and Conservation**

The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When

possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

### **Illegal Connection and Discharge Detection and Reporting**

The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather,
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

### **Vehicle and Equipment Cleaning**

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these Special Provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with asphalt concrete or Portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

### **Vehicle and Equipment Fueling and Maintenance**

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The CONTRACTOR shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

#### **Material and Equipment Used Over Water**

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

#### **Structure Removal Over or Adjacent to Water**

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these Special Provisions.

The CONTRACTOR shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

#### **Paving, Sealing, Sawcutting, and Grinding Operations**

The Contractor shall prevent the following material from entering storm drain systems or water courses:

- A. Cementitious material,
- B. Asphaltic material,
- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or
- F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland cement concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these Special Provisions if approved by the Engineer. Asphalt concrete chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

#### **Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load

thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

### **Pile Driving**

The Contractor shall keep spill kits and cleanup material at pile driving locations. Pile driving equipment shall be parked over drip pans, absorbent pads, or plastic sheeting where possible. When not in use, pile driving equipment shall be stored at least 50 feet from concentrated flows of storm water, drainage courses, or inlets. The Contractor shall protect pile driving equipment by parking it on plywood and covering it with plastic when precipitation is predicted. The CONTRACTOR shall inspect the pile driving area every day for leaks and spills.

The Contractor shall use vegetable oil instead of hydraulic fluid when practical.

### **Concrete Curing**

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

### **Concrete Finishing**

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

### **10-1.05.4.5 PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract prices paid for the items of work that require construction site management and no additional compensation will be allowed.

### **10-1.05.5 TEMPORARY CONCRETE WASHOUT FACILITY**

Temporary concrete washout facilities shall be constructed, maintained, and later removed at the locations shown on the approved Storm Water Pollution Prevention Plan in conformance with "Water Pollution Control" of these Special Provisions, and in conformance with details shown on the plans and these Special Provisions.

Temporary concrete washout facilities shall be one of the water pollution control practices for waste management and materials pollution control. The Storm Water Pollution Prevention Plan shall include the use of temporary concrete washout facilities.

### **10-1.05.5.1 MATERIALS**

#### **Plastic Liner**

Plastic liners shall be single ply, new polyethylene sheeting, a minimum of 10 mils thick and shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. Plastic liners shall not have seams or overlapping joints.

**Gravel-filled Bags**

Gravel bag fabric shall be non-woven polypropylene geotextile (or comparable polymer) and shall conform to the following requirements:

Specification	Requirements
Weight per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (one inch grip), kilonewtons, min. ASTM Designation: D 4632*	205
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D 4355, xenon arc lamp method	70

\* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width.

Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be between 3/8 inch and 3/4 inch in diameter, and shall be clean and free from clay balls, organic matter, and other deleterious materials.

The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 30 pounds and 50 pounds in weight.

**Straw Bales**

Straw for straw bales shall conform to the provisions in Section 13-10.02H, "Straw Bales," of the Standard Specifications.

Straw bales shall be a minimum of 14 inches in width, 18 inches in height, 36 inches in length and shall have a minimum weight of 50 pounds. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Straw bales shall be bound by either wire, nylon or polypropylene string. Jute or cotton binding shall not be used. Baling wire shall be a minimum of 16 gage in diameter. Nylon or polypropylene string shall be approximately 0.08-inch in diameter with 80 pounds of breaking strength.

**Stakes**

Stakes shall be wood or metal. Wood stakes shall be untreated fir, redwood, cedar, or pine and cut from sound timber. They shall be straight and free of loose or unsound knots or other defects which would render them unfit for the purpose intended. Wood stakes shall be a minimum 2" x 2" in size. Metal stakes may be used as an alternative, and shall be a minimum of 0.5-inch in diameter. Stakes shall be a minimum of 4 feet in length. The tops of the metal stakes shall be bent at a 90-degree angle or capped with an orange or red plastic safety cap that fits snugly to the metal stake. The Contractor shall submit a sample of the metal stake and plastic cap, if used, for the Engineer's approval prior to installation.

**Staples**

Staples shall be as shown on the plans. An alternative attachment device such as geotextile pins or plastic pegs may be used instead of staples. The Contractor shall submit a sample of the alternative attachment device for the Engineer's approval prior to installation.

**Signs**

Wood posts for signs shall conform to the provisions in "Wood Posts," of the Standard Specifications. Lag screws shall conform to the provisions in "Sign Panel Fastening and Mounting Hardware," of the Standard Specifications.

Plywood shall be freshly painted for each installation with not less than 2 applications of flat white paint. Sign letters shown on the plans shall be stenciled with commercial quality exterior black paint. Testing of paint will not be required.

**10-1.05.5.2 INSTALLATION**

Temporary concrete washout facilities shall be as follows:

- A. Temporary concrete washout facilities shall be installed prior to beginning placement of concrete and located a minimum of 50 feet from storm drain inlets, open drainage facilities, and water courses unless determined infeasible by the Engineer. Temporary concrete washout facilities shall be located away from construction traffic or access areas at a location determined by the Contractor and approved by the Engineer.
- B. A sign shall be installed adjacent to each washout facility at a location determined by the Contractor and approved by the Engineer. Signs shall be installed in conformance with the provisions in "Construction," and "Sign Panel Installation," of the Standard Specifications.
- C. The length and width of a temporary concrete washout facility may be increased from the minimum dimensions shown on the plans, at the Contractor's expense and upon approval of the Engineer.
- D. Temporary concrete washout facilities shall be constructed in sufficient quantity and size to contain liquid and concrete waste generated by washout operations for concrete wastes. These facilities shall be constructed to contain liquid and concrete waste without seepage, spills, or overflow.
- E. Berms for below grade temporary concrete washout facilities shall be constructed from compacted native material. Gravel may be used in conjunction with compacted native material.
- F. A plastic liner shall be installed in below grade temporary concrete washout facilities.

Details for an alternative temporary concrete washout facility shall be submitted to the Engineer for approval at least 7 days prior to installation.

Temporary concrete washout facilities shall be disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications.

#### **10-1.05.5.3 MAINTENANCE**

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 12 inches. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 13-9, "Temporary Concrete Washouts," of the Standard Specifications. Holes, rips, and voids in the plastic liner shall be patched and repaired by taping or the plastic liner shall be replaced. The plastic liner shall be replaced when patches or repairs compromise the impermeability of the material as determined by the Engineer.

Gravel bags shall be replaced when the bag material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Temporary concrete washout facilities shall be repaired or replaced on the same day the damage occurs. Damage to temporary concrete washout facilities resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

#### **10-1.05.5.4 PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing a temporary concrete washout facility, complete in place, including excavation and backfill, maintenance, and removal, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the various items of work requiring concrete and no additional compensation will be allowed.

### **10-1.06 PROPERTY AND FACILITY PRESERVATION**

Attention is directed to Section 5-1.36 "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

Existing utilities and facilities shall be preserved and protected from damage by the Contractor. An effort has been made to show existing surface and underground structures on the plans, however not all infrastructure may be shown and infrastructure locations may be in different locations from those described. The Contractor is responsible for contacting all agencies and utility owners to verify the location of underground infrastructure prior to and during construction.

The Contractor shall be responsible to repair, restore, replace and stabilize, as closely as possible to existing condition any facilities, landscaping, or any other improvements, that are disturbed as a result of performing work associated with this contract.

Before starting any work that could damage or interfere with underground infrastructure, the Contractor shall pothole and locate existing infrastructure, including laterals and appurtenances, and shall determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters and junction boxes. Existing infrastructure damaged due to negligence of the Contractor shall be completely repaired at the Contractor’s expense and in coordination with the effected utility owner.

The Contractor shall accurately tie off and record the location of all utility covers, cleanouts, pull boxes and manholes to be lowered or temporarily overlaid prior to raising to grade. A copy of said record shall be provided to the Engineer prior to resurfacing the street.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24 inch box and the minimum size of shrub replacement shall be No. 15 container {15-gallon}. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of Carpobrotus ground cover plants shall be from cuttings and shall be planted 12 inches on center. Replacement planting shall conform to the requirements in "Replacement Plants," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-7, "Highway Planting," of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Survey monuments and markers shown on the plans or encountered within the project limits shall be protected from damage by the Contractor. The Contractor shall notify the Engineer of monuments encountered and shall not remove or disturb said monument until the monument can be cross-referenced and tied out by a licensed surveyor. The Contractor shall allow a minimum of one working day for such referencing to be accomplished. When notified by the Engineer that the ties have been completed, the monument or marker can then be removed. The Contractor is not responsible for the replacement of any monument or marker of which the removal is necessitated by the work performed and which has been referenced and tied. If through negligence or carelessness on the part of the Contractor, notification is not made as provided above, markers are removed, or disturbed which are not in direct conflict with the construction, the Contractor shall be responsible for the cost of referencing, resurveying, and replacement of the monument or marker. Such sums for the replacement shall be deducted from the final contract payment.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

**10-1.07 COOPERATION**

Attention is directed to Section 5-1.09, "Partnering," and Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and these Special Provisions. Attention is also directed to “General Requirements” of these Special Provisions.

Following is a list of some, but not necessarily all, of the utility companies that may have facilities in the project area:

<u>Utility Company</u>	<u>Contact Person</u>	<u>Telephone Number</u>
Pacific Gas & Electric	Lee Wells	530-477-3260
AT&T	Astrid Willard	916-484-2388
Comcast Cable	Justin Haggin	530-790-3369
Nevada Irrigation District - Water	Construction	530-273-6185
City of Grass Valley – Sewer/Storm Drain	Public Works Department	530-274-4350
California Department of Transportation	District 3 Office	530-741-5474

The Contractor shall coordinate with Pacific Gas and Electric Company for the removal, relocation, repair, or disturbance of any gas or electric facilities caused by project work.

The Contractor shall coordinate with the AT&T for the removal, relocation, repair, or disturbance of any telecommunications facilities caused by project work.

The Contractor shall coordinate with the Comcast Cable for the removal, relocation, repair, or disturbance of any cable television facilities caused by project work.

The Contractor shall coordinate with the Nevada Irrigation District for the removal, relocation, repair, or disturbance of any water facilities caused by project work.

The Contractor shall coordinate with the City of Grass Valley for the removal, relocation, repair, or disturbance of any sewer storm drain facilities caused by project work.

The Contractor shall apply for and obtain an Encroachment Permit from the California Department of Transportation for any construction or traffic control performed within the State right of way.

Any utilities not listed above or damaged by the Contractor during the course of project work shall be repaired or replaced in cooperation with the affected utility company.

The Contractor shall provide sufficient notification to the affected utility company to allow time for scheduling and completion of the required work. Any delays resulting from the Contractor's failure to properly notify or schedule utility company work shall be at the Contractor's expense.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **10-1.08 CALTRANS PERMIT**

The Contractor shall apply for and obtain an Encroachment Permit from the Department of Transportation for that portion of work located on Highway 49 overpasses and for any construction or traffic control performed within the State right of way.

The City has secured an Encroachment Permit from the State for the proposed work. The Contractor shall be responsible for obtaining and conforming with the requirements of a "double permit" including; the submittal of application documents (application, insurance documentation, traffic control plans, etc.), payment of permit fees, inspection notifications and correspondence, and complying with any other conditions imposed by the State.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in obtaining and complying with the conditions of an Encroachment Permit from the Department of Transportation shall be included in the contract lump sum price paid for "Caltrans Permit," and no additional compensation will be allowed.

