

CITY OF VISALIA, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
STREETS DIVISION

---

## CONSTRUCTION SPECIFICATIONS

FOR CONSTRUCTION ON



**REQUEST FOR BID (RFB) NO. 25-26-33  
FY 25-26 CAPE SEAL PROJECT**

**Bid Submittal Deadline: 2:00 P.M. on Thursday, February 26, 2026**

**PROJECT NO. 1410-72000/CP0247-999**

Dated: January 2026

# TABLE OF CONTENTS

Page No.

<b>NOTICE TO CONTRACTORS .....</b>	<b>1</b>
<b>BID PROPOSAL.....</b>	<b>4</b>
<b>SUBCONTRACTORS LIST.....</b>	<b>20</b>
<b>CONTRACTOR’S REFERENCE FORM .....</b>	<b>22</b>
<b>SUBMIT WITH BID .....</b>	<b>24</b>
<b>BIDDERS BOND .....</b>	<b>24</b>
<b>CONTRACT.....</b>	<b>26</b>
<b>CONTRACT BOND FORMS.....</b>	<b>31</b>
<b>CONTRACTOR’S FINAL PAYMENT AFFIDAVIT .....</b>	<b>39</b>
<b>STANDARD SPECIFICATIONS .....</b>	<b>40</b>
<b>SPECIAL PROVISIONS SECTIONS 60-80.....</b>	<b>41</b>
<b>SECTION 60 JOB SPECIFIC PROVISIONS .....</b>	<b>41</b>
60-1 Bid Proposal.....	41
60-2 Subcontracting .....	42
60-3 Prevailing Wages .....	42
60-4 Beginning of Work.....	42
60-5 Work Hours.....	43
60-6 Liquidated Damages .....	43
60-7 Project Size .....	43
60-8 Construction Surveying/Staking .....	43
60-9 Traffic Detours.....	43
60-10 Location to Salvage Items.....	43
60-11 Storage of Materials .....	43
60-12 Coordination of Work .....	44
60-13 Utility Coordination .....	44
60-14 Meetings.....	45
60-15 Environmental Mitigation & Requirements.....	45
60-16 Payment for Items Not Covered by Specific Bid Items.....	45
60-17 Standard Specification Amendments .....	45
60-18 Copies of Plans and Construction Specifications.....	45
60-19 Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements .....	46
<b>SECTION 61 GENERAL REQUIREMENTS.....</b>	<b>47</b>
61-1 General description of the work.....	47
61-2 Preconstruction conference .....	47
61-3 Location of work.....	47
61-4 Qualifications of the contractor.....	47
61-5 Construction schedule and order of work .....	47
61-6 Cooperation with others .....	47
61-7 Materials submittals .....	48
61-8 Project site maintenance.....	48
61-9 Water for construction .....	49
61-10 Testing during construction.....	49

61-11	Certificates of compliance.....	49
61-12	Contractor's investigation of jobsite.....	49
61-13	Signs.....	49
61-14	Field office .....	49
61-15	Temporary services .....	49
61-16	Special security requirements .....	50
61-17	Disposition of equipment and materials.....	50
<b>SECTION 62</b>	<b>MOBILIZATION.....</b>	<b>50</b>
62-1	General.....	50
<b>SECTION 63</b>	<b>PERMITS .....</b>	<b>50</b>
<b>SECTION 64</b>	<b>MAINTENANCE AND CONTROL OF TRAFFIC.....</b>	<b>51</b>
64-1	General.....	51
64-2	Related Information .....	51
64-3	Materials and Methods.....	51
64-4	Parking & Notifications & Portable Changeable Message Sign (PCMS) Requirements .....	51
64-5	Traffic Control .....	54
64-6	Measurement and Payment .....	55
<b>SECTION 65</b>	<b>CAPE SEAL .....</b>	<b>55</b>
65-1	General Description of the Work.....	55
65-2	Pre-Qualification.....	55
<b>SECTION 66</b>	<b>CHIP SEAL CONSTRUCTION METHOD .....</b>	<b>55</b>
66-1	General.....	55
66-2	Surface Preparation .....	56
66-3	Asphalt-Rubber Binder .....	56
66-4	Aggregate Cover Material (screenings) .....	63
66-5	Traffic.....	66
66-6	Payment.....	66
<b>SECTION 67</b>	<b>MICRO-SURFACING .....</b>	<b>67</b>
67-1	General.....	67
67-2	Surface Preparation .....	67
67-3	Micro-Surfacing Material.....	67
67-4	Micro Surfacing Mix Design .....	69
67-5	Spreading Equipment.....	70
67-6	Application.....	71
67-7	Curing .....	71
67-8	Traffic.....	71
67-9	Clean Up .....	71
67-10	Payment.....	71
<b>SECTION 68</b>	<b>SIGNAGE, STRIPING AND PAVEMENT MARKINGS .....</b>	<b>72</b>
68-1	Painted Traffic Stripes & Pavement Markings .....	72
68-2	Painted Traffic Stripes & Pavement Markings .....	73
<b>SECTION 69</b>	<b>RAISED PAVEMENT MARKERS .....</b>	<b>73</b>
69-1	General.....	73
69-2	Measurement and Payment .....	73
<b>SECTION 80</b>	<b>DESCRIPTION OF BID ITEMS .....</b>	<b>75</b>

**STATE FUNDING REQUIREMENTS** ..... 77  
80-1 State Funding Requirements ..... 77

APPENDIX A – City of Visalia Labor Compliance Manual

APPENDIX B – State Prevailing Wages

APPENDIX C – Cape Seal Map

APPENDIX D – Cape Seal List

Additional Attachments:

City of Visalia Engineering Standards

City of Visalia Engineering Standard Amendments

City of Visalia Encroachment Permit Policy

**CITY OF VISALIA, CA**  
**NOTICE TO CONTRACTORS**

SEALED BIDS will be received at the office of the Purchasing Division, City Hall West, 707 W. Acequia, Visalia, California 93291, until **2:00 p.m. on Thursday, February 26, 2026**, for furnishing materials, supplies, equipment and labor for performing the work as specified in the approved Plans, the Standard Specifications, the Construction Specifications and other Contract Documents for the following project:

**Project Name:**            **FY 25-26 CAPE SEAL**  
**Project No.:**            **1410-72000/CP0247-999**  
**RFB No.:**                **25-26-33**

Bids are required for the entire work, complete and in place. Bids may be shipped or delivered as specified in Section 60, Special Provisions.

**TIME OF COMPLETION:**   **55 working days**

**NON-MANDATORY PRE-BID MEETING:** There will be a non-mandatory Pre-Bid meeting on **Monday, February 9, 2026 beginning at 10:00am in the Council Chambers at City Hall, 707 W. Acequia Avenue, Visalia, CA 93291.** Attendance at this meeting is not required to submit a bid for this project however it is recommended as project details will be discussed.

**QUESTIONS:** Direct questions regarding this Project to the Purchasing Department by email: [purchasing@visalia.gov](mailto:purchasing@visalia.gov). Questions must be received by **Tuesday, February 17, 2026.**

**PROJECT BUDGET:** The City of Visalia does not provide an Engineer's Estimate however the total approved Project Budget for the **FY 25-26 CAPE SEAL** project as was approved in the City's Capital Improvement Program for this project is approximately **\$1,175,000.00**. The total approved Project Budget is an estimate of the total project delivery costs which includes but is not limited to construction, engineering design, construction support, city project management and administrative costs.

**TO OBTAIN SPECIFICATIONS AND BID DOCUMENTS:** Plans, forms of proposals, bonds, and other contract documents may be requested from the office of the Purchasing Division, 707 W. Acequia, Visalia, California 93291, by telephone (559) 713-4334, or by email: [purchasing@visalia.gov](mailto:purchasing@visalia.gov). If documents do not exceed our email capacity, they will be emailed to the requestor. Otherwise, a sharefile link will be provided to the requestor to download the plans/specifications. A copy of the plans and bidding documents are also available at various builders' exchanges or can be downloaded by registered users of BidNetDirect.

No bid will be considered unless it is made on the specified proposal form furnished by the City of Visalia.

**The following documents must be completed and submitted with the bid (pages 4-25) of this RFB document):**

- Bid Proposal & Acknowledgement of Addenda
- Public Contract Code Questionnaire/Statement
- Equal Employment Opportunity Compliance Certificate
- Clean Air and Water Pollution Control Certificate
- Non-Collusion Affidavit
- Workers Compensation Compliance Certificate
- Drug Free Workplace Certification
- Disclosures
- Certification of Anti-Kickback Compliance
- Americans With Disabilities Act Compliance Certificate

- Certificate of Non-Segregated Facilities
- Debarment and Suspension Certification
- Iran Contracting Act Certification
- Bid Proposal Contract
- Subcontractors List
- Contractor's Reference Form
- Bidders Bond/Bid Security
- All addenda issued during the bidding process must be signed and submitted with the bid document.

**BIDDER's Bond: Each bid must be accompanied by cash, cashier's check, certified check, or bidder's bond** made payable to the City of Visalia for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Depending on the nature of the project, other documents may be included by the City and shall be completed in all respects and submitted by the bidder with the bid or as otherwise indicated by the City.

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be done as shown in the bid proposal form. No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of Chapter 9 of Division 3 of the State of California Business and Professions Code. This project requires the Contractor to have a **Class A or combination of Class C licenses to perform all aspects of work.**

All Contractors and/or subcontractors shall be required to obtain a City of Visalia Business Tax Certificate. No payment will be made to any Contractor until such license is obtained.

**PUBLIC WORKS PROJECT:** Bidders/Contractors must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: 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. Awarded Contractor will be required to furnish electronic payroll records for project to the Labor Commissioner

**Per California Labor Code, the following statements are hereby incorporated into RFB-25-26-33**

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public works project, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As set forth in CLC section 1773, the COV shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at City of Visalia address and available from the California Department of Industrial Relations' Internet web site: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file in the office of the City Engineer and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the Owner to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the contract has been completed until at least 30 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

**Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

**THE CITY HEREBY AFFIRMATIVELY ENSURES** that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

The City of Visalia reserves the right to reject any or all bids.

