

TOWN OF ROSS

SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025)

TOWN PROJECT NO. 9040-45-SHADY

NOTICE TO CONTRACTORS INVITING BIDS

BID OPENING: April 14, 2026, 2:00 p.m.

PROJECT SUMMARY & ENGINEER'S ESTIMATE:

The Shady Lane Safe Routes to School Project (2025) consist of the following:

- Removal of portions of existing resin binder pedestrian pathway adjacent Shady Lane, between Southwood Ave and Bolinas Ave and replacing with 2" AC over 4" Class 2 AB.
- Dig-out and repairs of AC paving of indicated areas on Shady Lane.
- Type II Micro-Surfacing of entire length of Shady Lane (Lagunitas Rd to Bolinas Ave). Includes removal and replacement of pavement markings.
- Addition of Bike Sharrows symbols along the entire length of Shady Lane (Lagunitas Rd to Bolinas Ave).

All within the Town of Ross as indicated on the plans and these specifications.

The Town Engineer has estimated the total cost of this project to be
\$193,000 - Base Bid

TIME FOR COMPLETION:

30 WORKING DAYS

Standard Specifications for the Cities and County of Marin are available for reference at the County of Marin Public Works Department website.

SEALED BIDS will be received at the office of the Town Clerk, 31 Sir Francis Drake Blvd., Ross, California, 94957, until the hour of 2:00 p.m. on Tuesday, April 14, 2026 at which time they will be publicly opened and read.

Prepared under the direction of:

Richard Simonitch, Director of Public Works

NOTICE INVITING BIDS

TOWN OF ROSS - STATE OF CALIFORNIA

SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025) TOWN PROJECT NO. 9040-45-SHADY

SEALED BIDS will be received at the office of the Town Clerk, 31 Sir Francis Drake Blvd., Ross, California, 94957, until the hour of **2:00 p.m. on Tuesday, April 14, 2026**, at which time they will be publicly opened and read, for performing the following work:

The project generally involves the following:

- Removal of portions of existing resin binder pedestrian pathway adjacent Shady Lane, between Southwood Ave and Bolinas Ave and replacing with 2" AC over 4" Class 2 AB.
- Dig-out and repairs of AC paving of indicated areas on Shady Lane.
- Type II Micro-Surfacing of entire length of Shady Lane (Lagunitas Rd to Bolinas Ave). Includes removal and replacement of pavement markings.
- Addition of Bike Sharrows symbols along the entire length of Shady Lane (Lagunitas Rd to Bolinas Ave).
All within the Town of Ross as indicated on the plans and these specifications.

Bids shall be marked: "Bid of (Contractor) for SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025), Project No. 9040-45-SHADY", along with date and time of bid opening.

Bidders are hereby notified that provisions of the Labor Code of the State of California, regarding the prevailing wages shall be applicable to the work to be performed under this contract. Pursuant to Labor Code Section 1773 the general prevailing wage rates have been determined by the Director of the California Department of Industrial Relations and appear in the California Prevailing Wage Rates, copies of which are on file with the Town Clerk of the Town of Ross and are available to interested parties on request. Future effective wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but are not printed in such publication. Pursuant to SB 854, bidders must be registered with the California Department of Industrial Relations in order to be considered for this project.

Contractors are strongly encouraged to visit the site before bidding.

The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, and Chapter 1. Bidders are advised that if they intend to use a craft or classification not shown on the general wage determination, they may be required to pay the wage rate of that craft or classification most clearly related to it as shown in the general determinations.

Contractor shall have the responsibility to comply with applicable provisions of Section

1775.5 of the Labor Code for all apprentice occupations. In the event Contractor willfully fails to comply with the applicable provisions of Section 1775.5, Contractor shall forfeit as a civil penalty the sum of \$50.00 for each calendar day of non-compliance, which money may be withheld by Town pursuant to the provisions of Labor Code Section 1775.5.

Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the Town of Ross, by depositing securities of equivalent value to the retention amount in accordance with the provisions of Section 22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by the Director of Public Works whose decision of such valuation shall be final.

All Bidders shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

Any bidder or contractor not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Each bidder who has not done work similar in nature for the Town of Ross shall submit with this bid a statement setting forth his/her/its experience and business standing. Along with the statement, she/he/it shall list three or more projects that he/she/it has constructed, showing their original bid costs and overall costs when constructed, the names, addresses and current telephone number(s) of the owners of the said projects, whether the bidder has been a party to litigation or arbitration involving construction activities, the names and jurisdiction of all such litigation or arbitration and whether the bidder has ever filed for bankruptcy or become insolvent.

The Town reserves the right to reject any or all bids, or to accept only a portion of certain items of the bid or to waive any informalities in the bid.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

BY SUBMITTING A BID IN RESPONSE TO THIS NOTICE INVITING BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONTRACT, THE GENERAL CONDITIONS, THE SPECIAL CONDITIONS, THE REQUIRED INDEMNIFICATION OBLIGATION, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE ENDORSEMENTS AND CERTIFICATES EVIDENCING SAID INSURANCE.

If a bidder has any problems in understanding or accepting any of the terms and/or conditions specified in the bid documents, said bidder must contact the person whose name appears below at the below specified number within five (5) calendar days of bidder's receipt of the bid documents. Otherwise, it will be presumed that bidder agrees with, understands and has read all the bid documents specified above.