#### **10-1.09 PROGRESS SCHEDULE**

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions. The Contractor shall notify the Engineer on a daily basis of the areas of work scheduled for the following day.

The Contractor shall submit to the Engineer a practicable "Critical Path Method" progress schedule within 10 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time.

The progress schedule shall follow the general order of work detailed in "General Requirements," of these Special Provisions, and shall meet the milestones listed in "Beginning of Work, Time of Completion, and Liquidated Damages," of these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **10-1.10 OBSTRUCTIONS**

Attention is directed to Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications and of these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas in pipelines underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths, water mains, gravity sanitary sewer lines, and telephone conduits.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:



Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	1-800-227-2600

The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. Where potential conflict exists, the Contractor shall pothole existing utilities to determine their elevation. Call "Underground Service Alert" at 800-227-2600 forty-eight (48) hours before any excavation is started.

Full compensation for conforming to the provisions of this section, including exposing existing utilities, and any potholing, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **10-1.11 DUST CONTROL**

Dust control shall conform to the provisions in "Dust Control," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **10-1.12 MOBILIZATION**

Mobilization shall conform to the provisions in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in "Mobilization," including but not limited to the movement of personnel, equipment, supplies and incidentals to the project site shall be included in the contract lump sum price paid for "Mobilization," and no additional compensation will be allowed.

#### **10-1.13 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone).

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>.

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA

acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at: [http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/HighwaySafe.htm](http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm).

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various Contract items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed.

**10-1.14 CONSTRUCTION AREA SIGNS**

Construction Area Signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Attention is directed to the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	(800) 642-2444 (800) 227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these Special Provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The reflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Construction Area Signs shown on the Contractor's accepted Traffic Control Plan, or as directed by the Engineer, shall be included in the Contract price paid for, "Traffic Control System," and shall include full compensation for

furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs.

#### **10-1.15 TEMPORARY OBJECT MARKERS**

Object markers shall be stationary mounted on wood or metal posts in conformance with the details shown on the plans and the provisions in "Markings," of the Standard Specifications.

Marker panels for Type P object markers shall conform to the provisions for sign panels for stationary mounted signs.

Full compensation for furnishing, placing, maintaining, and removing temporary object markers, including but not limited to for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Temporary Object Markers, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as required per the Contractor's accepted Traffic Control Plan, and as directed by the Engineer shall be considered as included in the Contract prices paid for the various items of work and no separate payment will be made.

#### **10-1.16 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety."

Lane closures shall conform to the provisions in "Closure Requirements and Conditions," and "Traffic Control System" of these Special Provisions.

The full width of the travel way shall remain open for public use at all times unless otherwise specified in these Special Provisions or approved by the City Engineer.

Construction activity requiring lane closures shall conform to the following restrictions;

- **The travel way of main arterial and collector streets, including East Main St, Brunswick Rd, Sutton Way, Dorsey Dr, Olympic Park Circle and Sierra College Dr, may be reduced to one 11 foot lane of traffic in both directions between the hours of 7:00am to 4:00pm, as necessary and subject to the approval of the Engineer.**

Five days advance notice shall be given to all residents, businesses and local authorities prior to beginning work involving full street closures and/or closures to one lane. The Contractor shall accommodate any special needs that arise that may require ingress and egress to a property.

The Contractor may request day and/or weekend hours of work, which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

The Contractor shall provide access to parking lots, driveways, residences and businesses at all times unless otherwise specified in these Special Provisions or approved by the City Engineer. Access to parking lots, driveways, and businesses within the project area shall be detailed in the Contractor's Traffic Control Plan for review and acceptance by the Engineer. Five days advance notice shall be given to all residents, businesses and local authorities prior to beginning work involving temporary closures to driveways or parking lots.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 7 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer and/or as required as part of the Contractor's accepted Traffic Control Plan. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the

Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane. The lane closure provisions of this section shall not apply if the work area is protected by a temporary railing or barrier.

Pedestrian and bicycle access facilities shall be provided through construction areas within the right of way, unless otherwise approved by the Engineer, and included in the Contractor's Traffic Control Plan for review and acceptance by the Engineer.

Full compensation for all flagging costs required for contract items and work within the Project Limits shall be included in the contract price paid for "Traffic Control System" and no additional compensation will be allowed.

Full compensation for furnishing all signs, pedestrian and bicycle access facilities, posting signs, detours, lane closures, materials, tools, equipment, and incidentals and for doing all work involved in "Maintaining Traffic" complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer will be included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

### **10-1.17 CLOSURE REQUIREMENTS AND CONDITIONS**

Lane closures shall conform to the provisions in "Maintaining Traffic" of the Standard Specifications and these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

#### **10-1.17.1 CLOSURE SCHEDULE**

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall submit the Closure Schedule request in a form acceptable to the City for approval. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

#### **10-1.17.2 CONTINGENCY PLAN**

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

#### **10-1.17.3 LATE REOPENING OF CLOSURES**

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 30-minute interval, or fraction thereof past the time specified to reopen the closure, the City will deduct \$200 per interval from moneys due or that may become due the Contractor under the Contract.

#### **10-1.17.4 PAYMENT**

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or

interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, time or payment adjustments shall be determined in conformance with the provisions in Section 8-1.07 "Delays" of the Standard Specifications:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these Special Provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a delay and time or payment adjustments shall be determined in conformance with the provisions in Section 8-1.07 "Delays" of the Standard Specifications.

Full compensation for conforming to the provisions of this section shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed.

#### **10-1.18 TRAFFIC CONTROL SYSTEM**

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications, the provisions in "Maintaining Traffic," "Closure Requirements and Conditions," and "Construction Area Signs," of these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Any existing traffic stripes, pavement marking and pavement markers that are obliterated or removed by the Contractor or as directed by the Engineer shall be reinstalled by the Contractor before the completion of this project. Any conflicting markings shall be completely removed as identifiable pavement markings under daylight or at night, wet or dry conditions.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures.

STATIONARY TYPE LANE CLOSURE: When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain, and remove components of a traffic control system on multi lane highways shall be equipped with a Type II flashing arrow sign and radios which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining, and removing of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

When flaggers are required, they shall have radios and be in contact with personnel in the work area.

One-way traffic shall be controlled through the project in conformance with the Caltrans Standard Plan T-13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these Special Provisions.

MOVING LANE CLOSURE: Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 7 feet above the ground, but should be as high as practicable.

Flashing arrow signs shall be in the caution display mode when used on 2-lane, 2-way highways.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, telephone (312) 467-6750
  - 1. Distributor (northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
  - 2. Distributor (southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, telephone (800) 222-8274
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, telephone (925) 551-4900
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, telephone (800) 654-8182

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum ½ inch high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in ½ inch high letters which states, "The bottom of this TMA shall be \_\_\_\_\_ inches ± \_\_\_\_\_ inch above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

Contractor shall submit a traffic control plan to the Engineer for acceptance prior to beginning any construction activities. All such plans shall conform to Section 12, "Temporary Traffic Control," of the Standard Specifications, the Manual of Traffic Control, and these Special Provisions.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, will be paid for as a part of the extra work.

Full compensation for furnishing all labor (including flagging costs), materials (including signs, markings, and markers), tools, equipment, and incidentals and for doing all work involved in "Traffic Control System," including, but not limited to, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the accepted Traffic Control Plan, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed.

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Provisions. Payments for the contract item "Traffic Control System" will be made on the basis of the percent of work done on all items of work excluding the item for "Traffic Control System."

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

#### **10-1.18.1 TRAFFIC CONTROL PLAN**

The Traffic Control Plan for controlling the traffic and parking, including shoulder closures, detours and lane closures on City roadways, applicable bikeways, pedestrian facilities, and State Highways in conjunction with the work shall be submitted by the Contractor. The Traffic Control Plan shall be consistent with all specific site conditions and work conditions for this project.

Contractor shall submit three (3) copies of a proposed Traffic Control Plan to the City Engineer for review and comments no later than five (5) working days after the pre-construction conference. Construction shall not begin until the traffic control plan has been reviewed and accepted by the City Engineer. The contractor shall allow five (5) working days for review by the City. If revisions are required, as determined by the City Engineer, the Contractor shall revise and resubmit the Traffic Control Plan within five (5) calendar days of receipt of comments and shall allow five (5) working days for review of the revised traffic control plans. Upon acceptance of the Traffic Control Plan by the City Engineer, three (3) additional copies of the traffic control plan, incorporating all the required changes, shall be submitted to the City Engineer. Failure to submit an acceptable traffic control plan shall not in any way delay the start of the contract working days. The Traffic Control Plan shall be prepared and stamped by a Civil Engineer or Traffic Engineer licensed to practice engineering in the State of California. If the Contractor makes significant changes to the accepted Traffic Control Plan, these changes must also be prepared and stamped by a licensed Civil Engineer or Traffic Engineer.

The Traffic Control Plan shall conform to the Plans, Standard Specifications, the California MUTCD dated September 26, 2006, Section 12, "Temporary Traffic Control," of the Standard Specifications, and these Special Provisions.

The Traffic Control Plan shall be accepted by the Engineer prior to the start of construction. The Contractor shall not proceed with any construction until proper traffic control has been provided to the satisfaction of the Engineer. Failure to comply with any specification herein or with direction from the Engineer may result in work stopped until compliance is restored.

Any lost days due to improper traffic control will be charged against the Contractor's allowable working days.

The Contractor's Traffic Control Plan shall include and detail pedestrian access facilities through the construction areas within the Project right of way in accordance with Section 12-4, "Maintaining Traffic" of the Standard Specifications, for review and acceptance by the Engineer.

The Traffic Control Plan shall include preparation of a plan for the work to be performed within the project limits including, but not limited to, all flagging, signs, portable message signs, barricades, temporary striping, cones, pedestrian access facilities and other incidentals associated with, but not limited to, the widening of the roadway, installation of signal poles and conduits and reconstruction of sidewalks.

Acceptance by the City Engineer of the submitted traffic control plan shall in no way relieve the Contractor of his responsibility for any and all safety requirements conforming to the Standard Specifications, these Special Provisions or others of any public authority having jurisdiction for the safety of persons and property, or to protect them from damage, injury or loss.

Full compensation for conforming to the provisions of this section shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no additional compensation will be allowed.

#### **10-1.19 FLAGGING COSTS**

The first paragraph of Section 12-1.03, "Construction," of the Standard Specifications is amended in its entirety to read as follows:

Full compensation for furnishing all flaggers, including transporting flaggers, and providing stands, towers, or lights for use of flaggers to provide for passage of public traffic through the work under the provisions in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications shall be considered as included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

#### **10-1.20 PORTABLE FLASHING BEACONS**

Portable flashing beacons conforming to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications shall be furnished, placed and maintained at the locations shown on the plans, as required per the Contractor's accepted Traffic Control Plan and/or directed by the Engineer.

If flashing beacons are displaced or are not in an upright position, from any cause, during the progress of the work, the Contractor shall immediately repair or replace the flashing beacons in their original locations.