CITY OF VISALIA  
Danny Galindo, Project Manager

## BID PROPOSAL

**FROM: CONTRACTOR**

\_\_\_\_\_

Company Name of Bidder

**Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form, including the Schedule for Base Bid and Additive Bid Schedule (if any).**

For improvement of:

**RFB No.: 25-26-33**  
**Project Name: FY 25-26 CAPE SEAL**  
**Project No.: 1410-72000/CP0247-999**

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

**FY 25/26 CAPE SEAL BID PROJECT**

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u> (\$)	<u>TOTAL</u> (\$)
1	Mobilization & Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Measure N Signage	1	LS		
4	Asphalt Rubber Chip Seal (3/8" Grading)	227,085.59	SY		
5	Micro-Surfacing (Type II)	227,085.59	SY		
6	Striping and Pavement Markings	1	LS		
7	Raised Pavement Markers (Approx. 9 Blue RPMs)	1	LS		
<b>TOTAL BID AMOUNT (\$) = _____</b>					

**All bids are checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.**

**The LOWEST BIDDER will be determined on the LOWEST TOTAL BID AMOUNT.**

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements prescribe herein.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment, performance, and maintenance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any office of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes\_\_\_\_\_ No\_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

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

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE  
(EXECUTIVE ORDER 11246)**

*Equal Opportunity Clause*

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a

result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

It is noted that Executive Order 011246 was rescinded in January 2026.

**SUBMIT WITH BID**

**CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION**  
**(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18;**  
**WATER: 33 U.S.C. § 1251)**

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

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



STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
STD.21 (REV.12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (    )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, than the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

---

## DISCLOSURE STATEMENTS

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

<b>OWNERSHIP DISCLOSURE</b>
-----------------------------

\_\_\_\_\_  
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

\_\_\_\_\_  
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>CALIFORNIA LEVINE ACT STATEMENT</b>
--

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, [https://www.visalia.city/government/city\\_council/default.asp](https://www.visalia.city/government/city_council/default.asp). You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: \_\_\_\_\_ NO: \_\_\_\_\_ If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

\_\_\_\_\_

\_\_\_\_\_

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

**NOTICE:** The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

\_\_\_\_\_  
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

\_\_\_\_\_  
Signature of Company Authorized Individual

\_\_\_\_\_  
Print or Type Name of Authorized Individual

**SUBMIT WITH BID**

**CERTIFICATION OF ANTI-KICKBACK COMPLIANCE**  
**(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

By submission of a Bid, the BIDDER certifies that it has read the “Anti-Kickback Procedures,” referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE**

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

**CERTIFICATE OF NONSEGREGATED FACILITIES**  
**(BIDDERS/SUBCONTRACTORS)**

---

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
  - a. Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
  - b. Retain such certifications in its files; and
  - c. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury, that the option checked below relating to the Contractor’s status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

Please check one:

The Contractor is not:

- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

**SUBMIT WITH BID**

**BID PROPOSAL CONTRACT**

Accompanying this proposal is \$\_\_\_\_\_ cash, cashier's check, certified check, or bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

\_\_\_\_\_  
Print Name of Corporation or True Name of Firm

\_\_\_\_\_  
Print Officer's Name or Copartner's Name and Title

\_\_\_\_\_  
Print Officer's/Stockholder Name or Copartner's Name and Title

\_\_\_\_\_  
Print Officer's/Stockholder Name or Copartner's Name and Title

\_\_\_\_\_  
Print Officer's/Stockholder Name or Copartner's Name and Title

\_\_\_\_\_  
Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,  
License No. \_\_\_\_\_, Class of License(s) \_\_\_\_\_,

License Expiration Date \_\_\_\_\_.

**Department of Industrial Relations Registration No.** \_\_\_\_\_.

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Visalia.

Signature of Authorized Person(s)

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Print Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is

a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address \_\_\_\_\_

Street Address

\_\_\_\_\_

City

State

Zip Code

Business Telephone Number \_\_\_\_\_

Place of Residence \_\_\_\_\_ Dated: \_\_\_\_\_

E-mail \_\_\_\_\_

**SUBCONTRACTORS LIST**

In accordance with the provisions of Section 2-8 “Designation of Subcontractors,” of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or \$10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The general Contractor to whom the contract is awarded will not be permitted, without the written consent of the Engineer, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The Engineer may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or \$10,000 of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or \$10,000 of the total contract price, will be allowed only with the written consent of the Engineer.

Complete Columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (559) 713-4801 within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 will result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

**In Column 1 the Contractor shall also list the Subcontractor’s Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.**

**SUBCONTRACTORS LIST**

**BIDDING AGENCY:** \_\_\_\_\_

<b>Column 1</b> Business Name, Location, Contractor License Number, Class of License, <b>DIR</b> <b>Registration Number, and</b> <b>e-mail address</b>	<b>Column 2</b> Bid Item No(s).	<b>Column 3</b> A) <b>Subcontracted</b> <b>Cumulative Dollar</b> <b>Amount &amp;</b> B) <b>Subcontracted</b> <b>Percent of total</b> <b>project</b>	<b>Column 4</b> Description of Subcontracted Work

**CONTRACTOR'S REFERENCE FORM**

Name of Proposing Company \_\_\_\_\_

Representative Name and Title \_\_\_\_\_

Phone Number & E-mail \_\_\_\_\_

**THIS FORM IS TO BE SUBMITTED WITH BID.**

The City reserves the right to require any Contractor to complete and submit this form at any time. References must not be relatives of the Contractor's representative or owners. The references given must be for clients with projects similar in size and nature to the proposed project within the last five years. See Section 2-14 "Contractor Qualification Requirements," for further instructions.

<b>Reference 1</b>	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

<b>Reference 2</b>	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

<b>Reference 3</b>	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

<b>Reference 4</b>	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	
<b>Reference 5</b>	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

**BIDDERS BOND**

Known all men by these presents:

That we, \_\_\_\_\_ as principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Visalia in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of \$\_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above-mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at \_\_\_\_\_ on \_\_\_\_\_ for improvement of:

**RFB No.: 25-26-33**  
**Project Name: FY 25-26 CAPE SEAL**  
**Project No.: 1410-72000/CP0247-999**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and virtue.

**BIDDER'S BOND**

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety

\_\_\_\_\_

Address

\_\_\_\_\_

City and Zip Code

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CONTRACT**

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **FY 25-26 CAPE SEAL**, is made between the City of Visalia, (hereinafter “The City”), and \_\_\_\_\_, (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Engineering Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner, the **FY 25-26 CAPE SEAL**, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

**RFB No.: 25-26-33**  
**Project Name: FY 25-26 CAPE SEAL**  
**Project No.: 1410-72000/CP0247-999**

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

*COMPLETED BID SCHEDULE TO BE INSERTED HERE IN FINAL CONTRACT*

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents as insureds; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such

additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall be provided by a business automobile policy.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

- a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
- b. Indicate whether coverage provided is on a claims-made or occurrence basis; and
- c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing  
707 W. Acequia Avenue  
Visalia, CA 93291.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claim made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

**Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA

CONTRACTOR

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name, Title

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Date

**CONTRACT BOND FORMS**

**CITY OF VISALIA**  
**PAYMENT BOND**  
(To Accompany Contract)

Bond No. \_\_\_\_\_

**WHEREAS**, the City of Visalia, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows: \_\_\_\_\_, referred to hereafter as "Contract."

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

**NOW, THEREFORE**, we the undersigned Principal and \_\_\_\_\_, referred to as "Surety" are bound unto the City of Visalia in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid pursuant to the California Revenue and Taxation Code for the wages of employees of the Principal and his subcontractors, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

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

The 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 under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

**IN WITNESS WHEREOF**, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____ Name of Principal	_____ Date	_____ Name of Surety	_____ Date
_____ Signature for Principal		_____ Signature for Surety	
_____ Printed Name and Title		_____ Printed Name and Title	

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

**CERTIFICATE OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ SS

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

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

\_\_\_\_\_  
(SEAL)

Notary Public

**CITY OF VISALIA**  
**PERFORMANCE BOND**

(To Accompany Contract)

Bond No. \_\_\_\_\_

**WHEREAS**, the City of Visalia, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Principal", a contract for the work described as follows: \_\_\_\_\_, referred to hereafter as "Contract."

**AND WHEREAS**, said Principal is required to furnish a bond in connection with the above Contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Principal and \_\_\_\_\_, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, on it or their part to be kept and performed within the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Visalia, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

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 under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

**IN WITNESS WHEREOF**, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

Name of Principal	Date	Name of Surety	Date
Signature for Principal		Signature for Surety	
Printed Name and Title		Printed Name and Title	

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

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

**CERTIFICATE OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ SS

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

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

\_\_\_\_\_  
(SEAL)

Notary Public

**CITY OF VISALIA**  
**MAINTENANCE BOND**  
(To Accompany Contract)

Bond No. \_\_\_\_\_

**WHEREAS**, The City of Visalia, has awarded to Contractor \_\_\_\_\_, hereafter designated as the “Principal”, a contract for the work described as follows: \_\_\_\_\_, referred to hereafter as “Contract.”

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, guaranteeing the correction of deficiencies during the specified maintenance period of one (1) year from the date the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded:

**NOW, THEREFORE**, we the undersigned Principal and \_\_\_\_\_, referred to as “Surety” are held firmly bound to the City of Visalia in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to City of Visalia or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, the named Principal has made specific guarantees to the City concerning the work, labor and materials furnished for the construction of said improvements as stated above. If Principal complies with these guarantees for a period of one (1) year from the date of the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded, then this obligation shall be null and void. If City notifies Surety that Principal has not met its guarantee, then Surety shall indemnify City for losses incurred up to the amount listed above. The City shall give written notice to the Principal during the one (1) year period specified in this obligation of any defect of the guaranteed work that becomes apparent. This obligation shall remain in full force and effect until any defect identified in said written notice are repaired by the Principal and accepted in writing by the City.

The said Surety, for value received, hereby stipulates and agrees that no change, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

**IN WITNESS WHEREOF**, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

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

---

---

---

---

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

**CERTIFICATE OF ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ SS

On \_\_\_\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

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

\_\_\_\_\_  
(SEAL)

Notary Public

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

I, \_\_\_\_\_, declare under penalty of perjury under the  
(Affidavit's Name)

laws of the State of California and the provisions of the California Labor Code:  
§1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ and I  
(Officer, Owner, Partner) (Company)

am responsible for the payment of persons employed by \_\_\_\_\_  
(Company)

who performed work on the City of Visalia Project entitled:

\_\_\_\_\_

2. During all payroll periods from \_\_\_\_\_ through \_\_\_\_\_,  
(first work date) (last work date)

All persons employed by \_\_\_\_\_ on this project  
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been complied with.

Executed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Day) (Month) (Year)

\_\_\_\_\_  
(Signature)

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

This is to be completed and submitted to the City of Visalia with the Contractor's Final Payment Request.

The Contractor is responsible for collecting this completed form from all subcontractors and must keep a copy in Contractor's files. The City reserves the right to request a copy of the signed subcontractor affidavits at any time.