For questions regarding the project or the project documents, please contact Richard Simonitch by e-mail at rsimonitch@townofrossca.org. Any and all responses will be sent out via e-mail to all registered bidders.

Richard Simonitch
Director of Public Works, Town of Ross

PROJECT SPECIFICATIONS

PAY ITEMS OF WORK

Item No. 1 MOBILIZATION

Description

Mobilization shall conform to Section 9-1.16D, "Mobilization", of the State Specifications. If needed, temporary utility connections to any Contractor's facilities will be the responsibility of the Contractor and at no additional cost to the Town of Ross.

Mobilization shall include the furnishing and providing for regular maintenance of sanitary unit(s) on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Director of Public Works.

Mobilization shall also include daily cleanup of all debris or trash that is generated, and maintenance of the project area in a manner acceptable to the Engineer.

Payment

Full compensation for complying with the above provisions for mobilization including furnishing all labor, materials, equipment and incidentals, any temporary utility connections to Contractor's facilities, obtaining permits, locating existing utilities and for doing all work involved in mobilization as specified herein shall be considered as having been included in the price paid, and no separate payment will be made thereafter.

Item No. 2 SIGNS & TRAFFIC CONTROL

Description

A traffic control system shall be prepared by the Contractor in accordance with the provisions and details in the Caltrans "Manual of Traffic Controls for Construction and Maintenance Work Zones," the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications and submitted to the Engineer for review.

Prior to beginning the work, the Contractor shall submit a Traffic Control Plan. The Contractor shall schedule a traffic control review meeting with the Engineer to review said plan. Once the Engineer has approved the Contractor's Traffic Control Plan, the Contractor shall not deviate from the plan without the Engineer's written approval. Road closures shall not be permitted without the written approval by the Engineer.

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

The provisions of Standard Specifications Sections 7-1.03 & 7-1.04 regarding signs and other traffic control devices are hereby revised to provide that all signs and other warning devices (including construction and warning signs placed beyond the limits of work), shall be provided by the Contractor, and shall remain his property after the completion of the contract. The applicable sections of Section 7-1.03 "Public Convenience" and Section 12 regarding flagging costs are further revised to provide that all flaggers shall be provided by the Contractor at his expense. Flaggers shall be fluent in English and be properly equipped and trained in accordance with "Instructions to Flaggers," published by the California Department of Transportation.

The Contractor shall conform with the requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the "Uniform Signs Chart," issued by the California Department of Transportation, and shall furnish, erect, maintain and remove all necessary signs and devices during the length of this contract.

Construction area signs shall be double the minimum size required. The location of all construction area signs shall be verified with the Engineer prior to installation. Work shall be accomplished in such a manner as to provide access to all intersecting streets, driveways and adjacent parking areas whenever possible. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the Engineer in writing, at least seventy-two (72) hours in advance.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

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

As part of its efforts to offer the least possible obstruction and inconvenience to the public, the Contractor shall perform the following tasks:

All open excavations which are not actively involved in construction activity shall be adequately barricaded against entry by pedestrians, animals or motorized vehicles, and are the responsibility of the Contractor. Adequate barricades shall include, but is not limited to, double plated delineators, orange construction fencing, etc.

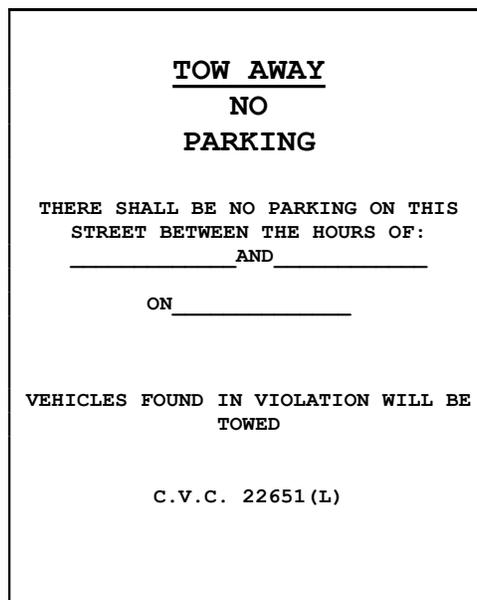
At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic. Such equipment shall be placed outside the clear zone, as described in the current version of the AASHTO roadside Design Guide, or properly shielded to protect traffic.

The Contractor shall hand deliver a written notice, approved by the Director of Public Works, to all residences and/or businesses fronting or affected by the Work location, and as may be indicated on the plans, detailing the scope and time schedule for upcoming Work. This notice shall be delivered five (5) calendar days prior to commencing Work.

A Traffic Control Plan and the written notice to residents shall be submitted to the Director of Public Works for approval a minimum of seven (7) calendar days prior to proposed commencement. Town to provide sample resident notification letter.

Streets/parking areas shall be posted with temporary "NO PARKING – TOWAWAY ZONE" signs. Seventy-two (72) hours prior to construction, the Contractor shall place barricades signed "NO PARKING - TOW AWAY - Specific Time and Date(s)" at 30 to 60 foot intervals in the work area. "NO PARKING" signs must also state "C.V.C. 22651 (L)." The first and last sign shall also be stenciled with the word "BEGIN" or "END" as appropriate to delineate the limits of the no parking area. See example below:

"NO PARKING - TOW AWAY" signs shall be submitted for approval by the Engineer prior to their use. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place. The Contractor shall provide "NO PARKING" signs and barricades.