Full compensation for furnishing, placing, maintaining, and removing portable flashing beacons as required per the Contractor's accepted Traffic Control Plan and as ordered by the Engineer shall be considered as included in the Contract prices paid for the items of work that require the portable flashing beacons and no separate payment will be made.

### **10-1.21 BARRICADES**

Barricades shall be furnished, placed and maintained at the locations shown on the plans, specified in the Standard Specifications or in these Special Provisions or where designated by the Engineer. Barricades shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Attention is directed to "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions regarding retroreflective sheeting for barricades.

Construction area sign and marker panels conforming to the provisions in "Construction Area Signs," of the Standard Specifications shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans.

Sign panels for construction area signs and marker panels installed on barricades shall conform to the provisions in "Stationary-Mounted Signs," of the Standard Specifications.

Full compensation for furnishing all barricades, including, but not limited to installation, maintenance and removal, shall be considered as included in the Contract lump sum price paid for "Traffic Control System" and no additional compensation will be allowed.

### **10-1.22 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California Manual of Uniform Traffic Control Devices ("CAMUTCD"), or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

#### **10-1.22.1 GENERAL**

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

All work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape, including underlying adhesive, which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

#### **10-1.22.2 TEMPORARY LANELINE AND CENTERLINE DELINEATION**

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions.

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

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs



shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3a or W71(CA) (NEXT \_\_\_\_\_ MILES) signs shall be installed beneath the W20-1 signs installed in advance of "no passing" zones. R4-2 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these Special Provisions, except for payment.

#### **10-1.22.3 TEMPORARY EDGELINE DELINEATION**

On multilane roadways (freeways and expressways), whenever edgelines are obliterated and temporary pavement delineation to replace those edgelines is not shown on the plans, the edgeline delineation to be provided for those areas adjacent to lanes open to public traffic shall be as follows:

- A. Temporary pavement delineation for right edgelines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 feet.
- B. Temporary pavement delineation for left edgelines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 feet or temporary pavement markers placed at longitudinal intervals of not more than 6 feet. Temporary pavement markers used for temporary left edgeline delineation shall be one of the types of temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions.

Whenever edgelines are obliterated on roadways, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of, at the option of the Contractor, either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 30 feet.

Traffic stripe (4-inch wide) placed for temporary edgeline delineation, which will require removal, shall consist of temporary removable construction grade striping and pavement marking tape listed in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions, and shall conform to the requirements "Temporary Traffic Stripe" (Tape) of this Special Provision. Temporary removable construction grade striping and pavement marking tape when used shall be applied in conformance with the manufacturer's recommendations. Where removal of the 4-inch wide traffic stripe will not be required, painted traffic stripe conforming to the provisions of "Temporary Traffic Stripe (Paint)" of these Special Provisions may be used. The quantity of painted traffic stripe used for temporary edgeline delineation will not be included in the quantities of paint traffic stripe to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the project site to maintain the cones or delineators during hours of the day that the cones or delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these Special Provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types 36 inches listed in Section 8-1.03, "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

#### **10-1.22.4 TEMPORARY TRAFFIC STRIPE (TAPE)**

Temporary traffic stripe consisting of removable traffic stripe tape shall be applied at the locations shown on the Contractor's accepting Traffic Control Plans, the project plans, and as directed by the engineer. The temporary traffic stripe tape shall be complete in place at the location shown prior to opening the traveled way to public traffic.

Removable traffic stripe tape shall be the temporary removable traffic stripe tape listed in “Pre-qualified and Tested Signing and Delineation Materials” of these Special Provisions.

Removable traffic stripe tape shall be applied in conformance 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 stripe tape shall be applied straight on tangent alignment and on a true arc on curved alignment. Traffic stripe 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.

When removable traffic stripe tape is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 6 feet may be used in place of the temporary traffic stripe tape. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in “Pre-qualified and Tested Signing and Delineation Materials” of these Special Provisions. When temporary pavement markers are used in place of temporary tape traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical length of the temporary traffic stripe (tape) required for the left edgeline which the temporary markers replace.

#### **10-1.22.5 TEMPORARY TRAFFIC STRIPE (PAINT)**

Temporary traffic stripe consisting of painted traffic stripe shall be applied and maintained at the locations shown on the Contractor’s accepted Traffic Control Plans, the project plans, and as directed by the Engineer. The painted temporary traffic strip shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary traffic stripe will not be required.

Temporary painted traffic strip shall conform to the provisions in “Paint Traffic Stripes and Pavement Markings” of these Special Provisions, “Traffic Stripes and Pavement Markings,” of the Standard Specifications, except for payment. At the option of the Contractor, either one or two coats shall be applied regardless of whether on new or existing pavement.

When painted traffic stripe is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 6 feet may be used in place of the temporary painted traffic stripe. Temporary pavement markers will be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in “Pre-qualified and Tested Signing and Delineation Materials” of these Special Provisions. When temporary reflective pavement markers are used in place of temporary painted traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical quantity of temporary traffic stripe (paint) required for the left edgeline the temporary pavement markers replace.

#### **10-1.22.6 TEMPORARY PAVEMENT MARKING (TAPE)**

Temporary pavement marking consisting of removable pavement marking tape shall be applied at the locations shown on the plans. The temporary pavement marking tape shall be complete in place at the location shown, prior to opening the traveled way to public traffic.

Removable pavement marking tape shall be the temporary removable type pavement marking tape listed in “Pre-qualified and Tested Signing and Delineation Materials” of these Special Provisions and shall be applied and removed in conformance with the provisions specified for applying and removing the temporary traffic stripe tape.

#### **10-1.22.7 TEMPORARY PAVEMENT MARKING (PAINT)**

Temporary pavement marking consisting of painted pavement marking shall be applied and maintained at the locations shown on the plans. The painted temporary pavement marking shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary pavement marking will not be required.

Temporary painted pavement marking shall conform to the provisions in “Traffic Stripes and Pavement Markings,” of the Standard Specifications , except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless whether on new or existing pavement.

At the Contractor’s option, temporary removable pavement marking tape or permanent pavement marking tape listed in “Pre-qualified and Tested Signing and Delineation Materials” of these Special Provisions may be used instead of painted temporary pavement markings. When pavement marking tape is used, regardless of which type of tape is placed, the tape will be measured and paid for by the square meter as temporary pavement marking (paint).

#### **10-1.22.8 TEMPORARY PAVEMENT MARKERS**

Temporary pavement markers shall be applied at the location shown on the Contractor's accepted traffic control plan, the project plans and as directed by the Engineer. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions.

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

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of patterns of temporary traffic stripe (tape) or temporary traffic stripe (paint).

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these Special Provisions may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these Special Provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 81-3.03c, "Epoxy Adhesive," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

#### **10-1.22.9 MEASUREMENT AND PAYMENT**

Full compensation for furnishing, placing, maintaining, and removing the temporary raised pavement markers and stripes, and/or layout (dribble) lines to establish alignment of temporary pavement markers used for temporary laneline and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract price paid for "Traffic Control System" and no additional compensation will be allowed.

Full compensation for furnishing, placing, maintaining and removing temporary pavement delineation, including but not limited to, all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying, maintaining, removing, and repairing temporary pavement delineation, complete in place, as shown on the plans, as shown on the Contractor's accepted Traffic Control Plan, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no separate payment will be made.

#### **10-1.23 TEMPORARY RAILING**

Temporary railing (Type K) shall be placed at the locations shown on the Contractor's accepted Traffic Control Plan or as shown on the plans, and shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials," of these Special Provisions.

The Contractor's attention is directed to the provisions in "Public Safety," and "General Requirements," elsewhere in these Special Provisions.

Temporary railing (Type K) placed in accordance with the provisions in "Public Safety," of these Special Provisions will not be measured nor paid for.

Full compensation for furnishing all labor, materials (including reinforcement and concrete anchorage devices and terminal sections as required), excavation, backfill, tools, equipment and all incidentals, and for doing all work involved in furnishing, placing, maintaining, repairing, moving, reinstalling at a new location, replacing and removing temporary railing as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and

as directed by the Engineer shall be considered as included in the Contract lump sum price paid for "Traffic Control System," and no separate payment will be made.

#### **10-1.24 CHANNELIZERS**

Channelizers shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Channelizers shall conform to the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

Channelizers placed in accordance with the Contractor's accepted Traffic Control Plan as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for, "Traffic Control System" and no additional compensation will be allowed.

#### **10-1.25 TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these Special Provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these Special Provisions.

Attention is directed to "Public Safety", "General Requirements", and "Temporary Railing" of these Special Provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, telephone (312) 467-6750, FAX (800) 770-6755
  - 1. Distributor (North): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
  - 2. Distributor (South): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, telephone (800) 222-8274, FAX (714) 937-1070
- B. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205
  - 1. Distributor (North): United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
  - 2. Distributor (South): Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in pounds for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these Special Provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these temporary crash cushions modules will not be counted for payment in the new position.

If the Engineer orders a lateral move of the sand filled temporary crash cushions, except those placed in conformance with "Public Safety," of these Special Provisions, and the repositioning is not shown on the plans or the Contractor's accepted Traffic Control Plan, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

Temporary crash cushion modules as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for, "Traffic Control System," and shall include full compensation for furnishing all labor, materials (sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all work involved in installing, maintaining, moving, resetting and removing, when no longer required (including those damaged by public traffic) the temporary crash cushion modules and no additional compensation will be allowed.

#### **10-1.26 EXISTING FACILITIES**

This work shall consist of removing existing facilities and structures which interfere with construction in the specified work area as shown on the plans and as specified in these Special Provisions. Attention is directed to Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

##### **10-1.26.1 REMOVE ASPHALT CONCRETE**

Existing asphalt concrete surfacing, and underlying base material shall be removed as needed, as shown on the plans and in conformance with these Special Provisions.

Attention is directed to the provisions in "Clearing and Grubbing," and "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

That portion of the asphalt concrete area to be removed abutting asphalt concrete to remain in place shall be cut on neat lines with a power-driven saw before removing the surfacing, unless approved by the Engineer.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted as deemed necessary by the Engineer.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

The exact limits of asphalt concrete surfacing to be removed and replaced, as shown on the plans, will be determined by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing asphalt concrete, including, but not limited to, sawcutting, disposal, excavation

and backfill as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer, shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **10-1.27 WATERING**

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

#### **10-1.28 GRIND HMA PAVEMENT**

Existing hot mix asphalt concrete pavement shall be ground at the locations and to the dimensions shown on the plans, including "T" trench grinding and taper grind areas. Grinding of asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Any sections of asphalt concrete that become loose after taper grinding shall be removed and disposed of by the Contractor at the Contractor's sole expense.

The limits of all transverse and longitudinal taper grinding shall be field-approved by the Engineer prior to grinding.

Cold planing machines shall be equipped with the cutter head not less than 30-inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing 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 indicated on the typical cross-sections, details, plans or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-sections and details. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Following planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

When transverse joints are planed in the pavement at conform lines; no drop-off shall remain between the existing pavement and 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 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 tapers on a slope of 30:1, or flatter, to the level of the planed area.

Asphalt concrete for temporary tapers shall be constructed of commercial quality asphalt concrete or cold mix asphalt concrete and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be maintained continuously and when no longer needed completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right-of-way..