## **STANDARD SPECIFICATIONS**

The “City of Visalia Engineering Standard Specifications” Section 1 through Section 59, and any amendments or addenda thereto, are referenced herewith in its entirety and have been included in the RFB and Contract Documents. Copies of the most recent “City of Visalia Engineering Standard Specifications” may be obtained from the City of Visalia website at: [http://www.visalia.city/depts/community\\_development/engineering/engineering\\_documents.asp](http://www.visalia.city/depts/community_development/engineering/engineering_documents.asp) or from City Hall East, 315 E. Acequia Ave., Visalia, California, 93291, for a nominal fee.

**SPECIAL PROVISIONS SECTIONS 60-80**

**SECTION 60 JOB SPECIFIC PROVISIONS**

**60-1 Bid Proposal**

Bids shall be submitted in a sealed envelope. The outside, upper left-hand corner of the envelope will have the Bidder's Name and mailing address. In the center of the envelope it shall be addressed as follows:

**City of Visalia Purchasing Department  
707 W. Acequia Avenue  
Visalia, CA 93291**

The lower left-hand corner shall be clearly marked:

**Sealed Bid For: 25-26-33, CAPE SEAL PROJECT  
Submittal Deadline: 2:00 P.M. on THURSDAY, FEBRUARY 26, 2026**

Bids/RFP's must be received prior to the date and time stated. Bids received after the Bid Deadline will be rejected. Bids may be shipped via Fed Ex or UPS or may be hand-delivered during normal business hours.

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.



## **60-2 Subcontracting**

Should any bidder propose subcontracting any part of the work covered by these Construction Documents, he shall submit with his bid a description of the work to be done by each subcontractor and the name and location of the place of business of each subcontractor as a part of the "Bidder's Proposal". The Contractor shall perform work equaling at least fifty percent (50%) of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

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 Visalia may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111. Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, submit a Subcontracting Request form. Do not use a debarred contractor; a current list of debarred contractors is available at 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. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

## **60-3 Prevailing Wages**

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at City of Visalia address and available from the California Department of Industrial Relations' Internet web site: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

## **60-4 Beginning of Work**

The Contractor shall begin work within **Ten (10) days** after receiving notice that the contract has been approved (Notice to Proceed) and shall diligently prosecute the same to final completion of the total project **Fifty-Five (55) working days** after that work begins (mobilization).

The first paragraph of Standard Specification Section 8-6 Beginning of Work shall be deleted and replaced with the following paragraph:

The City of Visalia should hold a preconstruction conference with the Contractor and other entities affected by the work within ten (10) days after the City Council awards the Contract. The Contractor shall begin work within the number of days listed above in this section after receiving notice that the contract has been approved (Notice to Proceed). The Contractor shall be responsible for obtaining the approved Encroachment Permit, submitting all of the other documents required by the City, obtaining all necessary permits, and obtaining all approvals/acceptances required for the project prior to starting construction. Should the Contractor fail to obtain the required permits and approvals within the number of days listed in this section for the beginning of work after the Notice to Proceed is issued, the length of time beyond the number of days

listed will be subtracted as working days from the Contract. The Contractor shall commence work under the contract within the time specified above and shall diligently prosecute the same to completion within the time limit provided. The Contractor shall not begin work in advance of receiving the Notice to Proceed without written authorization from the Engineer. **The Contractor shall notify the Inspector and Engineer in writing a minimum of two (2) working days prior to starting work.**

**60-5 Work Hours**

Working hours on arterials and collectors shall be 9:00 am to 3:00 pm Monday thru Friday. All other roadways shall be 7:00 am to 4:00 pm Monday thru Friday. If night or weekend work is requested, it shall be approved by the City prior to beginning the work.

**60-6 Liquidated Damages**

The Contractor shall pay the City of Visalia the sum of **THREE THOUSAND DOLLARS (\$3,000.00) per day** for each and every calendar day delay in finishing the work as required for final completion within the number of working days prescribed above. All final paperwork, funding paperwork, operation and maintenance manuals, other manuals, warranties, extra materials, bonds, and all other items/documents required in the Contract Documents shall be properly completed and submitted to the City within the time limit specified for completion of the work or Liquidated Damages will apply until such time all items are properly completed and submitted to the City.

**60-7 Project Size**

The Contractor will be required to comply with all of the Dust Control, Water Pollution Prevention, and other permitting requirements of the Standard Specifications.

**60-8 Construction Surveying/Staking**

The City Surveying Crew will **NOT** be providing Construction Staking/Surveying services in accordance with Section 5-14 for this project.

**60-9 Traffic Detours**

Shall be detailed in your submitted traffic control plan and approved by the City prior to construction.

**60-10 Location to Salvage Items**

All items specified in the Contract Documents to be salvaged shall be cleaned, sorted, and delivered to the City of Visalia Corporation Yard at 336 N. Ben Maddox Way, Visalia, CA 93292. Corporation Yard is a locked facility therefore Contractor must coordinate with City's Project Manager to make deliveries.

**60-11 Storage of Materials**

The Contractor shall obtain the prior approval of the City of Visalia (City) for any area or space required for Contractor's storage during construction operations. Materials, equipment, etc., shall not be piled or stored in any location which shall interfere with the conduct of normal City functions and shall not constitute a hazard to persons or property. Any required safety precautions such as signs, danger signals, lanterns, barricades, etc., shall be installed and maintained by the Contractor during construction operations. Use of any private property shall have written permission from the property owner. A copy of which shall be provided to the Project Manager.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total contract price and no additional compensation shall be made therefor.

**60-12 Coordination of Work**

It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor, including the private utility companies, Southern California Edison, AT&T, Southern California Gas Co., California Water Service Co., Comcast, and others, a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work. The Contractor shall coordinate with all subcontractors and utilities prior to construction and throughout the duration of construction to ensure that the project schedule is maintained.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

**60-13 Utility Coordination**

The Contractor shall be responsible for coordinating all of the necessary utility work associated with the project with the appropriate utility companies including, but not limited to, Southern California Edison, AT&T, Southern California Gas Co., California Water Service Co., Comcast and any other utility company whose infrastructure will be affected by the City project. The Contractor shall coordinate with all of the affected companies prior to commencing construction and throughout the duration of construction.

The Contractor shall provide a minimum of 5 working days notification, or a longer notification time as required by the utility, whichever is greater, to the utility to perform simple infrastructure modifications like raising and lowering valve cans. Much longer notification lead times are required for more significant infrastructure adjustments like re-routing laterals, installing new laterals and lines, and other infrastructure modifications. The Contractor shall be responsible for coordinating with the utility and providing the proper notification. No utility infrastructure shall be covered by the project improvements prior to the utility being notified and completely tying out their infrastructure so it can be located.

Gas Company valves and facilities must be accessible at all times throughout the duration of construction. During paving operations the Contractor shall have the Gas Company present to raise valve cans and other infrastructure. The Contractor will be responsible for performing paving operations in a manner to place, compact, and finish hot mix asphalt paving around gas cans and infrastructure.

Unless noted otherwise in the Plans or Special Provisions, for all other utilities the Contractor shall coordinate and have the utilities complete the raising of valve cans and other infrastructure within 5 working days of the final paving operations being completed. All utilities will be responsible for raising and placing concrete collars around their own infrastructure per City Standards and Specifications. The Contractor will be responsible for placing the final top lift of hot mix asphalt on top of all utility company valve and infrastructure collars. Hot Mix Asphalt shall be supplied and placed in accordance with the Standard Plans and Standard Specifications. The Contractor shall be responsible for installing the top lift of asphalt as soon as possible after the concrete collars have cured.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor, except for traffic control as noted in the following paragraph.

The Contractor shall provide traffic control in accordance with Section 12 “Traffic Control; Construction Area Traffic Control Devices,” of the Standard Specifications for all utility companies as necessary for the utility companies to complete their work for the project. Full compensation for this traffic control will be included in the lump sum price paid for Traffic Control. No additional payment will be made therefor.

**60-14 Meetings**

The Contractor shall be required to attend meetings with the City of Visalia, as determined by the engineer, throughout the duration of the construction project. The Contractor is required to provide updated construction schedules at this meeting. The construction work for the next two weeks following the meeting will be discussed and coordinated. The Contractor should be prepared to discuss construction means and methods and equipment and crew availability at this meeting. At the Engineer’s option, the City may prepare minutes for each meeting and forward them to Contractor; Contractor’s failure to correct the minutes within two (2) working days shall be deemed agreement with the content of the minutes. The City has the right to audiotape or videotape any meeting.

Full compensation for conforming to the requirement of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefore.

**60-15 Environmental Mitigation & Requirements**

This maintenance project has no significant impacts on the environment and no environmental mitigations are required at this time. The Contractor must still comply with any State and Local environmental requirements that may apply.

**60-16 Payment for Items Not Covered by Specific Bid Items**

Wherever work called for and described in the Contract Documents is not specifically covered in the bid items, payment for such work shall be considered as being included in the total contract price, and no additional compensation will be allowed therefor.

**60-17 Standard Specification Amendments**

The “City of Visalia Engineering Standard Specification Amendments,” most current edition available at the time of bidding, is referenced herewith in its entirety and is included in the RFB and Contract Documents. Copies of the most recent “City of Visalia Engineering Standard Specification Amendments” may be obtained from the City of Visalia website at: [http://www.visalia.city/depts/community\\_development/engineering/engineering\\_documents.asp](http://www.visalia.city/depts/community_development/engineering/engineering_documents.asp).

**60-18 Copies of Plans and Construction Specifications**

The City will provide the Contractor with a thumb drive with the project Plans and Construction Specifications at no cost. It shall be the responsibility of the Contractor to procure and pay for any additional copies or any other documents needed.

**60-19 Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements**

All contractors and subcontractors bidding and performing work on Public Works Projects must:  
Register on an annual basis with the California Department of Industrial Relations (DIR)  
Furnish electronic payroll records for new projects to the Labor Commissioner

No contract will be awarded unless that contractor and all subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors may be rejected as non-responsive.

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.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a pre-hire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

## **SECTION 61 GENERAL REQUIREMENTS**

### **61-1 General description of the work**

The work to be completed under this contract consists of furnishing all labor, materials, tools, equipment, transportation, supplies, and incidentals for performing all the work involved in the **FY 25-26 Cape Seal** project in the City of Visalia, in accordance with attached maps and street lists, specifications, contract documents and requirements of the bid documents.

### **61-2 Preconstruction conference**

The City of Visalia will hold a preconstruction conference with the Contractor and other entities affected by the work within ten (10) days after the City Council awards the Contract. This conference will give the City and Contractor the opportunity to discuss the preliminary construction schedule, traffic control plan, proposed sequence of work, notification procedures for public agency and property owner, and construction procedures. The Contractor's superintendent for this project shall be present and shall have reviewed the contract documents and be prepared to discuss the work.