For vehicles violating the parking restriction, the contractor shall contact the Ross Police to arrange for towing the vehicle(s). Work will not proceed if vehicles are parked in the proposed work area.

Payment

Full compensation for providing all labor, equipment and materials necessary for the removal of on-street parking shall be considered as included in the prices paid for Traffic Control System and no additional compensation shall be allowed.

Standard Specifications is amended to read: The cost of furnishing all flaggers will be solely by the Contractor.

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

Traffic control system required for work, which is classed as extra work, as provided in of the Standard Specifications, will be paid for as a part of said extra work.

Item No. 3 RESIN BINDER PATHWAY DEMOLITION

Description

The existing pathway was created using decomposed granite with a resin binder to stabilize it. The brand name is NaturalPAVE and was installed in 2009. It was installed in a 2" lift over a 4" AB section

Resin Binder Pathway, shown on the plans, shall be removed. Pathway removed shall become the property of the Contractor who shall make arrangement for disposal off site. Burying broken pathway material within the limits of the project will not be allowed.

Irrigation or other facilities (conduit) may be encountered during pathway removal. The Contractor shall exercise care in these areas and repair any damage done by their operations at no additional cost to the Town.

The contractor shall be responsible for the restoration of any landscaping damaged or destroyed as a consequence of the work involved in this section.

Payment

The contract price paid per square foot of Resin Binder Pathway Demolition shall include full compensation for furnishing all labor, materials, and tools; waste off-haul and disposal; and equipment and incidentals for doing all work, as shown on the plans, and as specified in these specifications and the special provisions and as directed by the Engineer.

Item No. 4 PATHWAY PREPARATION

Description

Where existing pathway was removed as shown on project plans, the underlying base shall be verified to be a minimum thickness of 4" below the finished surface elevation and compacted to a minimum of 90% relative compaction in preparation for Asphalt Concrete Pathway construction.

Contractor is responsible for all construction staking & layout as necessary.

If pathway demolition and removal also removed base rock, Class 2 AB shall be installed and compacted to produce a minimum 4" thick layer of compacted base rock.

Contractor is responsible for all compaction testing for the pathway base (per Caltrans requirements).

Any tree roots encountered larger than 1" diameter during pathway preparation shall be referred to the town arborist for recommendation. The Contractor is not responsible for the arborist's costs.

The contractor shall be responsible for the restoration of any landscaping damaged or destroyed as a consequence of the work involved in this section.

Payment

The contract price paid per square foot of Pathway Preparation shall include full compensation for excavating, compacting and grading the subbase in accordance with the project plans, and furnishing all base rock, labor, materials, tools, equipment, and incidentals for doing all work, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer.

Item No. 5 ASPHALT CONCRETE PATHWAY

Description

New asphalt concrete pathway, as shown on Project Plans, shall be installed as 2" thick Asphalt Concrete paving, 93% relative compaction

Contractor is responsible for construction staking & layout as necessary.

Contractor is responsible for all compaction testing for the pathway AC (per Caltrans requirements).

The contractor shall be responsible for the restoration of any landscaping damaged or destroyed as a consequence of the work involved in this section.

Asphalt Concrete shall conform to the provisions of Section 39, "Asphalt Concrete" of the Standard Specifications and these Special Provisions.

Asphalt Concrete Overlay shall include the resurfacing of traveled way as per the details and dimensions shown on the plans. Asphalt concrete shall be placed flush with the top surface of the pathway edging. Asphalt shall not be placed until the edging locations have been approved by the engineer.

Asphalt Concrete Paving shall be installed at location and dimensions shown on the plans.

Asphalt Concrete shall be Type "A", 3/8-inch Maximum, Medium Gradation, conforming to the requirements of Section 39-2 "Hot Mix Asphalt" of the Standard Specifications.

Asphalt Concrete shall be PG-64-16 performance graded asphalt.

The coarse aggregate shall contain 100% crushed rock. The percentage of crushed particles will be determined by Test Method of No. Calif. 205, except that no particle shall be considered a crushed particle unless it has three or more fractured faces, regardless of size.

Asphalt Concrete shall not be supplied from more than one mixing plant unless otherwise approved by the Engineer.

The Contractor shall furnish to the Engineer, at least ten (10) working days prior to the start of work, a list of his sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications, and a mix design for the asphalt concrete. The Certification of Compliance shall be signed by the material supplier or supplier's representative. It is the intent of these specifications that materials to be incorporated in the work must meet the requirements of these specifications after incorporation in the paved areas shown on the plans. The Contractor shall be responsible for all costs associated with the required mix design.

If not prepared specifically for this project, the mix design shall have been done within the last six (6) months.

The mix design shall indicate the percentage passing each sieve size, Optimum Bitumen Content (OBC), percent voids, stability and maximum theoretical unit weight at each asphalt content used to arrive at the recommended OBC.

At the OBC, the compacted mixture shall have the following properties:

Hveem Stability:	39 Minimum
Percent Voids:	3.5 Percent to 4.5 Percent

The Contractor shall submit to the Engineer samples of all materials to be used in the work for the purpose of determining specification compliance. The Engineer reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture.