Operations shall be scheduled such that not more than 3 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 such conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the right-of-way.

Removal operations of cold-planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer. The Contractor shall provide sediment control measures to prevent sediment from entering the storm drain system.

The Contractor's attention is directed to "General Requirements" and "Cooperation" of these Special Provisions and the Project Plans for the order required for various items of work. The concrete curb and gutter shall be constructed prior to any final grading and paving operations for the street sections and the new pavement structural section shall be constructed prior to grinding of the existing pavement.

Taper grind asphalt concrete pavement will be measured per square yard for the actual area of surface ground irrespective of the number of passes required to obtain the depth shown on the plans.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved including, but not limited to, grinding, disposal, sediment control measures, furnishing asphalt concrete for and constructing, maintaining, removing and disposing of temporary asphalt concrete tapers, shall be considered as included in the various contract items requiring grind HMA pavement and no additional compensation will be allowed.

#### **10-1.29 SURFACE PREPARATION**

This work shall consist of preparing the existing asphalt concrete pavement to receive microsurfacing or HMA overlay, as shown on the plans and in conformance with these Special Provisions.

**10-1.29.1 CRACK FILLING**

All cracks greater than 3/8” in width shall be filled prior to pavement sealing or resurfacing. Cracks requiring attention shall be cleaned free of dirt, debris and vegetation in preparation for filling. Cracks shall be completely filled with a hot mix rubberized crack filler, flush with the existing pavement surface. Any overfilling of cracks shall be ground down to the surface of the pavement.

**10-1.29.2 SURFACE CLEANING**

The surface to receive pavement sealing or asphalt concrete paving shall be dry and free of debris. A mechanical device shall be used to clean the pavement surface by sweeping or vacuuming until free of oil, vegetation, sand, dirt, water, gravel and other debris.

**10-1.29.3 HMA PATCHING**

Voids or depressions in existing asphalt concrete pavement areas greater than 1” in width shall be filled with hot mix asphalt flush with the existing pavement surfaces.

Hot Mix Asphalt shall be placed over the underlying asphalt concrete pavement or base material and shall conform to the provisions in "Hot Mix Asphalt (HMA)" of these Special Provisions, except for payment.

**10-1.29.4 PAYMENT**

Full compensation for furnishing all labor, materials (including rubberized filler, asphaltic emulsions, liquid asphalts, HMA and aggregate), tools, equipment, and incidentals, and for doing all the work involved in preparation of existing asphalt concrete pavement surfaces, including crack filling, surface cleaning, and HMA patching as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the lump sum price paid for “Surface Preparation” and no additional compensation will be allowed.

**10-1.30 HOT MIX ASPHALT (HMA)**

Hot Mix Asphalt (HMA) shall be Type A, installed using the Standard Construction Process, and shall conform to the provisions in "Hot Mix Asphalt," of the Standard Specifications and these Special Provisions.

The grade of asphalt binder to be mixed with aggregate for Type A HMA shall be Grade PG 64-16 conforming to the provisions in "Asphalt Binders," of the Standard Specifications.

Aggregate used for Type A HMA shall conform to the 1/2 inch maximum grading specified in Section 39-2.02B(4), "Aggregates," of the Standard Specifications for all structural section replacement areas, as designated on the plans.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of HMA, except when eliminated by the Engineer, and shall be applied to all vertical surfaces of existing pavement, curb and gutter, and construction joints in the surfacing against which additional material is to be placed and to other surfaces as designated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-1.02B, "Tack Coat," and Section 92, "Asphalts," of the Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Paint binder (tack coat) shall be applied in the gallon per square yard range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

Application Rates for Paint Binder (Tack Coat) on HMA	
Type of surface to receive paint binder (tack coat)	Paving Asphalt gal/sq yd
Dense, compact surfaces, between layers, and on PCCP	0.01 – 0.02
Open textured, or dry, aged surfaces	0.02 – 0.06

HMA shall be spread and compacted in the number of layers of the thicknesses indicated in the following table:

Total Thickness Shown on Plans <sup>a</sup>	No. of Layers	Top Layer Thickness (foot)		Next Lower Layer Thickness (foot)		All Other Lower Layer Thickness (foot)	
		Min.	Max.	Min.	Max.	Min.	Max.

0.20-foot or less	1	—	—	—	—	—	—
0.25-foot	2b	0.12	0.13	0.12	0.13	—	—
0.30-0.40 foot	2	0.15	0.20	0.15	0.25	—	—
0.45-foot or more	c	0.15	0.20	0.15	0.25	0.15	0.40

- a. When pavement reinforcing fabric is shown to be placed between layers of HMA, the thickness of asphalt concrete above the pavement reinforcing fabric shall be considered to be the "Total Thickness Shown on Plans" for the purpose of spreading and compacting the HMA above the pavement reinforcing fabric.
- b. At the option of the Contractor, one layer 0.25-foot thick may be placed.
- c. At least 2 layers shall be placed if total thickness is 0.45-foot. At least 3 layers shall be placed if total thickness is more than 0.45-foot and less than 0.90-foot. At least 4 layers shall be placed if total thickness is 0.90-foot or more.

HMA base shall be spread and compacted in one or more layers. Each layer of HMA base shall be not less than 0.20-foot nor more than 0.40-foot in compacted thickness, except that where the total thickness of HMA to be placed over HMA base is 0.20-foot or less, the layer of HMA base below the HMA shall not exceed 0.25-foot.

A layer shall not be placed over a layer which exceeds 0.25-foot in compacted thickness until the temperature of the layer which exceeds 0.25-foot in compacted thickness is less than 160° F at mid depth.

HMA shall be placed to the lines, dimensions, and grades shown on the plans or as directed by the Engineer. No allowance will be made for HMA placed outside those dimensions unless otherwise ordered by the Engineer. Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with HMA.

Full compensation for furnishing all labor, materials (including asphaltic emulsions, liquid asphalts, asphalts, and aggregate), tools, equipment, and incidentals, and for performing all the work involved in placing hot mix asphalt, complete in place including application of a prime coat or paint binder (tack coat) as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be considered as included in the various contract items requiring hot mix asphalt and no additional compensation will be allowed.

#### **10-1.31 REMOVE AND REPLACE HMA**

This work shall consist of removing existing asphalt concrete surfacing, and underlying base material as needed, and replacing the removed structural section with new asphalt concrete as shown on the plans and in conformance with these special provisions.

Existing asphalt concrete surfacing and underlying base material removed during a work period shall be replaced before the time the lane is to be opened to public traffic in conformance with the provisions in "Maintaining Traffic" of these special provisions, unless approved by the Engineer.

The outline of the asphalt concrete area to be removed shall be cut on neat lines with a power-driven saw to a depth matching the depth of the replacement section, before removing the surfacing, unless approved by the Engineer. If the asphalt concrete surface is to be totally removed by cold planning, the Engineer may eliminate the saw-cutting before removing the surface.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the right-of-way.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Attention is directed to "Surface Preparation" of these Special Provisions for the requirements of preparing the underlying asphalt concrete surface prior to asphalt concrete paving.

Hot Mix Asphalt shall be placed over the prepared base material or underlying asphalt concrete pavement not removed and shall conform to the provisions in "Hot Mix Asphalt (HMA)" of these Special Provisions, except for payment.

All paved trench edges and joints shall be sealed with asphaltic emulsion seal coat and sand screenings as shown on the plans and in conformance with the provisions in "Seal Coats", of the Standard Specifications and these Special Provisions.

The exact limits of asphalt concrete surfacing to be removed and replaced, as shown on the plans, will be determined by the Engineer. The quantity of asphalt concrete removal and replacement to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

Full compensation for furnishing all labor, materials (including asphaltic emulsions, liquid asphalts, asphalts, and aggregate), tools, equipment, and incidentals, and for performing all the work involved in removing and replacing hot



mix asphalt, complete in place including sawcutting existing asphalt concrete, application of prime coat or paint binder (tack coat), and compacting the existing base, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, shall be included in the contract price paid per square yard for "Remove and Replace HMA (Depth of Removal)" and no additional compensation will be allowed.

If the aggregates for the HMA did not meet the "Contract Compliance" requirements for Sand Equivalent or gradation and if the Contractor requests the material be accepted on the basis of a penalty, in conformance with the provisions in the Section 39 2.02, "Materials," of the Standard Specifications, and the Engineer approves the request, the penalty shall be \$3.50 per cubic yard.

**10-1.32 MICROSURFACING**

This work shall consist of an application of microsurfacing material to an existing surface to produce a cured mixture with a homogeneous appearance, a firm surface adhesion, and a skid resistant texture. The microsurfacing material shall be a mixture of mineral aggregate, cationic polymer modified asphalt emulsion, mineral filler, water and other additives proportioned, mixed, and placed on an existing surface in accordance with these specifications and to the dimensions as shown on the plans.

**10-1.32.1 MATERIALS**

**10-1.32.1.1 MINERAL AGGREGATE**

The mineral aggregate shall be generated by crushing operations from a single source and shall be composed of clean, tough, and durable particles of crushed granite, or crushed stone meeting the following requirements:

1. Clean and free from organic matter, clay balls, or other deleterious material
2. Maximum weighted sodium sulfate soundness loss of 25 percent. Refer to AASHTO T 104.
3. Maximum loss by abrasion of 30 percent. Refer to AASHTO T 96.
4. Sand equivalent of 70 or greater. Refer to AASHTO T 176.

The mineral aggregate shall conform to the gradation requirements and tolerances of Table 480.2.1:1, "Mineral Aggregate Gradation" when tested in accordance with AASHTO T 11 and AASHTO T 27.

**Table 10-1.01.1.1 Mineral Aggregate Gradation**

Sieve Size	Percent Passing By Weight	Tolerance (TV= Target Value)
3/8"	100	0
#4	90 - 100	TV +/- 5%
#8	65 - 90	TV +/- 5%
#16	45 - 70	TV +/- 5%
#30	30 - 50	TV +/- 5%
#50	18 - 30	TV +/- 4%
#100	10 - 21	TV +/- 3%
#200	5 - 15	TV +/- 2%

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform.

**10-1.32.1.2 EMULSIFIED ASPHALT**

The Contractor shall provide emulsified asphalt in accordance with AASHTO M 208. The settlement, solubility with trichloroethylene and cement mixing test requirements shall not apply. The emulsified asphalt shall be a CSS-1P or a CQS-1HP cationic polymer modified emulsified asphalt unless otherwise specified in the contract documents or approved by the City Engineer or designee. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. The emulsion shall be homogeneous and shall show no separation of polymer. The Contractor shall obtain certification from the asphalt emulsion manufacturer that the emulsion contains a minimum of 3.0 percent polymer solids based on the weight of asphalt (asphalt residual). The Contractor shall provide copies of this certification to the City Engineer or designee

for each load, lot, or batch of asphalt emulsion used on the project. The emulsified asphalt shall comply with the requirements of Table 480.2.2:1, “Emulsified Asphalt Material Properties.”