### **61-3 Location of work**

The project sites are located in the City of Visalia, Tulare County, California. The specific site locations are designated on the street lists and attached maps.

### **61-4 Qualifications of the contractor**

The Contractor, in order to qualify for award of contract, shall have been engaged in the construction of Cape Seal street projects similar to that specified herein. This project requires the Contractor to have a **Class A or combination of Class C licenses to perform all aspects of work**. All Contractors, General Contractors, and Subcontractors shall have a minimum experience of five projects of similar size and nature to the proposed project. All General Contractors shall be required to submit a complete CONTRACTOR'S REFERENCE FORM with their bid unless otherwise noted on the blank copy of this form located in the beginning portion of the bidding documents.

Contractor shall ensure, to the satisfaction of the Engineer, the personnel assigned are experienced and competent to carry out the proposed construction.

### **61-5 Construction schedule and order of work**

Contractor shall submit a construction schedule in conformance with the requirements of the Contract Documents. This schedule shall indicate job completion within the specified time. If at any time the average rate of daily progress is applied to the remaining contract time with the result that late completion is indicated, the City may order a new schedule to aid in timely completion of the project.

### **61-6 Cooperation with others**

At all times, Contractor shall extend full cooperation to other contractors and to all others performing work within or adjacent to the project areas, including employees and contractors of the City and all utilities and their employees. The Contractor is required to provide 2 responsible contacts for 24-hour contact in the case of emergency. The Project Manager shall be notified if anyone else is working on the same street at the same time.

#### **61-7 Materials submittals**

Contractor shall review, stamp with his approval, and submit for review by Engineer, three copies of material submittals as required by the Contract Documents. The submittals shall include, but not necessarily be limited to, the following items:

- Traffic Control Plan
- Chip Seal Screenings
- Asphalt-Rubber Binder Formulation
- Microsurface Aggregate
- Microsurface Emulsion
- Micro-Surfacing Mix Design
- Traffic Striping Layout Plan
- Traffic Striping Paint
- Reflective Beads
- Traffic Markers (raised)
- Traffic Marker Adhesive

#### **61-8 Project site maintenance**

- Protection of Existing Improvements  
All existing improvements, including fences, curbs, gutters, sidewalks, landscaping, irrigation systems, structures, signs, poles, etc., located adjacent to the work area shall be protected from any damage and preserved in their previously existing conditions throughout the duration of the project. Should any improvements become damaged through the actions of the Contractor, it shall be repaired to its pre-existing condition at the contractor's expense and at no expense to the City or Owner.
- Protection of Existing Utilities  
All existing utilities adjacent to the work area shall be protected from any damage and preserved in their previously existing condition throughout the duration of the project. Any damage to these lines shall be repaired to the satisfaction of the respective utility company at the contractor's expense and at no additional expense to the City or owner.
- Cleanup and Dust Control  
Throughout all phases of construction, including any suspension of work, and until final acceptance of the project, Contractor shall keep the work site clean and free of rubbish and debris. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspections, the entire worksite shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory, clean, and neat appearance. All cleanup costs shall be included in the various other items of work, and no additional compensation will be made therefore.
- Sanitation  
Contractor shall provide and maintain enclosed toilets at a location or locations accessible to and for the use of employees engaged in the work. These facilities shall be maintained in a neat, sanitary condition. They shall comply with all applicable laws, ordinances, and regulations regarding public health and sanitation.

**61-9 Water for construction**

The use of water for any construction purpose shall conform to the provisions of Section 17 of the Standard Specifications and these Special Provisions. Potable water for construction will not be provided by the City of Visalia from existing facilities. The contractor shall make all arrangements to transport and supply water. Cal Water Service Company operates the water service in the City of Visalia. A meter can be rented from Cal Water for water and shall, at contractor's own expense, provide facilities for conveying water from a fire hydrant to the point of use. Full compensation for developing, obtaining, and applying water shall be included in the various other items of work, and no additional compensation will be made therefore.

**61-10 Testing during construction**

Initial tests of materials will be performed at no expense to the Contractor. However, the cost of all retesting required due to failure of the material to meet specifications will be deducted from the money due or that may become due Contractor under contract.

**61-11 Certificates of compliance**

Contractor shall furnish certificates of compliance for all materials furnished (i.e. that they comply with the Specifications, and with previously approved samples and submittals).

**61-12 Contractor's investigation of jobsite**

It is the Contractor's responsibility to inspect the jobsite and familiarize himself with all conditions which may affect the work described herein whether or not such conditions are correctly represented or shown on the maps, street lists, plans, specifications and other and Contract Documents. Contractor shall take all such conditions into account in the preparation of his bid and shall provide City with a complete, satisfactory project as specified. Submission of a bid shall indicate the contractor's evidence of jobsite inspections and familiarization with conditions.

**61-13 Signs**

No advertising signs of any kind will be permitted except by written permission of the City.

**61-14 Field office**

A field office as such is not required.

**61-15 Temporary services**

- Fences, Barricades, Warning Signs, and Lights  
To conform to CAL-OSHA regulations, other State of California and local codes, rules, regulations, and ordinances for protection of workers, public and private property, provide, install and maintain barricades, warning devices and other protection required therefore.

Provide temporary fencing, etc., as required to protect stored materials, equipment and miscellaneous items from theft, vandalism and unauthorized access.

- Contractor's Access, Work and Storage Areas  
Delivery to and removal from the work area of equipment and materials shall be the responsibility of the Contractor.
- Telephone  
Contractor shall provide cellular telephone service to the site at all times when contract work is being performed. Contractor shall arrange for such telephone service and provide the City with the telephone number.

- **Field Toilets**  
The Contractor shall furnish, install, and remove at the completion of the job, all sanitary; i.e., portable toilet facilities required for the completion of the job. The type and location of the facilities shall be subject to acceptance by the City.

All sanitary facilities shall be made available for use by all workers, subcontractors, consultants, and City personnel associated with the project.

The Contractor shall maintain the sanitary facilities in a proper, safe, and sanitary condition for the duration of the work. Facilities shall be provided in sufficient quantities to comply with CAL-OSHA regulations.

Existing facilities shall not be used by Contractor's employees or subcontractors.

#### **61-16 Special security requirements**

The Contractor's workers and equipment shall be limited to the work areas as designated by this contract, or as directed by the City.

#### **61-17 Disposition of equipment and materials**

All waste from this work shall be removed from the site and disposed of at an approved dumpsite location by the Contractor at the Contractor's expense.

### **SECTION 62 MOBILIZATION**

#### **62-1 General**

Preparatory Work: Mobilization conforming to Section 11 of the Standard Specifications shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; secured equipment and materials storage areas, demobilizations and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning or after work on the various contract items on the project site.

### **SECTION 63 PERMITS**

The job site is located within the City of Visalia. A City of Visalia Business Tax Certificate, which may be obtained at City Hall West (707 W. Acequia Avenue), is required prior to commencement of the project. For more information, please call the Business Tax Division at (559) 713-4326 or [businesstax@visalia.gov](mailto:businesstax@visalia.gov).

An encroachment permit will also be required to work within the City's right of way. It will be the responsibility of the Contractor to apply for and obtain the encroachment permit from the Encroachment Permit Office ([epo@visalia.gov](mailto:epo@visalia.gov)). The encroachment permit fees are waived on this City project.

All work embraced herein shall be accomplished in accordance with all applicable Standards, Codes, Regulations, or Specifications issued by any governmental agency having jurisdiction over the work in progress. Contractor shall prepare and deliver to the proper agency any report or records which may be required in connection with the project and obtain any permits which may be required.

Payments for obtaining permits shall be included in the item for Mobilization and shall include full compensation for all labor, materials, equipment, tools, and incidentals required to complete the work as specified herein.

## **SECTION 64 MAINTENANCE AND CONTROL OF TRAFFIC**

### **64-1 General**

All traffic control devices and sufficient personnel shall be provided to maintain a safe and orderly flow of traffic around the construction operation.

### **64-2 Related Information**

The following sections contain information and materials relating to this item, except as modified herein:

Caltrans Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways

City of Visalia Encroachment Permit Policy Manual May 2015

City of Visalia Engineering Standard Specifications

### **64-3 Materials and Methods**

Traffic control devices shall conform to the State of California Department of Transportation (CalTrans) Manual of Warning Signs, Lights, and Devices/or Use in Performance of Work upon Highways, latest revision. Maintenance and control of traffic shall conform to the Standard Specifications for Maintenance of Traffic and Detours, the traffic control requirements of said standard specifications, and to the City's standard specifications for traffic control per the Encroachment Permit Policy Manual. The Contractor shall submit a traffic control plan to the City for approval prior to the initiation of Cape Seal operations (see 64-5). Contractor shall provide traffic control devices and flagger personnel sufficient to maintain a safe and orderly flow of traffic around the construction operation as approved by the encroachment permit.

### **64-4 Parking & Notifications & Portable Changeable Message Sign (PCMS) Requirements**

#### **64-4.1 Advanced Public Notification**

##### **Measure N Signage**

The contractor will be required to place Measure N signage at the beginning of the project from all directions on major arterials and major collectors as directed by the City. The signs will be supplied by the City. The contractor will supply the type-3 barricades to install the signs prior to beginning the actual Cape Seal work. The sign installation shall meet the standards for normal traffic control sign standards per the CA State MUTCD. The contractor will be responsible for removing the signage and delivering to the City's corporation yard upon the completion of the project per the Project Manager's direction.

Payment for Measure N Signage shall be included in the contract lump sum price for "Measure N Signage" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing the work needed to install Measure N Signs and as describe in this section.

### **No Parking Notification**

Three (3) working days prior to beginning Cape Seal work in an area, the Contractor will deliver City approved written notices to all adjacent residents and businesses and tenants. Copies of notices will be posted by the Contractor on the NO PARKING signs when they are erected or posted.

Notices for Cape Seal work will include the following: a general description of the Cape Seal process, problems associated with the staining of material by the asphalt, the date and approximate time that a particular street is to receive this treatment and a list of other streets included for that day, expected traffic delays, no parking requirements on the street, the possibility of towed cars, and the name, address and phone number of the contractor's superintendent and the City Project Manager. All signs to be provided by the Contractor shall be approved by the Engineer before they are delivered and installed by the Contractor.

Deliver written notices to each affected occupant of adjacent property not less than three (3) working days prior to start of work. Post "No Parking, Tow Away Zone" signs on barricades three (3) working days prior to start of work. Be responsible for maintaining traffic control, as shown on drawings, as the work progresses. Exercise care to ensure the asphalt rubber binder and micro-surfacing does not get on the existing gutters, drive approaches, etc. Take care to avoid applying any asphalt rubber binder and micro-surfacing beyond the limits of work.