During paving operations, the Town may take various field and plant tests for compliance with the approved mix. If it is found that the Asphalt Concrete mix being used does not comply with the approved mix, the paving operations shall cease until the plant supplying the Asphalt Concrete makes necessary corrections to bring the mix back into compliance. Any materials rejected by the Town shall be removed from the job site, at the Contractor's expense, and no additional payment will be allowed.

The Contractor shall notify the Engineer at least seventy-two (72) hours in advance of commencement of paving operations on any road.

Paint binder shall be SS-1 and shall be applied on existing pavement which has not received pavement reinforcing fabric and between layers of Asphalt Concrete. Paint binder shall be uniformly spread from a distributor truck by means of a horizontal spray bar. Hand-held spraying will not be allowed except in small irregular areas as permitted by the Engineer. The rate of coverage shall be as approved by the Engineer. Paint binder shall not be applied to a width greater than can be covered by the paving operation, nor greater than 500 feet in advance of the paving operation, unless authorized by the Engineer. Following the application of the paint binder, the surface of the roadway shall be closed to the use of public traffic. Care shall be taken to avoid tracking paint binder material on existing pavement surfaces beyond the limits of construction. Material so tracked shall be removed by the Contractor at Contractor's expense.

The Contractor shall furnish and use tarpaulins to cover all loads.

The Contractor shall pave in such a way as to minimize longitudinal cold joints. In no event shall longitudinal joints be allowed to remain at the end of the working day.

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assemble capable of distributing the material to not less than ten (10) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operation.

If the automatic screed controls fail to operate properly during the day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with an alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

Spreading, shoveling or raking Asphalt Concrete shall not leave irregular or segregated areas. The Contractor shall supply an appropriate number of qualified, experienced rakers and shovelers.

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum, having adjustable frequency and amplitude settings directly available to the operator during the operation. The roller shall be equipped with self-reversing eccentrics. The vibratory mode shall automatically shut off when machine direction is changed.

All exposed edges shall be compacted with a vibratory plate roller.

Asphalt Concrete shall be compacted to a minimum 93 percent of Maximum Theoretical Density as determined by American Society of Testing Materials (ASTM) D-2041.

The Town may retain a testing firm to monitor in-place compaction. Density will then be determined using a nuclear gauge.

The contractor shall be responsible for the restoration of any landscaping damaged or destroyed as a consequence of the work involved in this section.

Measurement

The quantity of Asphalt Concrete shall be determined from certified weigh master tickets delivered to and signed by the Engineer at the work site on the day of placement. The Engineer shall be supplied with a copy of each certified weigh ticket for the Engineer's records.

Payment

The contract unit price paid per TON of Asphalt Concrete shall be considered full compensation for furnishing all labor, materials and equipment necessary to complete the work as shown on the plans and specified herein.

No adjustment in the contract unit price for Asphalt Concrete shall be made for increases or decreases of less than 25 percent of the quantities set forth in the Schedule of Bid Prices.

Item No. 6 0.50' AC PAVEMENT DIGOUT & REPAIR

Description

Deteriorated areas of existing asphalt concrete (marked by the Engineer in the field) shall be removed to a depth of 0.50' below existing grade and plugged with asphalt concrete in conformance with Section 36.06 of the County of Marin Standard Specifications using Type "A", 1/2" maximum, medium, graded aggregate. Placement shall conform to Section 36.07 of the County of Marin Standard Specifications.

Any utility facility/feature (manhole, box or cover) within digout area shall be protected as necessary to prevent damage. At the end of repair, utility features shall be in similar (or better) height and orientation as it was prior to commencement of work.

Item No. 7 MICRO-SURFACING

Material

The micro-surfacing shall be composed of material as specified in Caltrans Standard Specifications Section 37-3.03 - TYPE II.

This work includes mixing a polymer modified cationic micro-surfacing emulsion (MSE), water, additives, mineral filler, and aggregate and spreading the mixture on pavement.

Contractor shall provide a mix design report of laboratory tests performed for the micro-surfacing materials.

Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color. The use of gray or light-colored aggregate will not be allowed.

Surface Preparation

Before application of micro-surfacing all painted and thermoplastic marking shall be removed by surface grinding, sandblasting, or other similar means. Any reflectors dots, and blue hydrant reflectors shall also be removed.

The full width of the street shall be cleaned of any mud, dirt or other materials that may interfere with bonding of the material to the asphalt.

Immediately before application of micro-sealing product the surface shall be thoroughly swept and then any remaining dust or debris blown away clear using high-pressure compressed air blowers.

Area of Application

The micro-surfacing shall be applied to the full width of the asphalt roadway, and to the length of roadway as determined by the Engineer. The area will be defined by the Town at the required pre-construction meeting. Micro-surfacing emulsion shall not be applied over any existing portland cement concrete, nor to any asphalt driveways unless specifically directed by the Engineer.

The minimum thickness of the micro-surfacing shall be 1/4" above the nominal surface of the existing underlying pavement. In areas of significant deformation an initial fast-curing leveling course may be installed using a small slurry box to fill depressions.

In general, it is required that the micro-surfacing be placed to the approximate limits shown on the plans. The Engineer will delineate the exact limits in the field. At intersections with recent resurfacing applications, new work shall meet existing as directed.