**Table 10-1.01.1.2 Emulsified Asphalt Material Properties**

Description	Min	Max	Test Method
<b>Test on Emulsion</b>			AASHTO T 59
Residue by Distillation(*modified)	62%		
Viscosity, Saybolt Furol at 77°F (25°C)	20 sec.	100 sec.	
Storage stability test, one day	-	1%	
Particle charge test	Positive		
Tests on residue from distillation:			
Penetration, 77°F, 100 g, 5 seconds	55	90	AASHTO T 49
Softening Point, Ring & Ball	135°F	-	AASHTO T 53

\*The standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350°F +/- 10°F and maintained at this point for 20 minutes. Complete the total distillation in 60 minutes +/- 5 minutes from the first application of heat.

The emulsified asphalt material storage shall be ample to meet the requirements of the plant. All equipment used in the storage and handling of emulsified asphalt material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter. All equipment used in the storage and handling of emulsified asphalt material shall be made available for inspection by the City Engineer or designee upon request and corrective action shall be taken by the Contractor to clean equipment identified in non-compliance with this specification at the Contractor’s expense.

**10-1.32.1.3 MINERAL FILLER**

Hydrated lime, cement, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

**10-1.32.1.4 WATER**

Water shall be potable and free of harmful salts, reactive chemicals, and any other contaminants.

**10-1.32.1.5 OTHER ADDITIVES**

Additives may be used as required to accelerate or retard the break-set of the microsurfacing mix; to improve the resulting finished surface; or to increase adhesion. Additives used shall be those recommended for use by the emulsion manufacturer. The initial additive quantities shall be determined from the mix design for the microsurfacing mix or individual materials. Additives used shall be compatible with the other components of the mix. Use of additives not specified in the mix design shall require approval by the Engineer prior to use.

A polymer based modifier that consists of latex shall be milled into the emulsified asphalt. This additive shall allow the microsurfacing mixture to cure sufficiently so that normal traffic can be permitted in one hour after placement of the microsurfacing mixture, without damage to the new surface.

**10-1.32.1.6 MIX DESIGN**

The mix design and resulting job mix formula is the responsibility of the Contractor. The laboratory mix design shall be certified by a licensed registered Professional Engineer in the State of California.

The Contractor shall submit the mix design to the Engineer or designee for approval, 14 calendar days prior to the commencement of microsurfacing placement. The issuance of a mix design developed by a certified testing laboratory and approved for use by the City Engineer or

designee shall not relieve the Contractor of full responsibility for producing an acceptable mixture through the mixing plant or portable mixer.

Compatibility of the aggregate, emulsion, mineral filler, water, and other additives shall be verified by the mix design. The mix design shall be prepared with the same materials and aggregate gradation that the Contractor will use on the project. The mix design shall be prepared according to ASTM D 6372 and shall show each ingredient amount meets the following:

1. Residual asphalt: within 6.0 to 9.0 percent combined weight of dry aggregate and mineral filler.
2. Aggregate gradation (target) within the gradation design limits in accordance with Table 480.2.1:1, "Mineral Aggregate Gradation."
3. Mineral Filler: within 0.5 to 3.0 percent by weight of dry aggregate.
4. Polymer modifier: 3.0 percent minimum polymer solids based on the residual asphalt content certified by the emulsion supplier.
5. Water: As required to provide proper consistency.
6. Identify the optimum emulsion content as a percentage of the dry weight of aggregate to meet the requirements of the ISSA A143 specifications listed in Table 10-01.1.6:
7. Microsurfacing Mixture Requirements." The mix design shall identify and provide percent limits for all additives required to meet mixture design requirements.

**Table 10-1.01.1.6  
Microsurfacing Mixture Requirements**

Description	Specification	Test Method
Wet Cohesion		
@ 30 Minutes Minimum (Set)	12 kg-cm Minimum	ISSA-TB-139
@ 60 Minutes Minimum (Traffic)	20 kg-cm Minimum Or Near Spin Min	
Excess Asphalt by LWT Sand Abrasion	50 g/ft <sup>2</sup> Maximum	ISSA-TB-109
Wet Track Abrasion Loss		
One Hour Soak	50 g/ft <sup>2</sup> Maximum	ISSA-TB-100
Six Day Soak	75 g/ft <sup>2</sup> Maximum	
Lateral Displacement	5 % Max	ISSA-TB-147
Mix Time @ 77°F	Controllable to 120 Seconds Minimum	ISSA-TB-113
Wet Stripping	Pass (90% Minimum)	ISSA-TB-114

**10-1.32.1.7 MIX DESIGN SUBMITTAL REQUIREMENTS**

The mix design submittal shall include but not be limited to items defined in the table below , as directed by the City Engineer or designee. A submittal may be rejected if it does not include the information specified.

**Table 10-1.32.1.7.1  
Mix Design Submittal  
Requirements**

- A. Date of submittal; Mix Design identification number
- B. Name of Testing Laboratory; Name of Contractor requesting design
- C. Signature of Registered Professional Engineer certifying design
- D. Project Name, Project Number, and Control Number (when applicable)
- E. Results of each of the required tests compared to specification values.
- F. Job Mix Formula clearly identifying the target proportions and percentage of mineral aggregate, mineral filler, water (range approximation), additives (min and max) and residual asphalt Solids content (min and max) based on the dry weight of the mineral aggregate.
- G. Quantitative effects of moisture content on the unit weight of the mineral aggregate (bulking effect)
- H. Source of aggregate, results of aggregate tests, mix compatibility, and mix design gradation.
- I. Type of asphalt emulsion, base stock asphalt cement, manufacturer of the polymer, and manufacturer of the emulsified asphalt cement
- J. Manufacturer and type of mineral filler and additives.

These mix design requirements are subject to verification by testing of laboratory produced mixes or trial batch material prior to placement of project material.

## **10-1.32.2 CONSTRUCTION REQUIREMENTS**

The Contractor shall produce, transport, and place the specified microsurfacing mixture in accordance with these specifications, contract documents, design details, and as approved by the Engineer. The finished microsurfacing shall have a uniform texture free from excessive scratch marks, tears or other surface irregularities. The cured microsurfacing mixture shall adhere fully to the underlying pavement. The microsurfacing mixture shall cure sufficiently so that normal traffic can be permitted in one hour after placement without damage to the new surface.

### **10-1.32.2.1 MIXING MACHINE**

The material shall be mixed by an automatically sequenced, self-propelled microsurfacing mixing machine that will be a continuous flow mixing unit, able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade double shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be capable of self-loading materials while continuing placement of microsurfacing. The machine shall be equipped to allow the operator to have full control of the forward and reverse speed during placement of the microsurfacing material. The machine shall have a hydraulically adjustable spreader box with a positive screed adjustment for yield control and a positive adjustment for the joint matcher.

The machine shall have an Electronic Monitoring System (EMS). The EMS shall monitor and display application rates and totals used for aggregate, emulsion, mineral filler, water and additive. It shall also calculate and display ratios of emulsion to aggregate, mineral filler to aggregate, additive to aggregate, water to aggregate and application rate in pounds per square yard. The machine shall be capable of providing a hard copy report on demand containing date, weight of aggregate used, weight of emulsion used, weight of mineral filler used, gallons of additive used, gallons of water used, emulsion to aggregate ratio, mineral filler to aggregate ratio, additive to aggregate ratio, and water to aggregate ratio.

Individual volume or weight controls for proportioning each material to be added to the mix shall be calibrated and properly marked in the presence of the City Engineer or designee prior to use on the project or after repairs are made to the machine or as directed by the City Engineer or designee. The Contractor shall provide 5 calendar days advance notice to the City Engineer or designee of machine calibration. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. It also shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

### **10-1.32.2.2 SPREADING EQUIPMENT**

The microsurfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, ribbon flights or other devices to continually agitate and distribute the materials throughout the box. The spreader box must be capable of obtaining the desired lines and grade as shown on the plans or as directed by the Engineer. The spreader box shall be capable of applying microsurfacing mixture in variable widths up to 15 ft. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a strike off and shall be adjustable.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. Longitudinal joints shall be neat appearing and uniform.

### **10-1.32.2.3 PLACEMENT OPERATIONS**

The area to be surfaced shall be thoroughly cleaned of all vegetation, loose aggregate, soil and other deleterious material immediately prior to applying microsurfacing. Allow un-sealed cracks to dry thoroughly before applying microsurfacing when using water to clean the surface. Manholes, valve boxes, and other service utility entrances shall be covered and cataloged prior to surfacing.

When required by local conditions, the roadway surface may be pre-wet at a rate sufficient to dampen the surface without causing any free flowing water ahead of the spreader box. The rate of application of the pre-wetting operation shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement to achieve a uniform and consistent placement of microsurfacing material.

The Contractor shall place a microsurfacing mixture which conforms to the mix design and quality control tolerances for the project. The Contractor shall control the ingredient proportions with metering or measuring devices on the microsurfacing equipment and shall use readings from those metering or measuring devices to determine compliance with limits stated in the approved mix design.

The microsurfacing material shall be mixed and spread using a self-propelled microsurfacing mixing machine meeting the requirements of Section 480.3.2.1 of these specifications to fill cracks and minor surface irregularities and shall leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box shall maintain its flexible seals in contact with the road to prevent loss of the mixture from the box. A secondary strike off shall be provided to improve the surface texture.

All excess material that overruns in gutters, on curbs, driveway approaches, inlet tops, into inlets, or on sidewalks shall be removed immediately or squeegeed back onto the applied surface. All excess material removed from any non-paved area and from the end of each days operation shall be removed immediately. Discolored curbs, inlets and sidewalks shall be immediately cleaned and flushed before the material sets. Any set material left on curbs, inlets and sidewalks shall be removed by the Contractor at their expense. If the material cannot be removed, the Contractor shall remove and replace those affected portions of curbs, inlets and sidewalks at no cost to the City.

The mixture shall be placed to the lines and grades shown on the plans or as directed by the Engineer.

Longitudinal and transverse joints shall not be constructed within the wheel path of traffic lanes. Longitudinal and transverse joints shall be constructed without any buildups to a neat and uniform appearance. Longitudinal joints shall be constructed within 6 inches of the lane lines. The overlap of microsurfacing at any joint shall not exceed 6 inches. Joints shall be repaired if buildup of material at the joints occurs or if uncovered areas at the joints exist. The microsurfacing edges shall follow the centerline, lane lines, shoulder lines, and curb lines of the roadway and shall be straight and uniform in appearance.

Microsurfacing placed at intersections shall be done in stages, or blotter materials shall be used, to allow crossing and turning movements. The blotting material shall be the same aggregate used in the microsurfacing and shall be removed by the Contractor when no longer needed.

Microsurfacing placed adjacent to concrete pavements or concrete curb and gutter shall be placed with a straight longitudinal edge and shall not overlap onto the concrete in these areas.

Areas which cannot be reached with the mixing machine shall be surfaced using hand tools to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised in areas that require hand work so that the finished surface is uniform in texture, dense, and of overall appearance comparable to that produced by the spreader box. Areas of hand work shall be limited to locations inaccessible by the mixing machine and spreader box.

The Contractor shall control its operations to minimize areas requiring hand work.

### **10-1.32.2.4 APPLICATION RATE**

The Contractor shall place the Microsurfacing material at an application rate of 20 pounds per square yard and shall not vary by design Target Value +/- 3 pounds per square yard unless otherwise approved by the Engineer.

#### **10-1.32.2.5 TEMPERATURE AND WEATHER LIMITATIONS**

Microsurfacing material shall not be placed if either the pavement or air temperature is below 50°F or when the ambient temperature is projected to drop below 37°F within 48 hours of placement.