The Contractor will be responsible for posting "No Parking" signs, with date and time of work at least three (3) working days in advance of construction. Any required removal of parked cars shall be coordinated through the Public Works Department and the City Police Department. Towing fees will be paid by the City. The "No Parking" signs shall be removed immediately once the street can be driven on by the public.

The Contractor will be responsible for noticing all of the residents. Notices will include Contractor-City approved dates for the work and contact information.

**The Cape Seal work shall not occur on waste pickup days. It is the Contractor's responsibility to coordinate with the City in this regard.**

The Notice will inform all residents not to leave waste containers on the street until the scheduled pick-up day. If waste containers are left on the streets, it shall be the Contractor's responsibility to remove or relocate outside the pavement area adjacent to the residence or business it belongs to or arrange for proper removal of the containers at no additional cost to the City. Likewise, if the City must return for pick-up due to unscheduled Contractor activity, any additional charges shall be the responsibility of the Contractor.

The contractor will also notify the following agencies:

- Visalia Transit
- U.S. Postal Service
- Emergency Services
- School Districts
- Utility Companies

Payment for notifications as described in this section shall be included in the contract price for the respective Cape Seal Project Area and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing the notifications as describe in this section.

**64-4.2 Portable Changeable Message Sign (PCMS) Requirements**

Portable Changeable Message Signs (PCMS) shall be installed on all Collector and Arterial streets approaching entrances to subdivisions where work will be carried out or where lane restrictions, lane closures or road closures will occur. Other streets may require PCMS as directed by the City of Visalia depending on the proposed phasing of work or field conditions. PCMS shall be installed prior to construction in advance of the direct project area on each approaching roadway indicating the start and end dates of construction as follows:

1. PCMS shall be installed a minimum of three (3) working days in advance of roadway restrictions and advance notice of a project.
2. PCMS shall be installed a minimum of seven (7) working days in advance of roadway closures.
3. PCMS shall be installed as directed by the City Engineer.

All PCMS shall remain in place until construction starts on the affected street. The wording shown on the PCMS shall be as follows for the following situations:

<b>Closure Situation:</b>		
ROAD CLOSED AHEAD	BEGINNING DATE TO END DATE	USE POSTED DETOUR
<b>Lane Restriction Situation:</b>		
ROAD WORK AHEAD	BEGINNING DATE TO END DATE	EXPECT DELAYS
<b>Commencing Work Situation:</b>		
ROAD WORK STARTS	BEGINNING DATE TO END DATE	EXPECT DELAYS

The contractor shall be responsible for the placement of any PCMS and all other devices necessary as required by the California MUTCD to assure safety to the public at all times during construction. Each PCMS shall have the proper traffic control measures in advance of each location to alert motorists of a potential obstruction in the roadway. Traffic lanes or sidewalks shall not be obstructed by the PCMS unless approved by the City of Visalia. The Contractor shall check the PCMS daily to ensure they are functioning properly with the appropriate message. The contractor shall repair or replace any PCMS that is not functioning properly within four (4) hours of being notified.

All costs for providing all PCMS as specified herein shall be included in the lump sum price bid for Portable Changeable Message Signs (PCMS).

Payment for PCMS signs shall be included in the lump sum contract price bid item for Portable Changeable Message Signs (PCMS) and shall be compensation in full for furnishing all overhead, labor, materials, tools, equipment, and appurtenances necessary to complete the work in accordance with the requirements of the contract documents. No additional payment will be made for work incidental to each item unless specifically noted.

#### **64-5 Traffic Control**

The Contractor shall submit an application for an encroachment permit with fully detailed traffic control plans for City approval. The encroachment permit and plans shall be submitted at the latest, by the time of the pre-construction meeting. Due to the time it takes to review the encroachment permit and traffic control plans, these should be submitted as soon as possible.

The plan shall incorporate:

The proposed schedule, including times-of-day, for Chip Seal application, Micro-Surfacing application, striping and sweeping to maintain maximum access to adjacent properties for all streets.

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

The timing of work for these streets, and the maintenance of half-street access as required to accommodate through street traffic flows and business and commercial access during business hours shall be scheduled and provided to the City's satisfaction.

Provision of written notice each work day to the City's Project Manager of the access, egress, and traffic diversions proposed for the following work day, to allow traffic control provisions to be timely discussed and to provide timely notification to the police and fire departments, Postal Service, school districts and transit facilities.

The Contractor shall place proper detour signs, barricades, flagmen, cones, and other warning devices prior to the work each day.

These additional requirements in no way relieve the Contractor from its obligation to comply with the other standards set forth in Section 37 of the Caltrans Standard Specifications. ROAD WORK AHEAD (C23) signs shall be placed on all public road approaches to any project site before any work commences on the sites. FRESH OIL (W21-2), 15 MPH (W13-1P) and LOOSE GRAVEL (W8-7) signs shall be used on all streets receiving the seal. These signs shall be maintained for the duration of construction, including sweeping, and shall be removed once construction and sweeping are complete.

FRESH OIL (W21-2), 15 MPH (W13-1P) and LOOSE GRAVEL (W8-7) signs shall be furnished and placed adjacent to both sides of the traveled way on each block. Additional signs shall be placed at a maximum of 500-foot intervals and at public roads entering the seal coat area. All signs shall conform to the requirements for construction area signs in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.

Maintain at least half street through access at all times on all streets (except cul-de-sacs 300 feet or less in length) including all streets providing sole access to abutting properties.

Provide flagmen, signs or lights, as required, to assure that damage does not occur to fresh seal coat or traffic markings.

Take all feasible steps to minimize project impacts upon traffic flows, access and egress while protecting workers and work in progress.

Respond promptly and effectively to any traffic safety, access and egress concerns expressed by the Engineer or the City's Representative and by local public safety (police and fire) personnel, inside and outside of normal business hours.

The Contractor shall be totally responsible for traffic control. Failure or refusal to construct and maintain detours and controls at the proper time shall be sufficient cause for closing down the work until such detours and controls are in satisfactory condition for safe use by the public.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

Bring all discrepancies to the immediate attention of the City Engineer.

#### **64-6 Measurement and Payment**

Payment for traffic control shall be included in the lump sum contract price bid item for Traffic Control and shall be compensation in full for furnishing all overhead, labor, materials, tools, equipment, and appurtenances necessary to complete the work in accordance with the requirements of the contract documents. No additional payment will be made for work incidental to each item unless specifically noted.

### **SECTION 65 CAPE SEAL**

#### **65-1 General Description of the Work**

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of the asphalt maintenance process involved in Cape Seal. All work shall be in accordance with these specifications, the applicable maps and street lists, and subject to the terms and conditions of this contract.

This Cape Seal Project shall consist of a Chip Seal application followed by a Micro-Surfacing application as specified in these specifications.

#### **65-2 Pre-Qualification**

The Contractor shall have had a minimum experience of five (5) projects in the application of Cape Seals or be capable of demonstrating sufficient technical expertise in the application of Cape Seals and have successfully completed projects to the satisfaction of their clients.

### **SECTION 66 CHIP SEAL CONSTRUCTION METHOD**

#### **66-1 General**

This Chip Seal consists of applying an asphalt-rubber binder seal followed by heated cover material pre-coated with asphalt binder. Therefore, the Chip Seal method shall be generally comprised of the following tasks:

- Surface Preparation
- Application of an asphalt-rubber binder seal coat
- Application of aggregate cover material (screenings)

The Contractor shall exercise care to prevent oil from being deposited on concrete surfaces. The Contractor shall remove oil each day from the surfaces not designated to be cape sealed. No additional streets shall be Chip sealed until this cleanup has been performed. The Engineer shall approve the method of the oil removal.

Contractor shall install temporary raised pavement markers once the chip seal is cured until the roadway surface is ready for permanent raised pavement markers.

Contractor shall wait a minimum of fourteen (14) days between application of Chip Seal and Micro-Surfacing.

### **66-2 Surface Preparation**

Immediately prior to the application of the asphalt-rubber binder, the surface shall be thoroughly cleaned in order to ensure adequate adhesion of the asphalt-rubber binder to the existing pavement surface.

The Contractor shall remove any vegetation within the limits of the surface treatment by applying an approved herbicide. The herbicide shall be applied at least ten (10) days prior to the surfacing operation or as directed by the manufacturer of the approved herbicide. Reward and Round-Up are pre-approved herbicides. All other herbicides shall be submitted by the Contractor for approval by the agency and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or other drainage facilities.

Remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the surfacing limits. When removing the raised pavement markers, the Contractor shall remove excess adhesive left on pavement caused from the removal of raised pavement markers. If excessive pavement damage occurs from the removal of raised pavement makers, the damage shall be repaired by filling with patching material. Removal shall be done to the satisfaction of the Engineer.

Immediately prior to the Surfacing operations, the Contractor shall sweep the entire surface with vacuum-assisted power brooms. The equipment used by the contractor for pavement cleaning and excess aggregate removal shall include a self-propelled rotary power broom, mobile pick-up broom or top dumping mobile pick-up broom.

Before asphalt-rubber binder placement, all covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractors surfacing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other *methods approved* by the Engineer.

All traces of plastic and excess surfacing material shall be removed from all covers of facilities and other utility covers as quickly as possible after the application of the Chip Seal before opening roadway to traffic. Plastic will need to be re-installed before micro-surfacing operations.

### **66-3 Asphalt-Rubber Binder**

After preparation of roadway surface, the asphalt rubber binder shall be applied as the next step of the chip seal process. The asphalt-rubber binder itself shall be a mixture of the following components:

- Asphalt Cement
- Asphalt Modifier
- CRM (Crumb Rubber Modifier)

**66-3.1 Asphalt Cement**

The type and grade of asphalt cement utilized to manufacture the asphalt-rubber binder shall be Performance Graded (PG) asphalt cement, PG 64-10 or PG 70-10. See the following table for asphalt cement requirements.