Sequencing

Work must be scheduled such that one lane of traffic is open to flagman- controlled two-way traffic at all times.

Placing

The micro-surfacing shall not be placed unless the pavement is dry, and the ambient air temperature is 55°F or higher, and the temperature is rising.

Hours of Placement

Preparatory work which does not require closing the street to public traffic may begin not earlier than 8:00 AM on weekdays. No work will be permitted on Saturday, Sunday or Holidays.

The street must be reopened to traffic not later than 4:00 PM. All work must cease not later than 5:00 PM.

A preconstruction meeting with the Engineer will be required. The meeting will be for the purpose of informing the contractor of traffic safety requirements.

Protection

Immediately before commencing the micro-surfacing operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

Traffic Delineators

The Contractor shall place temporary lane delineators and stop bars on the freshly placed micro-surface seal. Thermoplastic markings and reflectors shall not be placed until the micro-surface seal has cured to the City's satisfaction. Folding barricades or sandwich boards with stop signage shall also be placed at the edge of roadway until final pavement markings are installed.

Payment

Payment for micro-surfacing will be made at the unit price bid per square foot (Sq Ft) for the number of square feet of micro-surfacing applied by the contractor and accepted by the Town.

Price shall be considered full compensation for providing all labor, materials, tools, equipment, and incidentals, required for properly applying micro-surfacing.

Item No. 8 PAVEMENT MARKINGS

Description

All existing pavement markings and markers shall be removed from the pavement prior to placement of the slurry seal or micro-surfacing and replaced in kind with thermoplastic markings, after placement of the slurry seal or micro-surfacing. Temporary stop bars shall be provided if slurry seal is not placed on the same day that existing stop bars are removed. Contractor shall submit product information for approval.

Contractor is responsible for ensuring all pavement markings are replaced in exact locations they were removed from.

Install a blue reflector opposite each hydrant at the centerline of pavement.

Bicycle Sharrow Markings

All bicycle sharrow markings shall conform to the Caltrans SHARED ROADWAY BICYCLE MARKING detail as shown on the Caltrans Standard Plan A24C (latest edition) or as directed by the Engineer

Payment

Payment for removal and placement of thermoplastic traffic markings and plastic reflectors will be based on the Linear Foot (LF), Square Foot (SF), per Each (EA) or Lump Sum (LS) price bid for each bid item.

BIDDER'S PROPOSAL

TOWN OF ROSS

SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025)

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of California, doing business as* _____ to the TOWN OF ROSS (hereinafter called "OWNER").

In compliance with your Notice Inviting Bids, BIDDER hereby proposes to perform all WORK for the construction of SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025) in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party therein certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER shall begin within seven calendar days of the Notice to proceed, or as agreed upon in writing with the TOWN, and to fully complete the WORK within the specified working days. BIDDER further agrees to pay as liquidated damages, the sum of \$500 (COST OF LIQUIDATED DAMAGES) for each consecutive working day thereafter as provided in Section 8-1.10 of the state standard specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

ADDENDUM #1 – Dated _____

ADDENDUM #2 – Dated _____

ADDENDUM #3 – Dated _____

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum prices stated on the attached BID SCHEDULE.

* Insert "a corporation" or "a partnership" or "an individual" as applicable.

BID SCHEDULE

NOTE: Bids shall include sales tax and all other applicable taxes and fees. Bid items are to include all materials and labor required for installation including footings, fasteners, hardware, connectors, etc.

SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025)

Item	Description	Unit	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1	\$	\$
2	Signs & Traffic Control	LS	1	\$	\$
3	Resin Binder Pathway Demolition	SF	3750	\$	\$
4	Path Preparation	SF	3750	\$	\$
5	2" Asphalt Concrete (HMA) Pathway	TON	46	\$	\$
6	0.05' AC Pavement Dig-out & Repair – Shady Lane (11 locations)	SF	1,753	\$	
7	Micro Surfacing – Shady Lane	SF	68,000	\$	\$
----	Pavement Markings – Shady Lane	----	----	----	----
8a	Remove & Replace STOP legend, Caltrans Standard Plan A24D (7 locations)	SF	154	\$	\$
8b	Remove & Replace STOP bar, 12" wide White (8 locations, length varies)	LF	87	\$	\$
8c	Remove & Replace Crosswalk stripe, 12" wide White (2 locations)	LF	124	\$	\$
8d	Remove & Replace Crosswalk stripe, 12" wide Yellow (1 locations)	LF	117	\$	\$
8e	Remove & Replace Continental Crosswalk, 2' x 12' White stripes (1 location – 5 stripes)	SF	120	\$	\$
8f	Remove & Replace Double Yellow Center Line, Caltrans Detail 21	LF	2536	\$	\$
8g	Remove & Replace Fog Line, 6" wide White, Caltrans Detail 27B	LF	20	\$	\$
8h	Shared Roadway Bicycle Marking, Caltrans Standard Plan A24C (? Locations)	EA	18	\$	\$
8i	Remove and Replace Caltrans Detail Blue reflector at Fire hydrant	EA	5	\$	\$

TOTAL – BASE BID	\$
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Note:

1. The contract award will be based solely on the "Total Base Bid".
2. All items include installation/construction and/or removal as necessary.
3. The Town of Ross reserves the right to delete any or all of the Items without adjusting the remaining quoted unit prices.