Microsurfacing material shall not be placed during rain, when road surface moisture is present, or during other adverse weather conditions as directed by the Engineer.

Microsurfacing material shall not be placed if adverse weather conditions will prolong opening the road surface to traffic beyond two hours.

#### **10-1.32.2.6 FILLING RUTS**

Microsurfacing material shall be used to fill ruts, utility cuts and/or dips in the existing surface as shown on the Plans or as directed by the Engineer. These placement applications may require multiple passes be made with the spreader box prior to placement of the final surface.

A rut filling spreader box either 5 foot or 6 foot in width specifically designed to fill ruts or dips shall be used when filling surface irregularities with an average depth greater than 1/2 inch.

Microsurfacing shall be applied in a full width scratch-coat pass when required to fill ruts, dips, or irregularities less than 1/2 inch in depth. Ruts or dips 1 inch or greater shall be filled using multiple passes of the spreader box.

A twenty-four (24) hour cure time shall be required after filling ruts or dips before placement of the final microsurfacing layer.

#### **10-1.32.2.7 SURFACE TOLERANCES**

The finished microsurfacing shall have a uniform texture free of scratches, tears, drag marks and other surface irregularities. The Contractor shall repair the surface at its own expense if any of the following conditions exist:

1. More than four surface irregularities greater than 1/2 inch wide and four (4) inches long in any 100 linear foot section.
2. More than four surface irregularities 1 inch to 3 inches long in any 25 square yard area.
3. No transverse ripples or longitudinal streaks in excess of 1/4 inch when measured by placing a 10 ft. straight edge over the surface.
4. Any tire tracking damage to the fresh microsurfacing.
5. Slick spots in any area of bleeding or surface flushing.

Microsurfacing material required to repair deficiencies due to unsatisfactory workmanship shall be entirely at the Contractor's expense. Areas of unsatisfactory workmanship will be designated by the Engineer.

#### **10-1.32.3 PAYMENT**

The exact limits of microsurfacing to be placed, as shown on the plans, will be determined by the Engineer. The quantity of microsurfacing to be paid for will be calculated on the basis of the dimensions shown on the plans adjusted by the amount of any change ordered by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing an asphalt rubber chip seal, complete in place, including, cleaning and preparing the surface, sealing, furnishing and mixing asphalts and additives, and applying and finishing, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid per square yard for "Microsurfacing" and no additional compensation will be allowed.

#### **10-1.33 ADJUST MANHOLE COVER TO GRADE**

Frames and covers of existing manholes shall be salvaged and reused or replaced as indicated on the plans or as directed by the Engineer. Manhole frames will be adjusted to grade in accordance with "Frames, Covers, Grates, and Manholes" of the Standard Specifications, the City of Grass Valley Standard Detail ST-28 "Adjust Utility Cover/Manhole to Grade" and these Special Provisions.

The Contractor shall accurately locate and record the location of all manhole frames to be raised to grade and shall furnish the Engineer a copy of said record prior to resurfacing the street.

Prior to removal of an existing manhole frame, a platform shall be placed in the manhole above the top of the sewer or storm drain. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole. Once adjustment of the manhole is complete, all dirt and debris shall be removed from the platform and the invert of the manhole.

Trimming of manhole cones (tapered section) will not be permitted.

All sections of the manhole grade rings shall be set in cement mortar and all joints smoothly grouted inside and out. The top of the completed manhole shall contain at least one 3-inch grade adjustment ring.

All manhole frames and covers shall be adjusted to grade after placement of the finish course of asphalt concrete.

Existing grade adjustment rings removed in the adjustment of manhole frames shall become the property of the Contractor and, if undamaged and thoroughly cleaned of mortar, may be reused in the work.

Waste materials generated while adjusting the manhole frames and covers to grade shall be disposed of outside the right-of-way.

Concrete used for collars and bases shall conform to the provisions in "Minor Concrete," of the Standard Specifications. Portland Cement Concrete shall be Class A, conforming to the provisions of Section 90, "Concrete," of the Standard Specifications.

Manhole frame and covers salvaged and adjusted to grade or replaced and adjusted to grade will be measured and paid for as units from actual count, complete and in place. Manhole frame and covers that do not require adjustment to grade at the direction of the Engineer, and are simply conformed to as part of resurfacing operations, shall not be paid for.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, including, but not limited to, excavation, lowering, raising to grade, backfill, concrete, grade rings, mortar and hot mix asphalt shall be included in the contract unit price for "Adjust Manhole Cover to Grade (Salvage/Replace)" as shown on the plans, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed.

#### **10-1.34 OBJECT MARKER**

Object Marker shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in "Roadside Signs," of the Standard Specifications and these Special Provisions.

Signs and object markers located in travel areas and islands shall include a reboundable/ spring design base unless otherwise specified.

The contract price paid for each roadside sign shall be considered to consist of the complete sign assembly including, post, footing, primary sign panel and any additional sign plaques attached to the same post as shown on the plans or as directed by the Engineer.

Object markers shall be Type K-1 or Type Q per the Standard Specifications and as shown on the plans. Uprights shall be flexible plastic with a rebounding assembly, on a surface mount base properly secured with bolts or adhesive.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals including but not limited to, sign panels, post(s), epoxy and hardware, and for doing all work involved in furnishing and installing object markers, complete in place, as shown on the plans, as specified in the Standard Specifications, the Standard Plans, these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid for "Object Marker" and no additional compensation will be allowed.

##### **10-1.34.1 OBJECT MARKER**

Object markers shall be furnished and installed on median islands at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in "Roadside Signs," of the Standard Specifications and these Special Provisions.

Object markers shall be Type K-1, three square, retro-reflective markers per the Standard Specifications and as shown on the plans. Uprights shall be flexible plastic with a rebounding assembly. The surface mount fixed base shall be a bolt down style and shall be securely anchored to the underlying surfacing with four 1/2" diameter lag screws per the manufacturer's instructions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals including but not limited to, sign assembly and anchoring hardware and for doing all work involved in furnishing and installing object markers, complete in place, as shown on the plans, as specified in the Standard Specifications, the Standard Plans, these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid for "Object Marker" and no additional compensation will be allowed.

#### **10-1.35 PAINT MEDIAN ISLAND**

Median painting shall be performed at the locations shown on the plans and as directed by the Engineer and shall be applied in conformance with the provisions in "Painting," of the Standard Specifications and these Special Provisions.



The surface to which the paint is to be applied must be dry, smooth, free of dirt, loose or flaking paint and any other debris or foreign material. Painting shall only be performed when the temperature is at least 50° F and rising and shall not be placed when rain is present or likely.

Paint material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTWB-01 and/or PT-150VOC(A).

Paint may be applied by brush or spray with appropriate measures taken to ensure crisp neat edges. Two coats may be required to attain complete and durable coverage.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in painting concrete curbs, complete in place, as shown on the plans, as specified in the Standard Specifications, the Standard Plans, these Special Provisions, and as directed by the Engineer shall be considered as included in the contract price paid per square foot for "Paint Median Island" and no additional compensation will be allowed.

### **10-1.36 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING**

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.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

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.

Thermoplastic material for traffic stripes shall be applied at a minimum rate of 0.57 lb of thermoplastic per foot of 6-inch wide solid stripe. Thermoplastic traffic stripes shall be applied at the minimum thickness of 0.090-inch. Thermoplastic material for traffic markings shall be applied at a minimum rate of 1.06 lb of thermoplastic per square foot. Thermoplastic traffic markings shall be applied at the minimum thickness of 0.10-inch. Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Pre-qualified and Tested Signing and Delineation Materials" of these Special Provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications. If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

Thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. Deductions will be made at cross streets and driveways as applicable. A double traffic stripe, consisting of two 4-inch wide yellow stripes, shall be measured and paid for as one traffic stripe. A striped median island or two-way left turn lane shall be measured and paid for as two separate double traffic stripes.

Where existing pavement delineation is to be covered or obliterated by the Contractor's work or where the existing striping alignment and marking placement is shown to be substantially modified, the Contractor shall demarcate the proposed layout prior to placement of permanent striping and marking. The Contractor shall notify the Engineer in advance of beginning layout work and shall spot, track or outline the proposed delineation for field acceptance by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer shall be included in the contract price paid per linear foot for "Thermoplastic Traffic Stripe," and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying thermoplastic traffic markings complete in place, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Engineer shall be included in the contract price paid per square foot for "Thermoplastic Traffic Markings," and no additional compensation will be allowed.

### **10-1.37 FINISHING ROADWAY**

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications except for the method of payment.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing roadway, complete in place, as shown on the plans, as specified in the Standard Specifications and these

Special Provisions and as directed by the Engineer will be considered as included in the Contract prices for various items of work requiring roadway finishing and no additional compensation will be allowed.

#### **10-1.38 NOTIFICATION AND SCHEDULING**

The Contractor shall deliver a "NOTICE" to all residents and businesses of properties adjacent to the project streets and those on connecting streets that have no other means of accessing their properties but through the project or are otherwise adversely affected by the scheduled project operations. The Contractor will provide a standard "NOTICE" form in sufficient numbers to permit distribution to all homes and businesses within a 500 foot radius of the project site. The Contractor will complete the "NOTICE" forms by entering the name of the firm, local and toll free telephone number, date of issuance, and shall indicate on the notice street closures, traffic control measure or outages that are expected to be in place.

"NOTICE" forms shall be issued to the affected properties no later than forty-eight (48) hours prior to the work. The Contractor shall be responsible for removing any "NOTICES" that were not removed by the resident or business after all work is completed by the Contractor or as directed by the Engineer. Any costs associated with towing of vehicles in the way of construction shall be borne by the Contractor. "NOTICE" shall not be left in mailboxes, per Section PO 11.2.1 of the Domestic Mail Manual (DMM). The Contractor shall be held liable for any fines.

The Contractor shall coordinate with the Engineer to notify the Police Department, Fire Department, Ambulance Service, Waste Management, Post Office, Durham Transportation, and Gold Country Stage forty-eight (48) hours prior to any lane closure. Notification may be in conjunction with the scheduling requirements of the "SCHEDULING" portion of the Standard Specifications. Particular attention shall be given to the construction of adequate facilities on any street to permit the passing of emergency vehicles.

None of the provisions specified herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work which will not interfere with the use of existing streets.

Full compensation for all work associated with furnishing, distributing and removal, as required, of all notices; for contacting and coordinating with applicable agencies, schools, etc; and for all incidentals of work required within this "Notification and Scheduling" section will be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed.

**NOTICE**

Date Delivered: \_\_\_\_\_

Dear Property Owner:

In the interest of minimizing the inconvenience caused by the 2025 MEASURE E ANNUAL STREET REHABILITATION PROJECT, we are providing you at least 48 hours notice that the following work is proposed to be done in the vicinity of your property or affecting access to your property beginning on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.:

\_\_\_\_\_ Paving

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We appreciate your patience and cooperation while this work is underway.

Please call (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ to contact the Contractor if you have any questions or wish additional information regarding this work, or contact the City of Grass Valley Engineering Division at (530) 274-4373.