**Table #1  
PG Asphalt Binders**

Quality characteristic	Test method	Requirement
------------------------	-------------	-------------

		PG 58-22a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash point (min, °C)	AASHTO T 48	230	230	230	230	230
Solubility <sup>b</sup> (min, %)	AASHTO T 44	99	99	99	99	99
Viscosity at 135 °C <sup>c</sup> (max, Pa•s)	AASHTO T 316	3.0	3.0	3.0	3.0	3.0
Dynamic shear Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa) G*/sin(delta) (max, kPa)	AASHTO T 315	58 1.00 2.00	64 1.00 2.00	64 1.00 2.00	64 1.00 2.00	70 1.00 2.00
RTFO <sub>r</sub> test <sup>e</sup> mass loss (max, %)	AASHTO T 240	1.00	1.00	1.00	1.00	1.00
RTFO <sub>r</sub> Test Aged Binder						
Dynamic shear Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa)	AASHTO T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25 °C (min, cm)	AASHTO T 51	75	75	75	75	75
PAV <sub>g</sub> Test temperature (°C)	AASHTO R 28	100	100	100	100	110
RTFO <sub>r</sub> Test and PAV <sub>g</sub> Aged Binder						
Dynamic shear, Test temperature at 10 rad/s (°C) G* sin(delta) (max, kPa)	AASHTO T 315	22 <sub>d</sub> 5000	31 <sub>d</sub> 5000	28 <sub>d</sub> 5000	22 <sub>d</sub> 5000	34 <sub>d</sub> 5000
Creep stiffness, Test temperature, °C S-value (max, MPa) M-value (min)	AASHTO T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300
<p>a Use as asphalt rubber base stock for high mountain and high desert area.</p> <p>b The Engineer waives solubility requirements if the supplier is an authorized material source as defined by the Department's <i>Certification Program for Suppliers of Asphalt</i>.</p> <p>c The Engineer waives this specification if the supplier provides written certification the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.</p> <p>d Test the sample at 3 °C higher if it fails at the specified test temperature. G* sin(delta) remains 5000 kPa maximum.</p> <p>e The residue from mass change determination may be used for other tests.</p> <p>f RTFO means rolling thin film oven.</p> <p>g PAV means Pressure Aging Vessel.</p>						

### 66-3.2 Asphalt Modifier

The asphalt modifier will be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements in Table #2.

**Table #2**  
Asphalt Modifier Requirements

Test Parameter	ASTM Designation	Requirement
Viscosity, cSt. At 212° F (100° C)	D 445	X +/- 3 •
Flash Point, COC, degrees F (C)	D 92	410° F (210° C) minimum
Molecular Analysis: Asphaltenes, percent by mass	D 2007	0.1 maximum
Aromatics, percent by mass	D 2007	55 minimum

*The symbol “X” is the viscosity of the asphalt modifier the Contractor proposes to furnish. The Value of “X” which the Contractor proposes shall be between 19 and 36 and shall be submitted in writing to the assigned City Project Manager. Any proposed changes to these requirements requested by the Contractor, in the value “X” shall require a new asphalt-rubber binder design.*

### **66-3.3 Crumb Rubber Modifier (CRM)**

The CRM used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only. Two types of CRM shall be used on this project; Reclaimed Tire Rubber (“scrap tire”) CRM and High Natural Rubber CRM.

The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources. The gradation of both types of CRM when tested in accordance with CA Test 385 (dry sieve only) and using a 100-gram sample, shall meet the requirements in Table #3.

**Table #3**  
CRM Grading Requirements

Sieve Size	Reclaimed Tire CRM Percent Passing	High Natural CRM Percent Passing
#8 (2.36 mm)	100	100
#10 (2 mm)	98 - 100	100
#16 (1.18 mm)	45 - 75	95 - 100
#30 (600 μm)	2 - 20	35 - 85
#50 (300 μm)	0 - 6	10 - 30
#100 (150 μm)	0 - 2	0 - 4
#200 (75 μm)	---	0 - 1

The use of CRM from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual CRM particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch (5mm).

The CRM shall have a specific gravity of between 1.10 and 1.2 as determined by California Test 208, and shall be free of loose fabric, wire and other contaminants except that up to 3 percent (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. If calcium carbonate or talc is added, it must first be discussed and approved by the City Engineer. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement. The CRM shall be accepted by certification from the rubber supplier. The Reclaimed Tire

CRM material shall conform to the chemical analysis in Table # 4 and the High Natural Rubber CRM shall conform to the chemical analysis in Table #5.

**Table #4**  
Reclaimed Tire CRM Chemical Requirements

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D 297	6.0 %	16.0 %
Ash Content	D 297	8.0 %	----
Carbon Black Content	D 297	28.0 %	38.0 %
Rubber Hydrocarbon	D 297	42.0 %	65.0 %
Natural Rubber Content	D 297	22.0 %	39.0 %

**Table #5**  
High Natural Rubber CRM Chemical Requirements

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D 297	4.0 %	16.0 %
Rubber Hydrocarbon	D 297	50.0 %	----
Natural Rubber Content	D 297	40.0 %	48.0 %

**66-3.4 Asphalt-Rubber Binder Mixture**

The percentage of asphalt cement mixed with asphalt modifier shall be  $79 \pm 1$  percent by weight of the total Asphalt-Rubber Binder Mixture. The percentage of CRM shall be  $21 \pm 1$  percent by weight of the total Asphalt-Rubber Binder Mixture.

The asphalt binder mixed with the asphalt modifier shall have the following proportions:

- 2.5 to 6.0 percent by weight of asphalt modifier
- 94.0 to 97.5 percent by weight of asphalt cement

The exact percentage shall be determined by the binder design submitted by the asphalt-rubber binder supplier.

The CRM shall have the following proportions:

- $24 \pm 2$  percent by weight of high natural rubber CRM
- $76 \pm 2$  percent by weight of reclaimed tire rubber (scrap) CRM

The exact CRM content shall be determined by the binder design submitted by the asphalt-rubber binder supplier. During membrane placement the CRM percentage shall not fluctuate by more than 1 (one) percent by weight of total asphalt-rubber binder mixture.

The temperature of the asphalt cement and asphalt modifier mix (asphalt mix) shall be between 375° F and 440° F (190° C and 227° C) at the addition of the CRM. The asphalt mix and the CRM shall be combined and mixed together homogenously in the asphalt-rubber blending unit and reacted in the distributor or a reaction vessel for a minimum period of 45 minutes from the time the CRM is added to the asphalt mix. The temperature of the asphalt-rubber binder mixture shall be above 375 (190° C) during the reaction period but shall not exceed 425° F (219° C) at any time. Exceeding the 440° F (227° C) limit will be grounds for rejection of the affected binder material.

The asphalt-rubber binder shall meet the following criteria in Table #6, when the reaction is complete.

**Table #6**  
Specification Limits for Asphalt-Rubber Binder

Quality characteristic	Test method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–60
Resilience at 25 °C (% rebound)	ASTM D5329	18–50
Softening point (°C)	ASTM D36/D36M	55–88
Viscosity at 375 °F (Pa•s x 10 <sup>-3</sup> ) <sup>a</sup>	ASTM D7741/D7741M	1,500–2,500
a Prepare sample for viscosity test under California Test 388.		

The viscosity shall be conducted by using a hand held HAAKE VISCOMETER: Model VT-02 with rotor 1, 24mm in depth x 53mm in height, or equivalent. The reacted asphalt-rubber binder shall be maintained at a temperature of not less than 375° F (190° C) and not more than 425° F (219° C).

If any of the material in a batch of asphalt-rubber binder is not used with-in four hours after the reaction period is complete, heating of the material shall be discontinued. When the asphalt-rubber binder temperature cools below 375° F (190° C) and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed two (2). The binder material shall be uniformly reheated to a temperature of not less than 375° F (190° C). Additional scrap tire CRM may be added to the reheated asphalt-rubber binder and reacted for a minimum of 45 minutes and shall not exceed 10 percent of the total binder weight. Reheated asphalt-rubber binder shall conform to the requirements for blended asphalt-rubber.

**66-3.5 Asphalt-Rubber Binder Formula Submittals**

The asphalt-rubber supplier shall furnish to the assigned City Project Manager within 15 days of the Notice to Proceed, the asphalt-rubber binder formulation which shall contain the following information:

Asphalt Cement

- Source of Asphalt Cement
- Grade of Asphalt Cement
- Percentage of Asphalt Cement by total weight of asphalt-rubber mixture

Asphalt Modifier

- Source of Modifier
- Grade of Modifier
- Percentage of Modifier by total weight of asphalt-rubber mixture

Reclaimed Tire Rubber (CRM)\*

- Source of CRM

Grade of CRM  
Percentage of CRM by total weight of the asphalt-rubber mixture

High Natural Rubber (CRM)\*  
Source of CRM  
Grade of CRM  
Percentage of CRM by total weight of the asphalt-rubber mixture

*\*If CRM from more than one source is to be utilized, then the above information will be required for each type and source of CRM used.*

### **66-3.6 Application of Asphalt-Rubber Binder**

Asphalt-rubber binder material shall be applied only when the existing surface is dry and the atmospheric temperature is above 55° F (13° C) and rising. Generally, asphalt-rubber binder shall be blended only under the following conditions:

1. The pavement surface temperature shall be 55° F (13° C) and rising
2. The pavement surface is clean and dry
3. The wind conditions are not excessive
4. All of the construction equipment such as the asphalt-rubber distributor, aggregate spreader, and haul trucks loaded with cover material, rollers and brooms are in position and ready to commence placement operations.
5. Rain is not imminent.

The asphalt-rubber mixture shall be applied to the roadway immediately following mixing and reaction at a temperature of 385° F to 415° F (176°C to 231° C) at a rate of **0.55 to 0.65 gallons per square yard**. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the application has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. The use of paper may be discontinued if the Contractor chooses to squeegee the excess asphalt-rubber binder material at the transverse joints prior to the placement of the cover aggregate. All longitudinal joints shall not exceed a 12-inches (30 cm) overlap.

Distributor bar height, distribution, speed and shielding materials shall be utilized to reduce the effects of excess wind upon the spray distribution (fan). The Engineer shall delay or reschedule work when high gusting or dirty winds prevent or adversely affect asphalt-rubber binder or cover aggregate application.

The application of asphalt-rubber binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using pressurized hand wands or other means approved by the engineer. The contractor shall comply with all federal, State and Local environmental laws, regulations and ordinances including, but not limited to, air quality requirements.

### **66-3.7 Equipment**

All equipment utilized in the production and application of asphalt-rubber binder materials shall meet the requirements herein. Equipment shall include, but not be limited to:

An asphalt cement heating tank with a hot oil heat transfer system or a retort heating system capable of heating the asphalt cement and asphalt modifier to the proper temperature for blending with the CRM.

An asphalt-rubber mechanical blender shall have a two stage continuous mixing process capable of producing a homogenous blend of asphalt mix and CRM, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process.

The maximum capacity of the primary blending vessel shall be 500 gallons (1900 liters). Both the primary and secondary blenders shall be equipped with an agitation device orientated horizontally in the blending vessel. The blending unit shall be capable of fully blending the individual rubber particles with the asphalt cement. A separate asphalt cement feed pump and finished product pump are required. This unit shall have an asphalt cement totalizing meter in gallons and a flow rate meter in gallons per minute.