Respectfully submitted:
(Please type or print)

Signature

Address

Title

Date

License Number (if applicable)

Telephone Number

SEAL - if BID is by a Corporation

attest

EXPERIENCE AND FINANCIAL QUALIFICATIONS

TOWN OF ROSS

SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025) TOWN PROJECT NO. 9062-66

The following statement as to experience and financial qualifications of the Bidder are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

The Bidder has been engaged in the contracting business under the present business name for ____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder currently holds a valid Class A or C-27 Contractor's License issued by the Contractors' License Board under the provision of Chapter 9 of Division 3 of the Business and Professions Code of the State of California.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name any and all exceptions and reasons therefore).

In the last 10 years, have you or your firm been a party to an arbitration, lawsuit or any other proceeding involving work that you or your firm performed? yes _____ no_____.

If so, please provide the following information as to each such proceeding:

- (1) the name, address and telephone numbers of all parties to the proceeding;
- (2) the general nature of the claims being made against or by your firm;
- (3) the outcome of the proceeding.

Have you or your firm ever requested payment of more money than any of your clients have been willing to pay?

yes _____ no _____

As to each such request, please state:

- (1) the name, address and telephone number of the client;
- (2) the amount and nature of your claim;
- (3) the nature of the client's position;
- (4) the outcome of your claim.

LIST OF CONTRACTS SATISFACTORILY COMPLETED IN THE LAST THREE YEARS:

The following contracts have been satisfactorily completed in the last three years for the person, firm, or authority indicated, and to whom reference is made: (Name five contracts.)

Year	Type of Work	Contract Amount	Location	Reference Name, and Phone Number

BID BOND

**[NOTE:
Bidders must use this form; use of any other bond form may render a bid non-responsive.]**

TOWN OF ROSS

**SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025)
TOWN PROJECT NO. 9062-66**

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF ROSS ("Town"), a municipal corporation located in the County of Marin, State of California, has received a Proposal from

_____, hereinafter designated as Principal, whereby Principal agrees to enter into a Contract with the Town for the improvements more particularly described in all documents forming the complete Contract entitled " SHADY LANE SAFE ROUTES TO SCHOOL PROJECT (2025), TOWN PROJECT NO. 9062-66", which said complete Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said Proposal, provided that if said Principal fails or refuses to enter into said Contract, the Surety of this bond will pay the Town the amount hereinafter set forth.

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the Town of Ross in the penal sum of \$_____, lawful money of the United States, being not less than ten percent (10%) of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to enter into said Contract, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

- (a) If said Proposal shall be rejected, or in the alternative;
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all

persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Town may accept such Proposal; and said Surety does hereby waive notice of any such extension.

PROVIDED FURTHER, that no final settlement between the Town and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

(SEAL)

PRINCIPAL

By: _____

Title:

SURETY

By: _____

Title:

(Address of Surety)

**AGREEMENT BETWEEN THE TOWN OF ROSS AND
CONTRACTOR
FOR SHADY LANE SAFE ROUTES TO SCHOOL PROJECT
(2025)**

This Agreement is entered into on _____, 2026 (the "Effective Date"), between _____ ("Contractor") and the TOWN OF ROSS ("Town"). For and in consideration of the payment to be made to Contractor, as hereinafter provided, Contractor shall perform all work specified below in accordance with all the provisions of this Agreement, consisting of the following documents, which comprise the entire agreement between the Town and Contractor, concerning the work, herein:

Agreement Title Pages
Contractor License Certification
Exhibit A General Conditions
Exhibit B Pricing and Proposal Data
Exhibit C Technical Specifications

1. **WORK TO BE PERFORMED:** Except as specified elsewhere in this Agreement, Contractor shall furnish all labor, materials, chemicals, tools, supplies, equipment, transportation, technical and professional services and supervision, and perform all operations necessary and required to satisfactorily perform the work specified herein, all in accordance with the specifications contained herein.
2. **COMPENSATION:** As full consideration for satisfactory performance by Contractor of this Agreement, the Town will pay Contractor compensation in the unit prices or lump sum prices for a total amount of **###,###.##** (## Thousand ## Hundred ##Dollars and ## Cents) in accordance with the prices set forth in Exhibit B, Pricing and Proposal Data, and with the payment provisions of this Agreement.
3. **TERM OF PERFORMANCE:** Time is of the essence for this Agreement. Contractor agrees to complete all work within the working days specified, commencing within five days from receipt of the Notice to Proceed.
4. **AUTHORIZATION:** Both the Town and Contractor do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute Agreements for that party.
5. **REPORTING REQUIREMENTS:** If Contractor is an individual or sole proprietor, Contractor must furnish its Social Security Number (SSN). If Contractor is a corporation or partnership, Contractor must furnish its Federal Employer Identification Number (FEIN). Complete the Taxpayer I.D. Number section below.

6. LIQUIDATED DAMAGES: Contractor agrees to pay liquidated damages to the Town at the rate of \$500 per calendar day under conditions defined the Bidder's Proposal.

In witness whereof, the Town and Contractor have executed this Agreement on the date first above written.

If checked, Contractor shall complete the Contractor License Certification, attached hereto, giving the number, classification, and date of expiration of such license.