\_\_\_\_\_  
Contractor's Name

### **10-1.39 RECORD DRAWINGS**

The Contractor shall keep accurate records on a set of project prints (24" x 36") of all additions and deletions of the work, and all of the changes in location, elevation, and character of the work not otherwise shown or noted on the contract plans. The City will furnish three (3) sets of full size prints for the "Record Drawings" plans at no cost to the Contractor.

"Record Drawings" construction plans shall be provided to the City after completion of the project. Two (2) copies shall be provided with changes to the original contract work shown in red color. The Contractor shall transmit these "Record Drawings" plans to the Engineer for approval. Details to be shown on the "Record Drawings" plans shall include, but not be limited to, type, quantity, and location of pipe runs, location and elevations of facilities, and any other modifications, additions or adjustments to any other facilities in the project.

"Record Drawings" construction plans shall be signed and dated by the Contractor or the Subcontractor that actually constructed the facility. In addition, company names of the Contractor and Subcontractors shall be added to the title sheet.

The cost of record keeping to provide the information for these "Record Drawings" plans and all work associated with preparing accurate "Record Drawings" construction plans shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed.

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**APPENDIX A – CONSTRUCTION CONTRACT**

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CONTRACT NO. \_\_\_\_\_

**CITY OF GRASS VALLEY  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

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**CONSTRUCTION CONTRACT**

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THIS CONTRACT is made on the date set forth below, by and between the CITY OF GRASS VALLEY, a municipal corporation within the State of California (hereinafter "CITY"), and \_\_\_\_\_, a type in business form and state of license i.e. California Corporation, (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR for the consideration hereinafter mentioned agree as follows:

**ARTICLE 1: SCOPE OF WORK**

- 1.1. CONTRACTOR agrees to furnish all work, labor, tools, materials, transportation, equipment, services, and other means of construction necessary to perform and complete in a good and workmanlike manner, those certain improvements as called for, and in the manner designated in, and in strict conformity with Contract No. \_\_\_\_\_ entitled: 2025 MEASURE E ANNUAL STREET REHABILITATION PROJECT NO. 24-07, hereafter "PROJECT", in compliance with the Contract Documents as described in Article 3.
- 1.2. CONTRACTOR understands and agrees that the work, labor, tools, materials, transportation, equipment, incidentals, services and other means of construction for the Project shall be furnished and the work performed as required in the Contract Documents under the sole direction and control of CONTRACTOR, and subject to the inspection and approval of the CITY, or its representatives.

**ARTICLE 2: CONTRACT PRICE**

- 2.1. The CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3: CONTRACT DOCUMENTS**

- 3.1. The complete Contract consists of the following documents, to wit:
  - Notice to Contractors
  - Executed Proposal, including the Bidder's Bond and Non-Collusion Affidavit
  - Construction Contract
  - Project Plans for this Project
  - Special Provisions for this Project
  - City of Grass Valley Improvement Standards
  - Executed Performance Bond
  - Executed Labor and Materials Bond
  - Labor Code Section 1861 Certification
  - List of Subcontractors
- 3.2. Any and all obligations of the CITY and the CONTRACTOR are fully set forth and described in the above documents. All of the above documents are intended to be interpreted so that any work called for in one and not mentioned in another or vice versa is to be executed as if mentioned in all said documents. The documents comprising the complete Contract are sometimes collectively referred to as the Contract Documents.

**ARTICLE 4: TIME FOR PERFORMANCE - LIQUIDATED DAMAGES**

- 4.1. The Commencement date for determination of the time for completion shall be the date the City

engineer directs the CONTRACTOR to proceed, as stated in the Notice to Proceed. The CONTRACTOR shall complete all work required by the Contract within **30 working days** after said commencement date, as adjusted and provided for in the Contract Documents.

- 4.2. In the event CONTRACTOR does not complete all work required by the Contract within the time specified above, liquidated damages shall be imposed upon the CONTRACTOR. CONTRACTOR agrees that if all the work called for under this Contract in all parts and requirements is not completed within the performance time period set forth above, the CITY will be damaged. As it is and will be impracticable to ascertain and determine the actual damage the CITY will sustain, CONTRACTOR agrees to pay to CITY five hundred dollars (\$500.00) per calendar day for each and every day(s) delay in finishing the work in excess of the working days described. Time is of the essence in this contract. CONTRACTOR further agrees that CITY may deduct the amount of these damages from any moneys due or that may become due the CONTRACTOR under this Contract. To the extent appropriate, as determined by CITY in its sole discretion, CITY shall administer this Article in accordance with the California Department of Transportation Standard Specifications Section 8-1.10 Liquidated Damages, latest edition.

#### **ARTICLE 5: INDEMNITY & HOLD HARMLESS**

- 5.1. The CITY, and all its officers, agents, employees, outside parties hired to inspect and/or design the work, and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, shall not be answerable or accountable in any manner for the 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 worker or the public; or damage to property from any cause which may have been prevented by CONTRACTOR or his or her workers or anyone employed by him/her.
- 5.2. CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers 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 acceptance.
- 5.3. The CONTRACTOR shall indemnify and save harmless the CITY, and its officials, officers, agents, employees, or consultants and volunteers thereof connected with the work, including but not limited to, the City Engineer and the Engineer, from all claims, suits, or actions of every name, kind, and description brought forth on or on account of injuries to or death of any person, including but not limited to, workers or the public or damage to property resulting from the performance of the contract except as otherwise provided by statute or section 5.6 below. CONTRACTOR's duty to indemnify and save harmless include the duties to defend as set forth in Civil Code Section 2778.
- 5.4. 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 officials, officers, employees, agents, consultants, or volunteers.
- 5.5. It is the intent of the parties that the CONTRACTOR will indemnify and hold harmless the CITY, its officers, employees, agents and volunteers, 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 subcontractors or employees of any of these, other than the sole or gross negligence of the CITY, its officials, officers, employees, agents, consultants, or volunteers.
- 5.6. In compliance with and pursuant to Government Code § 4215, CITY shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by CITY in the plans and specifications made a part of the invitation for bids. CITY shall compensate CONTRACTOR for its reasonable and actual costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of CITY or the owner of the

utility to provide for removal or relocation of such utility facilities.

## **ARTICLE 6: INSURANCE**

6.1. Throughout the period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. CONTRACTOR shall file with CITY certificate(s) of Insurance and endorsements, in a form acceptable to CITY, and consistent with this agreement at the time of execution of this agreement. The insurance company must be acceptable to CITY, with a Best's Rating of no less than A:VII. Documentation of such rating acceptable to the CITY shall be provided at the same time Insurance Certificates are submitted. The Current evidence of coverage provided to the City shall be for the entire required period of insurance, including the one (1) year warranty period.

6.1.1 Any deductibles must be declared to, and approved by, the City.

6.2. In the event any of the required policies are canceled or expire before the completion of the project and the CONTRACTOR does not furnish a new certificate(s) of insurance before cancellation or expiration, the CITY may obtain the required insurance and deduct the premium(s) from Contract monies due the CONTRACTOR.

### **6.3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

6.3.a. The CONTRACTOR shall maintain adequate Workers' Compensation Insurance under the Laws of the State of California. CONTRACTOR shall fully comply with 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, before commencing the performance of the work.

6.3.b. By CONTRACTOR'S signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing the performance of this Contract.

6.3.c. If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

6.3.d. CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation Insurance. Certificates of such Workers' Compensation shall be filed forthwith with the CITY upon demand.

6.3.e. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than the following:

- One Million dollars (\$1,000,000) each accident for bodily injury by accident
- One Million dollars (\$1,000,000) policy limit for bodily injury by disease
- One Million dollars (\$1,000,000) each employee for bodily injury by disease

6.3.f. If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.3.g. Each Worker's Compensation policy shall be endorsed with the following specific language:

**Cancellation Notice:** "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."



**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity."

**6.4. GENERAL LIABILITY INSURANCE:**

6.4.a. Comprehensive General Liability or Commercial General Liability insurance no less broad than ISO form CG 00 01, covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for: premises, operations; products and completed operations; contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury liability.

6.4.b. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract. One of the following forms is required: Commercial General Liability (Occurrence); or Commercial General Liability (Claims Made).

6.4.c. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:

- One Million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One Million dollars (\$1,000,000) for Personal Injury Liability
- Two Million dollars (\$2,000,000) for Products-Completed Operations
- Two Million dollars (\$2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be Two Million dollars (\$2,000,000).

6.4.d. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:

- One Million dollars (\$1,000,000) each Occurrence (combined single limit for bodily injury and property damage)
- One Million dollars (\$1,000,000) for Personal Injury Liability
- Two Million dollars (\$2,000,000) Aggregate for Products Completed Operations
- Two Million dollars (\$2,000,000) General Aggregate

2. The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the Contract to provide insurance coverage for the hold harmless provisions herein if the policy is a Claims Made Policy.

**6.5. CONFORMITY OF COVERAGES:**

6.5.a. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these

minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies if approved by the CITY as noted above. In no case shall the types of coverages be different.

**6.6. ADDITIONAL REQUIREMENTS:**

- 6.6.a. Premium Payments: Insurers shall have no recourse against the CITY, its funding agencies, its officers and employees, or any of them for payment of any premiums or assessments under any policy.
- 6.6.b. Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to CITY'S approval.
- 6.6.c. CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- 6.6.d. Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- 6.6.e. Duration of Coverage: City must be an additional insured for completed operations for a period of one (1) year after completion of the work.
- 6.6.f. Project Reference: The Comprehensive or Commercial General Certificate of Insurance must reference the project specifically by project title.

**6.7. ENDORSEMENTS:**

- 6.7.a. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

**Cancellation Notice:** "This policy shall not be canceled, materially reduced, or materially changed without first giving thirty (30) days prior written notice to the City of Grass Valley."

**Waiver of Subrogation:** "The Insurance Company agrees to waive all rights of subrogation against the City of Grass Valley, its elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City of Grass Valley."

"Provisions Regarding the Insured's Duties: " Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials, employees or volunteers."

"Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached."

"The City of Grass Valley, and additional insureds, and all insureds officers, agents, outside parties hired to inspect and/or design the work, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

The City of Grass Valley's policy of insurance shall be excess and noncontributing: "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the City of Grass Valley and additional insureds, with respect to any insurance or self-insurance programs maintained by the City of Grass Valley and additional insureds, and no insurance held or owned by the City of Grass Valley and additional insureds shall be called upon to contribute to a loss."

**6.8. AUTOMOBILE LIABILITY INSURANCE:**

- 6.8.a. CONTRACTOR shall provide Automobile Liability insurance covering bodily injury and property damage in an amount no less than One Million dollars (\$1,000,000) combined single limit for each occurrence.
- 6.8.b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.
- 6.8 c. Endorsements: The endorsements listed above for each Comprehensive or General Liability Policy shall also apply to the Automobile Liability Policy.
- 6.8 d. Required Evidence of Coverage: Properly completed Certificate of Insurance.

**ARTICLE 7: PRECEDENCE IN CONFLICTING DOCUMENTS**

- 7.1. 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 acceptance of any terms of that proposal conflicting herewith.