A trailer mounted self-powered distributor truck equipped with a heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt mix and CRM. It shall be equipped with a full circulating spreader bar and pumping system capable of applying asphalt-rubber material within  $\pm 0.05$  gallons per square yard tolerance of the specified application rate, and must achieve a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all the spray bar tips are in full view and readily assessable for unplugging, if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, a volume-measuring device, thermometer and shall also have a computer rate control (CRC) installed.

**66-4 Aggregate Cover Material (screenings)**

Aggregate cover material shall be immediately applied to the roadway surface after the application of the asphalt-rubber binder. The aggregate cover material shall be composed of adequate aggregate material pre-coated with PG asphalt binder.

**66-4.1 Material**

Aggregate shall be black or gray and composed of clean and durable crushed rock or crushed gravel conforming to the following requirements:

Precoated Screenings Acceptance Criteria		
Quality characteristic	Test method	Requirement

Los Angeles Rattler Loss (max, %) Loss at 100 revolutions Loss at 500 revolutions	California Test 211	10 40
Film stripping (max, %)	California Test 302	25
Cleanness value (min)	California Test 227	80
Durability (min)	California Test 229	52

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier prior to the preparation of the mix design to test the aggregate for stripping characteristics. All testing results shall be submitted to the assigned City Project Manager.

If the aggregate is to be crushed stone, it shall be manufactured from sound, hard, durable material of quality accepted by the City Engineer and crushed to specification size. All strata, streaks and pockets of clay, dirt, sandstone, soft rock or other unsuitable material accompanying the sound rock shall be discarded and not allowed to enter the crusher.

If the aggregate material is to be crushed gravel, it shall consist of hard, durable fragments of stone or gravel of accepted quality and crushed to specification size. All strata, streaks, pockets of sand, excessively fine gravel, clay or other unsuitable material including all stones, rocks and boulders of inferior quality shall be discarded and not allowed to enter the crusher. The crushing of the gravel shall separate the #4, 3/8, and 1/2 inch (4.75, 9, and 12 mm) sieves and shall have a minimum 95% of the particles with a minimum of one fractured face and 90% of the particles shall have a minimum of two fractured faces.

The crushed aggregate shall not contain more than 8% by weight of flat or elongated pieces and shall be free from wood, roots and vegetable or other organic extraneous matter. The crushed coarse aggregate shall have a percentage of wear not more than 10 at 100 revolutions and not more than 40 at 500 revolutions, as determined by California Test # 211.

Film Stripping will be determined according to California Test #302 and shall not exceed 25. Cleanness Value will be determined according to California Test #227 and shall have a minimum value of 80. The Durability will be determined according to California Test #229 and shall have a minimum value of 52.

The aggregate shall show no evidence of disintegration nor show a total loss greater than 12% when subjected to 5 cycles of the sodium sulfate accelerated soundness test specified in ASTM C88.

The crushed aggregate for asphalt rubber applications shall meet the requirements for gradation given in Table 7, when tested in accordance with ASTM C136.

Table #7  
Aggregate Gradation Requirements

<b>3/8 inch SAM (Strain Alleviating Membrane) &amp; SAMI (Strain Alleviating Membrane Interlayer) Aggregate Gradation</b>	
Sieve Size	Percent Passing
3/4 inch (15 mm)	100
1/2 inch (12 mm)	95-100
3/8 inch (9 mm)	70 - 85
1/4 inch (4.75 mm)	0 - 15
#8 (2.36 mm)	0 - 5
#200 (75 µm)	0 - 1

The aggregate shall be hot pre-coated with 0.5 to 1.0 percent of paving grade asphalt cement. The City Engineer shall determine the appropriate amount of pre-coat. The pre-coated aggregate shall have a “salt and pepper” appearance and when used hot shall be supplied to the project site at 250° F to 325° F (121° C to 162° C).

**66-4.2 Application of Aggregate Cover Material (Screenings)**

Aggregate cover material shall be applied immediately onto the asphalt-rubber binder, after application, at a rate of **28 to 40 pounds per square yard**. The actual amount selected within this range will be determined in the field based on the appearance of the SAM after initial rolling. At all times the application rate shall be kept to a minimum.

At the time of application, when using hot pre-coated aggregate, the temperature of the aggregate shall range from 225° F to 325° F (121° C to 162° C)

**66-4.3 Equipment**

Trucks for hauling the aggregate cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised, or have too short of a bed which results in aggregate spillage while dumping into the receiving hopper.

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the pre-coated aggregate to the front, and a full width spreading hopper. The spreader shall be in good mechanical condition and be capable of applying the aggregate cover uniformly across the spread width, and at the specified application rate. When utilizing the hot pre-coated aggregate, heat-treated belts should be installed on the spreader.

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. At the discretion of the Engineer, a non-auger baffle box may be used. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be designed

and operated so that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

#### **66-4.4 Rolling**

A minimum of three operational self-propelled pneumatic-tired rollers, and one steel-wheel roller, shall be used for the required rolling of the cover material. The pneumatic-tired rollers shall carry a minimum loading of 3,000 pounds (1361 kg) on each wheel at a minimum pressure of 90 pounds per square inch in each tire. Usage of the steel wheel roller should be based on the hardness value of the aggregate material.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass, and to accomplish the required embedment of the aggregate cover material. The first pass shall be made immediately behind the cover material spreader as the aggregate is being placed. If the spreading is stopped for an extended period, the cover material spreader shall move ahead or off to the side so that all cover material may be immediately rolled. Three complete passes with rollers shall be made with the pneumatic rollers for all streets. For arterials and collector streets, one pass with the steel wheel roller is required or to the satisfaction of the City.

At some project locations, or when production rates dictate, additional or fewer rollers may be utilized as directed by the engineer. At no time shall there be less than 3 (three) operational pneumatic-tired rollers and 1 (one) 12 to 14 ton operational steel wheel roller on the project.

#### **66-4.5 Sweeping**

The Contractor shall be responsible for sweeping and cleaning of the streets prior-to and after treatment.

The equipment used by the contractor for pavement cleaning and excess aggregate removal shall include a self-propelled rotary power broom, mobile pick-up broom or top dumping mobile pick-up broom

All sand used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by mechanical sweeping. All streets must be cleaned of any material to the satisfaction of the Engineer.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following sand removal. No additional compensation will be allowed for reapplication and removal of sand.

#### **66-5 Traffic**

Except when it is necessary that hauling equipment must travel on the newly applied SAM, traffic of all types shall be kept off the application until it has had time to set properly. The speed of the hauling equipment shall not exceed 15 miles per hour (24 kilometers per hour) when traveling over an application that has not had sufficient time to properly set.

#### **66-6 Payment**

Payment for the Asphalt-Rubber Chip Seal shall include full compensation for furnishing labor, materials, equipment, and incidentals, vegetation removal, sweeping, and all work involved in mixing, applying, and protecting the asphalt-rubber chip seal until it has set as shown on the maps, street lists, the standard

specifications, and these special provisions and as directed by the engineer. Asphalt-Rubber chip seal shall be measured and paid for by square yards on the work completed and accepted by the City of Visalia.

**SECTION 67 MICRO-SURFACING**

**67-1 General**

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide Micro Surfacing. Micro Surfacing shall consist of a mixture of an approved aggregate, polymer-modified emulsified asphalt, mineral filler, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Micro Surfacing shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

**67-2 Surface Preparation**

Micro-surfacing shall not be applied onto the roadway surface until 14 days minimum after the chip seal has been installed.

Immediately prior to applying the Micro Surfacing, the surface shall be cleared of all loose material, oil, debris, grease spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Micro Surfacing.

All utility covers, drain inlets, manholes, valve boxes, survey monuments and other service entrances shall be protected from the Contractors surfacing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other *methods approved* by the Engineer.

**67-3 Micro-Surfacing Material**

The micro-surfacing material for this project shall consist of the following:

- Aggregate
- Emulsified Asphalt
- Mineral Filler
- Specified Additives
- Water

**67-3.1 Aggregate**

The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be black or gray in color and clean and free from organic matter, other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Gradation Table – Aggregate (percent passing)

Sieve Size	Type II	Tolerance
3/8"	100	

No.4	94-100	+ or - 5%
No. 8	65-90	+ or - 5%
No. 16	40-70	+ or - 5%
No. 30	25-50	+ or - 5%
No. 50	18-30	+ or - 4%
No. 100	10-21	+ or - 3%
No. 200	5-15	+ or - 2%

- Resistance to Degradation (ASTM C131grading D) 20% maximum loss
- Soundness of Aggregate (ASTM C88) 15% maximum loss
- Sand Equivalent Value (ASTM D2419<sup>A</sup>) 55 minimum
- LA Abrasion (AASHTO T96) 20% maximum loss

The aggregate shall also comply with the following requirements:

<b>Micro-Surfacing Aggregate</b>		
Quality characteristic	Test Method	Requirement
Sand equivalent (min)	California Test 217	65
Durability index (min)	California Test 229	65
Percentage of crushed particles (min, %)a	California Test 205	95
Los Angeles Rattler Loss at 500 revolutions (max, %)b	California Test 211	35
a Crushed particles must have at least 1 fractured face.		
b California Test 211 must be performed on the aggregate before crushing.		

### 67-3.2 **Emulsified Asphalt**

The emulsion for Micro Surfacing shall be Emulsified Asphalt (CQS-1P) conforming to CDOT Table 702-12. The modified emulsion shall contain a minimum of 3% polymer, SBR latex, or natural latex by weight, with the following properties:

Test on Emulsion	Minimum	Maximum	AASHTO Test
Viscosity, Say bolt Furol, 25 C (77 F),s	15	90	T-59
Storage Stability Test, One day, %		1	T-59

Particle Charge Test	Positive		
Sieve Test, %(a)		0.3	T-59
Distillation:			
Oil distillate, by volume, %	-	.5	T-59
Residue by evaporation, %	62*	-	T-59
Test on Residue from Distillation:			
Penetration, 25 C (77 F), 100g (.22 lbs), 5s	40	90	T-49
Ductility, 25 C (77 F), 50 mm (2") / sec	50	-	T-51
Solubility in Trichloroethylene, %	97	-	T-44
Softening Point, Ring-and-Ball, C (F)	57.2 (135)	-	T-53

\*The standard distillation procedure shall be modified as follows:

The temperature on the lower thermometer shall be brought slowly to 350 F +/- 20 F and maintained at this point for 20 minutes. The total distillation shall be completed in 60+/- 5 minutes from the first application of heat.

### **67-3.3 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. Filler shall be of the specific type specified in the mix design.