CONTRACTOR

By: _____

Name Printed: _____

Title: _____

Date: _____

Taxpayer I.D.:

SSN ____ - ____ - _____

FEIN ____ - _____

TOWN

By: _____

Date: _____

CONTRACTOR LICENSE CERTIFICATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is _____, and the classification of said license is _____, and the said license expires _____.

Company Name

Business Address

By: _____
Authorized Signature

Type or Print Name

Title

Dated: _____

Corporate Seal
If Contractor is a Corporation)

State of Incorporation:

EXHIBIT A

AGREEMENT GENERAL CONDITIONS

GC-1 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of the Town in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any sub-agreement awarded by Contractor shall create any Agreemental relationship between any such subcontractor and the Town. Contractor shall perform all work in accordance with its own methods subject to compliance with the Agreement.

GC-2 LAWS

This Agreement shall be in accordance with the laws of the state of CALIFORNIA. Parties further stipulate that this Agreement was entered into in the state of CALIFORNIA and the state of CALIFORNIA is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which in any manner affect those engaged or employed on any work, or the materials and equipment used in any work, or in any way affect the performance of any work, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the Agreement.

If any discrepancy or inconsistency should be discovered between the Agreement and any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the Town. Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions of this article.

- A. Special attention is directed to Part 7, Chapter 1, Article 2, Sections 1770 et. seq. of the Labor Code of the State of California.
- B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this Section is subject to all the penalties imposed for violation of this Chapter.

- C. Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.
- D. Contractor shall comply with Sections 12101 through 12901 of Title 22, California Administrative Code. Contractor shall warn all persons at the work site of their exposure to chemicals known to the state to cause cancer or birth defects or other reproductive harm. Contractor shall be responsible for compliance by its subcontractors with this Article.
- E. Contractor stipulates and agrees that pursuant to the provisions of Labor Code, Sections 1810 through 1815, eight (8) hours labor shall constitute a legal day's work, and no

worker shall be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided for under Section 1815. Nothing in this provision shall be construed to relate to wage determination or in any way affect Agreemental provisions related to compensation.

Notwithstanding the Labor Code provisions set forth above, pursuant to Labor Code, Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted provided that compensation shall be made for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

- F. Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Agreement pursuant to Section 22300 of the California Public Agreements Code.
- G. Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under the Agreement.

GC-3 PERMITS AND TAXES

Contractor shall, unless otherwise provided elsewhere in the Agreement, at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the Agreement, and shall give all public notices necessary for the lawful performance of the Agreement.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the Agreement, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Town from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

GC-4 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the Town and all its officers, agents, servants, employees and any other Town representatives, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, consequential damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature whether arising before or after final acceptance of the work hereunder and 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, omission, fault, or negligence whether active or passive of Contractor, or of anyone acting under its direction, control, or on its behalf including subcontractors in connection with or incident to the performance of this Agreement without limiting the generality of the foregoing, the same shall include injury to or death of any person or persons and damage to any property, regardless of where located, including without limitation the property of the Town, Contractor's employees, and all other persons. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the active negligence or willful misconduct of the Town or its officers, agents, servants, employees, or any other Town's representative.

Contractor shall include in each agreement with each of its subcontractors at all tiers, a provision requiring that the subcontractor indemnify the Town as stated in this Article.

GC-5 SUBAGREEMENTS

No subcontract shall be entered into and Contractor shall not substitute any person as subcontractor in place of a subcontractor so listed in the Agreement provided that the Town, at its discretion, may consent to a subcontractor substitution. No subcontracts at any tier shall relieve Contractor of any of its liabilities or obligations under the Agreement, and Contractor agrees that it is fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them in the performance of the Agreement.

Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and the Town.

GC-6 TERMINATION

The Town may, at its option, cancel and terminate the Agreement in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such cancellation and termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor and the Town, the Town shall pay Contractor all amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.

Said termination shall be without prejudice to any other remedies available to the Town.

GC-7 SAFETY

In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. Contractor shall, at all times, keep the premises occupied by it and access to such premises in a neat, clean, and safe condition. This requirement shall apply continuously and not be limited to normal working hours.

All work and materials shall be in strict accordance with all applicable state, Town, county, and federal rules, regulations, and codes, and attention is drawn to the requirements of OSHA.

Contractor is hereby informed that work on this Project could be hazardous. Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

GC-8 WARRANTY

Contractor warrants that the work performed pursuant to the Agreement shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the specifications, drawings, samples, and other descriptions set forth in the Agreement. Contractor warrants all equipment and materials furnished by it and all work performed by it under the Agreement against defective design (unless furnished by the Town), materials, and workmanship for a period of one (1) year from and after final acceptance regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors or suppliers of any tier.

GC-9 SUBMITTALS

Contractor shall submit within the time specified at its own expense all shop drawings and supporting data, catalogs, and schedules, and these shall be submitted as the instruments of Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet all of the requirements of the Agreement while conforming to structural, space, and access conditions at the point of installation. Contractor shall check all submittals before submitting them to the Town.

GC-10 LIENS

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, Contractor shall at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Town shall have the right to retain from any monies

payable to Contractor an amount which, in the Town's sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

GC-11 BONDS AND INSURANCE

- A. Contractor shall, prior to the execution of the contract, furnish two bonds in a form approved by the Town, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished.