**ARTICLE 8: BOND REQUIREMENTS**

- 8.1. CONTRACTOR shall furnish both a Faithful Performance Bond and a Payment Bond (hereinafter collectively "Bonds") in the full amount of the Contract on the forms provided by the CITY. CITY shall retain the Performance Bond for a one-year guarantee period from the date of the CITY'S acceptance of the work.
- 8.2. The bonds shall be obtained from a California admitted surety licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety shall furnish reports as to its financial condition from time to time upon request by CITY.
- 8.3. In case of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby.
- 8.4. CONTRACTOR agrees to obtain the consent of the surety, if required, to any change, extension of time, alteration, or addition to any of the terms of the Contract Documents.

**ARTICLE 9: COMPLIANCE WITH LAWS**

- 9.1. CONTRACTOR is an independent contractor and shall, at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work, obtain all necessary permits (unless the Contract Documents specifically state elsewhere that CITY shall obtain a particular permit) and licenses therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to CONTRACTOR'S employees, whether levied under existing or subsequently enacted laws, rules or regulations. CONTRACTOR shall also pay all property tax assessments on materials or equipment used until acceptance by CITY. If any discrepancy or inconsistency is discovered in any of the Contract Documents in relation to any such law, rule, ordinance, regulation, order, or decree, the CONTRACTOR shall forthwith report the same to the CITY in writing.
- 9.2. Without limitation, materials furnished and performance by CONTRACTOR hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable state or federal regulations.
- 9.3. CONTRACTOR, upon request, shall furnish evidence satisfactory to CITY that any or all of the foregoing obligations have been or are being fulfilled. CONTRACTOR warrants to CITY that it is

licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, or will have, throughout the progress of the work, the necessary experience, skill, and financial resources to perform this Contract.

- 9.4. CONTRACTOR is required to ensure that material safety data sheets (MSDS's) for any material requiring a MSDS pursuant to any federal or state law are available in a readily accessible place on the Project premises. CONTRACTOR is also required to ensure (a) the proper labeling of any substance brought onto the Project premises by CONTRACTOR or any subcontractors or material suppliers, and (b) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.
- 9.5. CONTRACTOR is required to comply with Health & Safety Sections 25249.5 et seq. (Prop. 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.
- 9.6. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all regulations or other requirements issued pursuant to that Act, including, without limitation, United States Department of Agriculture nondiscrimination regulations found at 7 CFR Part 15.
- 9.7. CONTRACTOR shall give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep, in accordance with Public Contract Code § 7104.
- 9.8. CONTRACTOR and CITY shall comply with the following provisions
  - Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
  - Public Contract Code §§ 9204, 20104 requires the City and contractors to follow a claims resolution process for public works contract disputes
  - Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
  - Public Contract Code §§ 10263, 22300 which allow CONTRACTOR to substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract.
  - Pursuant to Labor Code § 1776 each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records enumerated here shall be verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
  - Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - The information contained in the payroll record is true and correct.
    - The employer has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
  - CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for

services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three years after final payment under the Agreement.

- Public Contract Code § 10198.2 requires CONTRACTOR to provide an enforceable commitment that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of that Code.
- California Labor Code § 1725.5 requires CONTRACTOR be registered with the Department of Industrial Relations; possess applicable licenses in accordance with Chapter 9 of Division 3 of the Business and Professions Code; not have any delinquent liability for any assessment of back wages or related damages; not currently be debarred from public works; and be lawfully registered with no outstanding renewal fees.
- CONTRACTOR must comply with statutory requirements relating to certified copies of payroll, pursuant to California Labor Code § 1776.
- CONTRACTOR must comply with the statutory requirements relating to the employment of apprentices, including the payment of prevailing wages for required pre-employment training or testing, pursuant to California Labor Code § 1777.5, for contracts of \$30,000 or more.
- CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by the Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. The CONTRACTOR shall forfeit as a penalty to CITY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by the CONTRACTOR or by any Subcontractor of the CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of said Labor Code.

## **ARTICLE 10: PROGRESS SCHEDULE**

- 10.1.** The CONTRACTOR shall submit within 10 days (or as specified in the Special Provisions for this Project) after execution of the Contract a detailed work schedule or schedules that details the actions of the CONTRACTOR and Subcontractors working at the Site in accordance with the requirements specified in Special Provisions. This schedule(s) shall show the dates at which the CONTRACTOR will start and complete the several parts of the work and shall conform to the completion time specified in the Contract. The CITY may comment on the work schedule. Acceptance of the schedule by CITY shall not constitute approval of the Plan by CONTRACTOR for completion of the work
- 10.2.** The CONTRACTOR shall review and, if necessary, revise the progress schedule at least once a month or as specified in the Special Provisions for this Project. In any event, the CONTRACTOR shall submit a current schedule to the Engineer at the Engineer's request at any time during the Contract period.

- 10.3.** No progress payments will be made for any work performed until a satisfactory schedule has been submitted and approved by the Engineer. An updated schedule shall be required from the CONTRACTOR if the project falls 10 working days behind schedule. For delays or portions of delays for which the CONTRACTOR is responsible, no payment will be made or time extension allowed for increase in work force, equipment, and working hours needed to put the Project on schedule.

#### **ARTICLE 11: PROMPT PAYMENT PROVISIONS**

- 11.1.** Prompt payment provisions in accordance with Section 20104.50 of the Public Contract Code shall apply to this agreement.
- 11.2.** If CITY fails to make a progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR, CITY shall pay interest to CONTRACTOR equivalent to 0.833% per month (10% per annum).
- 11.3.** CITY shall review each payment request as soon as practicable after receipt to determine whether the payment request is proper. The CITY shall return any payment request determined to be improper to CONTRACTOR as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a writing setting forth why the payment request is improper.

#### **ARTICLE 12: ANTITRUST CLAIM ASSIGNMENT**

- 12.1.** CONTRACTOR and all subcontractors offer and agree to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment shall be made and become effective when the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

#### **ARTICLE 13: PREVAILING WAGES**

- 13.1.** CONTRACTOR acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The CONTRACTOR agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and Labor Code section 1770 et seq. CONTRACTOR agrees specifically to comply with the provisions of Labor Code sections 1720, 1773.3, 1776, and 1777.5, as well as Section 7 of the Department of Transportation Standard Specifications and these Contract Documents.
- 13.2.** Contractor acknowledges that this contract is subject to prevailing wage law, including, but not limited to, California Labor Code Sections 1773.2 and 1775 as follows:

The Contractor shall pay the prevailing wage rates for all work performed under the Contract. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Contract employed in the execution of the work by Contractor or by any Subcontract under Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

#### **ARTICLE 14: SEVERABILITY.**

- 14.1.** Nothing contained in the Contract Documents shall be construed to require the commission of any

act contrary to law. Should a conflict arise between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as previously mentioned, such illegality shall not affect the validity of this Contract.

#### **ARTICLE 15: COMPLETE AGREEMENT**

- 15.1. These Contract Documents supersede any and all agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein, or any other agreement, statement, or promise not contained in these Contract Documents shall be valid and binding.

#### **ARTICLE 16: INTERPRETATION**

- 16.1. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- 16.2. In case of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

#### **ARTICLE 17: GOVERNING LAW**

- 17.1. This Contract is subject to the laws and jurisdiction of the State of California. Venue for any legal proceeding brought in conjunction with this Contract shall be the Superior Court of the County of Nevada, State of California. Contractor waives any federal court removal rights it may have pursuant to any applicable law.

**ARTICLE 18: BID ITEMS**

ITEM NO.	DESCRIPTION	UNIT OF MEAS.	EST. QTY.	UNIT PRICE	TOTAL COST
1	CalTrans Permit	LS	1		
2	Mobilization	LS	1		
3	Traffic Control System	LS	1		
4	Surface Preparation	LS	1		
6	Remove and Replace HMA (3" Depth)	SY	1030		
5	Micro Surfacing	SY	125100		
7	Adjust Manhole Cover to Grade (Replace)	EA	3		
8	Object Markers	EA	69		
9	Paint Median Islands	SF	1150		
10	Thermoplastic Traffic Markings	SF	8840		
11	Thermoplastic Traffic Stripes	LF	77850		

**TOTAL COST: \$** \_\_\_\_\_

\_\_\_\_\_  
**Name of Contractor/Company**



WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**“CITY”  
CITY OF GRASS VALLEY**

By: \_\_\_\_\_  
Hilary Hodge, Mayor

Date: \_\_\_\_\_

**Award of Contract No.** \_\_\_\_\_  
By the City Council On:

Date: \_\_\_\_\_

**APPROVED AS TO PROCEDURE**

By: \_\_\_\_\_  
Bjorn P. Jones, PE  
City Engineer

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Michael G. Colantuono  
City Attorney

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Taylor Whittingslow  
City Clerk

Date: \_\_\_\_\_

**“CONTRACTOR”**  
(Type full legal name of contractor, entity type, state of organization here)

By: \_\_\_\_\_  
Officer Signature # 1  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Officer Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

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

Contractor’s License Number: \_\_\_\_\_

"If Contractor is a corporation, contract must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Contractor is another type of business entity, such as a partnership or limited liability company, contract must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

## **ATTACHMENTS**

1. Labor Code Section 1861 Certification
2. Labor & Materials Bond
3. Faithful Performance Bond
4. List of Subcontractors

**CERTIFICATION**

**LABOR CODE SECTION 1861**

STATE OF CALIFORNIA  
CITY OF GRASS VALLEY

I, the undersigned, do hereby certify:

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.

Executed at : \_\_\_\_\_

On: \_\_\_\_\_

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

**CONTRACTOR - EMPLOYER**

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, CITY OF GRASS VALLEY, STATE OF CALIFORNIA, hereinafter called the "Owner" has awarded to \_\_\_\_\_, as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:  
**2025 MEASURE E ANNUAL STREET REHABILITATION, PROJECT NO. 24-07**

AND, WHEREAS, the Contractor 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 Contractor and \_\_\_\_\_ Surety, are held and firmly bound unto the Owner in the amount required by law, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code 9100, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amount due the Franchise Tax Board as provided in Civil Code 9554, that the surety or sureties herein will pay for the same, in amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought in this bond, the said surety will pay reasonable attorneys' fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code 8608 and 9566.

PROVIDED, FURTHER, that the 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 way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that surety covenants that it is an Admitted Surety Insurer in the State of California as defined by California Code of Civil Procedures, Section 995.120. .

\_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)  
Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)  
Date: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

**\* ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

## BOND OF FAITHFUL PERFORMANCE

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 Grass Valley in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

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, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of **2025 MEASURE E ANNUAL STREET REHABILITATION, PROJECT NO. 24-07** in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the 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 obligation 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, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

\_\_\_\_\_  
\*SURETY Attorney-In-Fact  
(Signature must be notarized)  
Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR  
(Signature must be notarized)  
Date: \_\_\_\_\_

Address of Surety: \_\_\_\_\_

**\*ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF CITY OF GRASS VALLEY OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

## LIST OF SUBCONTRACTORS

The Contractor shall list the name, address, and contractor's license classification and number of each Subcontractor required to be listed by Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, and the Special Provisions, and designate the portion and percentage of the work to be performed by the Subcontractor, to whom the Contractor proposes to subcontract portions of the work. ***The California contractor license designation and number shall be included for all subcontractors doing work in excess of 0.5 percent of the total Project Contract price, or \$10,000.00, whichever is greater.***

Subcontractor Name, Address & Email	License Designation Number	Description of Portion of Work Contracted With Applicable Item(s) #	% of Work per Bid Item	Dollar Amount of Work