### **67-3.4 Additives**

Additives may be used to accelerate or retard the break-set of the Micro Surfacing or to improve the resulting finished surface. The use of additives in the Micro Surfacing mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the Project Manager.

### **67-3.5 Water**

All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

### **67-4 Micro Surfacing Mix Design**

Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The manufacturer of the polymer modified emulsion shall develop the job mix formula and present certified test results for the Contractor's approval. Compatibility of the aggregate and polymer modified emulsified asphalt shall be certified by the emulsion manufacturer. The mix design shall be in accordance with the ISSA TB-136 Wet Track Abrasion Loss, Six Day Soak with a maximum loss of 75 grams/sf. The emulsion supplier shall also provide a base line of emulsion to the owner for testing of latex percentages. The Micro Surfacing mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
---------------	-------------	---------------

ISSA TB-113	Mix Time at 77°F	Controllable to 120 seconds Minimum
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak  Six-day Soak	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum  75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) Maximum
ISSA TB-147	Lateral Displacement  Specify Gravity after 1,000 Cycles of 125 lb (56.71 kg)	5% Maximum  2.10 Maximum
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum
ISSA TB-144	Classification Compatibility	11 Grade Points Minimum (AAA, BBA)

The City shall approve the design mix and all Micro Surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt	5.5% to 9.5% by dry weight of aggregate
Mineral Filler	0% to 3% by dry weight of aggregate Polymer
Based Modifier	Shall be a minimum of 3% solids content
Water (Potable)	As required to provide proper consistency

#### **67-5 Spreading Equipment**

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final 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 and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

#### **67-6 Application**

Micro surfacing shall be placed at a **rate of 20-32 lb/SY for Type II (Dry pounds per yard)**.

Micro surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Micro Surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The Micro Surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

If truck-mounted mixer-spreaders are used, keep at least 2 operational spreaders at the job site during placement. Approved hand squeegees, with burlap drags, shall be used to spread Micro Surfacing in areas not accessible to the Micro Surfacing spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

#### **67-7 Curing**

Areas receiving Micro Surfacing will be allowed to cure from one to three hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas which are damaged within 24 hours of application of Micro Surfacing, or prior to moving to new work locations, shall be repaired by the Contractor at his expense.

#### **67-8 Traffic**

Suitable methods shall be used by the contractor to protect the Micro Surfacing from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Micro Surfacing mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of Micro Surfacing.

#### **67-9 Clean Up**

All areas, such as manways, gutters and intersections, shall have the Micro Surfacing removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis. All plastic shall be removed from covers at the end of the project before traffic is opened to the public.

#### **67-10 Payment**

The Micro Surfacing shall be measured and paid for by the square yards on the work completed and accepted by the buyer. The price shall be full compensation for furnishing all materials; for preparation,

mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

**SECTION 68 SIGNAGE, STRIPING AND PAVEMENT MARKINGS**

**68-1 Painted Traffic Stripes & Pavement Markings**

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 46, "Traffic Stripes, signs, and Pavement Markings," of the City Standard Specifications and these special provisions. Traffic stripes and pavement markings shall be applied 2 weeks after the completion of the Cape Seal application.

Contractor shall submit a plan showing the locations of existing striping and pavement markings in sufficient detail to lay out the striping again after the resurfacing operations have been completed. This plan shall be submitted prior to Asphalt Rubber Chip Seal application.

After the Micro-Surfacing the contractor shall cat track the areas to be striped and request approval of the layout from city staff prior to re-striping the roadway.

Paint for traffic stripes and pavement markings shall conform to the following State Specifications:

<b>Paint Type</b>	<b>Color</b>	<b>State Specification No.</b>
Water-Based PTWB01	White, Yellow, and Black	PT-100VOC

Thinning of paint will not be allowed.

Black paint shall be required in the center for Detail 22.

The Contractor shall provide the Engineer with a Certificate of Compliance in conformance with the provisions of Section 6-1.07, "Certificates of Compliance." The certificate shall certify that the paint complies with the specifications

Where striping joins existing striping, 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.

Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 50° F when using water-based paint, when freshly painted surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below the aforementioned 50° F.

Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material.

Each coat of paint for any traffic stripe shall be applied in one pass of the striping machine, regardless of the number, widths and patterns of individual stripes involved.

Paint shall be applied in 2 coats approximately as follows:

Water-based paints @ square foot coverage per gallon:  
215sf/gal - 1st coat

215sf/gal - 2nd coat

Traffic stripes and pavement markings shall be free of runs, drag marks, stretch marks, and debris.

**68-2 Painted Traffic Stripes & Pavement Markings**

The approximate quantities of pavement marking and scripting replacement required for the project is measured in lump sum and shall match what was covered due to this project work. Below is a sample of the type of markings to be replaced.

"BIKE LANE" markers

"STOP" markers

"STOP AHEAD" markers

White Stop Lines

White Crosswalk Lines

Yellow Crosswalk Lines

White Bike Lane Striping (7501 of bike lane)

"Dashed" Yellow Centerline

"White Undulation" Striping (8 undulations, five 1 foot-wide stripes each)

"Dashed" White Striping

Solid White Striping

Solid Double Yellow Striping

It shall, however, be the responsibility of the Contractor to replace what was there before the work started, in accordance with these specifications all such markers and striping affected by the project regardless of variations from the above listing. No additional or lesser lump sum payment from that bid will be made. Full payment will be the lump sum bid.

**SECTION 69 RAISED PAVEMENT MARKERS**

**69-1 General**

Raised Pavement Markers shall be as specified in Section 47 "Raised Pavement Markers" of the Standard Specifications. As a part of this Contract the Contractor shall replace all raised pavement markers in the streets where the Cape Seal is applied on arterials and collector streets or as required. Contractor shall also install raised pavement markers in front of fire hydrants regardless of whether the marker was present or not prior to construction.

**69-2 Measurement and Payment**

Measurement and payment for installing Raised Pavement Markers will be made on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for

doing all the work involved therein as shown on the Plans, as specified in the Specifications, the Special Provisions, the Contract Documents, or as directed by the Engineer.

## **SECTION 80 DESCRIPTION OF BID ITEMS**

The bid item descriptions in this section are meant to provide a brief summary of the work included under each item. The Contractor shall refer to the Plans, Standard Specifications, Special Provisions, and other Contract Documents for the complete details and requirements for the work being performed under this contract.

### **80-01 Mobilization & Demobilization**

Payment for Mobilization & Demobilization shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in accordance with Section 11 “Mobilization & Demobilization,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to the following:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, staging yards, and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including, but not limited to permits and bond premiums and insurance premiums.

Demobilization shall consist of all closing work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals off the project site, and all other work and operations which must be performed to complete the project, including clean-up.

No additional payment will be made therefor.

### **80-02 Traffic Control**

Payment for Traffic Control shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 12 “Traffic Control; Construction Area Traffic Control Devices,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to, furnishing equipment, signs, devices, barriers, pavement markings, channelizers, flaggers as required, performing road closures and detours, temporary pavement installation and removal and disposal, temporary fences, securing approval of traffic control plans, traffic control plan design, notifications, providing convenient access to adjacent residences and businesses, and all devices required for the control of traffic as herein provided. No additional payment will be made therefor.

### **80-03 Portable Changeable Message Signs (PCMS)**

Payment for Portable Changeable Message Signs (PCMS) shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 12 “Traffic Control; Construction Area Traffic Control Devices,” of the Standard Specifications, Section 64-4.2 of these Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to, furnishing, transporting, installing, maintaining, and removing Portable Changeable Message Signs to the satisfaction of the City of Visalia. No additional payment will be made therefor.

### **80-04 Measure N Signage**

Payment for Measure N Signage shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing the respective work needed to install Measure N Signs in accordance with Section 12 “Traffic Control” of the Standard Specifications, Section 64-4.1 of these Special Provisions, the Contract Documents, and as directed by the Engineer

including, but not limited to, furnishing equipment, furnishing signs, installation, removal and salvaging of signs and associated work. No additional payment will be made therefor.

**80-05 Asphalt Rubber Chip Seal (3/8” Grading)**

Payment for Asphalt Rubber Chip Seal (3/8” Grading) shall be at the contract price paid by the square yard as shown on the bid item schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 27 “Bituminous Seals,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to, notification to the public, clearing the roadways, cleaning the roadway, preparing the roadway, spreading, placing, and curing the chip seal complete in place. If seals are being paid for by the square yard, the deductions listed in Caltrans Standard Specification Section 37 will still apply. No additional payment will be made therefor.

**80-06 Micro-Surfacing (Type II)**

Payment for Micro-Surfacing (Type II) shall be at the contract price paid by the square yard as shown on the bid item schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 27 “Bituminous Seals,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to, noticing the public, clearing the roadways, cleaning the roadway, preparing the roadway, spreading, placing, and curing the Micro-Surfacing complete in place. If seals are being paid for by the square yard, the deductions listed in Caltrans Standard Specification Section 37 will still apply. No additional payment will be made therefor.

**80-07 Striping and Pavement Markings**

Payment for Striping and Pavement Markings shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the signing, striping, and pavement marking work in accordance with Section 46 “Traffic Stripes, Signs, and Pavement Marking,” of the Standard Specifications, Section 68 of the Special Provisions, the Contract Documents, and as directed by the Engineer for providing all signing, striping and pavement marking, along the trail and roadways complete in place. No additional payment will be made therefor.

**80-08 Raised Pavement Markers**

Payment for Raised Pavement Markers shall be at the contract lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with Section 47 “Raised Pavement Markers,” of the Standard Specifications, Section 67 “Raised Pavement Markers” of the Special Provisions, the Contract Documents, and as directed by the Engineer for providing and installing Raised Pavement markers, complete in place. No additional payment will be made therefor.

## **STATE FUNDING REQUIREMENTS**

### **80-1 State Funding Requirements**

#### **80-1.1 Labor**

Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight (8) hours in a calendar day, to labor discrimination, and to employment of alien labor. **This project is prevailing wage.** See Section 7 “Legal Relations and Responsibility”, for all prevailing wage requirements.

No discrimination shall be made in the employment of persons within Public Works because of race, color, or religion of such persons and every Contractor for Public Works violating this section is subject to the penalties imposed for a violation of Chapter 1 of Part VII, Division 2 of the California Labor Code, in accordance with the provisions of Section 1735 of Said Code.

# APPENDIX A

## City of Visalia Labor Compliance Manual

# APPENDIX B

## State Prevailing Wages

# APPENDIX C

*RFB 25-26-33, FY 25-26 CAPE SEAL PROJECT*

# Cape Seal Map

## APPENDIX D

*RFB 25-26-33, FY 25-26 CAPE SEAL PROJECT*

# Cape Seal List