Additionally, Contractor shall, prior to the execution of the contract, furnish bond in a form approved by the Town, in the amount of Ten Percent (10%) of the contract price to protect the Town against the results of defective materials or workmanship for a period of 1 year after completion and acceptance.

- B. Contractor shall, at its expense, procure and maintain insurance in insurance companies with a Best's Insurance Rating of A:VII or better on all of its operations under this Agreement for the duration of the work and the warranty period as follows:

1. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employers Liability Insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 each employee for bodily injury by disease.

The insurer shall waive all rights of subrogation against the Town, its officers, directors, and employees.

If there is any risk of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under other laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

2. General Liability Insurance. Contractor shall carry general liability insurance in any combination of primary, excess or umbrella insurance, covering all operations by or on behalf of Contractor for the limits of liability not less than \$1,000,000 per occurrence. If the policy has a general aggregate limit, the aggregate limit shall apply separately to this project.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001. Contractor's coverage shall be "occurrence" coverage and not "claims made" coverage. Coverage shall include, or be endorsed to include, coverage for personal injury liability

assumed under Agreement. The policy shall also include liability arising out of the use and operation of any Town-furnished equipment by Contractor, its personnel and others.

The Town, its officers, directors and employees shall be named as additional insureds on Contractor's policy by a policy provision or endorsement providing coverage at least as broad as Insurance Services Office "Additional Insured - Owners, Lessees or Contractors (Form B) endorsement Number CG 2010."

The required additional insured coverages for the Town, its officers, directors, and employees shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by the Town shall be excess only and shall not be called upon to contribute with Contractor's insurance.

3. Automobile Liability Insurance. Contractor shall carry Automobile Liability Insurance in any combination of primary, excess or umbrella insurance, provided the coverage is at least as broad as the liability coverage of Insurance Services Office Business Automobile Liability, Symbol #1 "any auto" (form number CA 0001), in an amount not less than \$1,000,000 per occurrence. The policy shall also include liability arising out of the use and operation of Town-furnished vehicles by Contractor, its personnel and others.

The Town, its officers, directors and employees shall be named as additional insureds on Contractor's policy by a policy provision or endorsement providing coverage at least as broad as Insurance Services Office "Additional Insured - Owners, Lessees or Contractors (Form B) endorsement Number CG 2010."

The required additional insured coverages for the Town, its officers, directors, and employees shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by the Town shall be excess only and shall not be called upon to contribute with Contractor's insurance.

C. The following provisions shall also apply:

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the Town.
2. Contractor shall furnish the Town with original, signed certificates and original, signed amendatory endorsements effecting coverage required by this clause, and all such certificates and endorsements are to be received and reviewed by the

Town before any work is commenced hereunder by Contractor. The certificates and amendatory endorsements shall be signed by an individual who is authorized to bind the insurer.

3. Amendatory endorsements to be furnished to the Town include:
 - a. The policy provision or the additional insured endorsement adding the Town, its officers, directors, and employees. If coverage for the Town is written as a separate Owners and Contractors Protective Liability policy, the complete, original policy shall be provided.
 - b. The policy provision stating that such insurance applies as primary insurance and will not call upon other insurance or self-insurance maintained by the Town for contribution.
 - c. Thirty (30)-day cancellation notice to the Town.
4. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.
5. All insurance correspondence, notices, certificates, and endorsements from the insurance carriers shall each separately reference "All Town Operations" or "All Town Projects."
6. In the event Contractor fails to comply with this Section, the Town may take such action as the Town deems necessary to protect the Town's interest. Such action may include but is not limited to termination of the Agreement, withholding of payments, or other actions as the Town deems appropriate.

GC-12 PAYMENTS

Contractor will be paid within thirty (30) calendar days after the Town receives the invoice(s) and all required supporting documentation. Payment will be made by the Town provided that the work is satisfactory and accepted by the Town and that the Agreement is free of all liens and encumbrances.

**** If \$5,000 or more, include the following two paragraphs**

The Town will retain five percent (5%) of the invoiced work done as part security for the fulfillment of the Agreement by Contractor. At any time after fifty percent (50%) of the value of the total work has been exceeded, and if the Town finds that satisfactory progress is being made and so recommends, the Town may reduce the total amount to be retained from payments. However, at no time shall such retention be established at less than five percent (5%) of the total estimated value of said work and materials. Any reduction in retention is discretionary and may at any time be again increased to the maximum limits otherwise specified.

GC-13 COOPERATION WITH OTHERS

The Town, other Contractors, and other subcontractors may be working at the site during the performance of this Agreement, and Contractor's work may be interfered with as a result of such concurrent activities. The Town reserves the right to require Contractor to schedule the order of performance of its work in such manner as will minimize interference with the work of any of the parties involved, at no extra cost to the Town.

Contractor may elect to have funds that the Town would otherwise withhold from progress payments deposited in an escrow account in accordance with Section 22300 of the California Public Agreements Code. Contractor shall make a written request to the Town.

EXHIBIT B

PRICING AND PROPOSAL DATA

The total compensation to be paid to Contractor for the services described in Bidder's Proposal and covered by this Agreement shall be in the unit prices or lump sum prices stated in the Bid Schedule for a total amount of **###,###.##**. No adjustments to this cost shall be allowed unless authorized by Town representative in writing.