

AGENDA

CITY OF PLYMOUTH

City Council

SPECIAL MEETING

AMENDED PACKET

WEDNESDAY, SEPTEMBER 23, 2026

Council Chambers
9426 Main Street, Plymouth, California



Don Nunn, Mayor

Holger Hornisch, Vice Mayor

Wendy Cranford, Council Member

Wendy Bottomley, Council Member

Deborah Dill, Council Member

PLEASE NOTE: The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on the agenda. **Members of the public who wish to speak may be subject to a three (3) minute maximum time limit when addressing the Council, and/or the City may require speaker identification sheets be submitted to the City Clerk prior to being called upon by the Mayor to provide public comment.**



**CITY OF PLYMOUTH CITY COUNCIL
SPECIAL MEETING AGENDA **AMENDED**
Wednesday, September 23, 2026
6:30 PM**

City Council Chambers - 9426 Main Street - Plymouth, CA

In-person participation by the public is permitted. Alternatively, remote/electronic public participation is available in one of the following ways:

City of Plymouth's City Council Zoom Meeting

Meeting ID: 917 0758 7704 **Security Passcode:** 265486

Invite Link <https://zoom.us/j/91707587704?pwd=ISbYck0hv8hecX31Zk8BRXBoETHMcn.1>

Members of the public not attending in-person may submit written comments prior to the meeting by emailing comments to the City Clerk at vmchenry@cityofplymouth.org before 3:30 PM on the day of the meeting. Emailed public comments will be distributed to the City Council and made part of the official record.

Don Nunn, Mayor

Holger Hornisch, Vice Mayor

Wendy Bottomley, Council Member

Wendy Cranford, Council Member

Deborah Dill, Council Member

MISSION STATEMENT

The City of Plymouth preserves our small-town atmosphere and provides fiscally responsible services that fulfill public needs while protecting their quality of life.

1. CALL TO ORDER/ROLL CALL:

- Roll Call
- Pledge of Allegiance

2. APPROVAL OF CITY COUNCIL SPECIAL MEETING AGENDA OF SEPTEMBER 23, 2026

3. SPECIAL MEETING PUBLIC COMMENT

Under provisions of the Government Code, citizens wishing to address the Council for any matter on the agenda may do so at this time. Please submit a completed Speaker Submittal Form to the City Clerk. Comments are limited to three minutes or less and speakers are requested to state their name and community of residence. For public comments on agenda items, speakers will be called by the Mayor at the point on the agenda when the item will be heard. The City Council is prohibited from materially discussing or acting on any item not on the agenda unless it can be demonstrated to be of an emergency nature or an urgent need to take immediate action arose after the posting of the agenda.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS: NONE

5. CONSENT CALENDAR ITEMS:

5.1 CORRESPONDENCE

5.2 APPROVE THE REGULAR MEETING MINUTES OF SEPTEMBER 10, 2026

6. PUBLIC HEARINGS: NONE

7. SPECIAL MEETING AGENDA ITEMS:

7.1 CONSIDERATION OF REJECTION OF BID FOR THE OLD SACRAMENTO ROAD REHABILITATION PROJECT AND DIRECTION REGARDING COOPERATIVE ROADWAY IMPROVEMENTS

- 7.2 DISCUSSION AND POSSIBLE ACTION TO REDESIGNATE ADMINISTRATIVE ANALYST/DEPUTY CITY CLERK POSITION TO ADMINISTRATIVE ANALYST II POSITION AND APPROVE UPDATED JOB DESCRIPTION FOR ADMINISTRATIVE ANALYST II POSITION; INTRODUCTION AND FIRST READING OF ORDINANCE 2026-04 AMENDING PLYMOUTH MUNICIPAL CODE SECTION 18.03.030 CLARIFYING CITY CLERK'S ROLE IN ENVIRONMENTAL REVIEW PROCESS
- 7.3 DISCUSSION AND POSSIBLE ACTION TO APPROVE TOT REQUEST FOR THE CHRISTMAS MARKET FOR UP TO \$3,000
- 7.4 REVIEW AND ADOPT RESOLUTION 2026-19 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
- 7.5 DISCUSSION AND POSSIBLE ACTION TO ADOPT UPDATED SALARY SCHEDULE FOR CITY EMPLOYEES

8. CITY MANAGER REPORT

9. MAYOR & COUNCIL MEMBERS' REPORTS AND COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

10. CLOSED SESSION:

10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APNs 008-070-036, -037, -038, -039, and -040

Agency Negotiators: Cameron Begbie (City Manager) & Frank Splendorio (City Attorney's Office)

Negotiating Parties: Sutter Home Winery

Terms Under Negotiation: Price and Terms of Payment

11. ADJOURNMENT

LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:

Applicants, parties, and their agents who have made campaign contributions totaling more than \$500 (aggregated) to a Council Member over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Council Member(s). The

disclosure may be made either in writing to the City Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.

The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.

ADDITIONAL INFORMATION

Public documents related to an item on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the City Clerk's office located in Plymouth City Hall and at the time of the meeting. Persons interested in proposing an item for the City Council Agenda should contact a member of the City Council, or the City Manager.

NOTICE:

As presiding officer for this meeting, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disruptive conduct, and to enforce the rules of the Council.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (209) 245-6941 prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Victoria McHenry, City Clerk for the City of Plymouth, declare that the foregoing agenda for the September 23, 2026, Special Meeting of the Plymouth City Council was posted and available for review on September 22, 2026, at the City Hall of the City of Plymouth, 9426 Main Street, Plymouth, California, 95669. The agenda is also available on the city website at cityofplymouth.org.

Signed at Plymouth, California

//s//

Victoria McHenry City Clerk

3

PUBLIC COMMENT

4

**PRESENTATIONS
PROCLAMATIONS
APPOINTMENTS**

5.1

CORRESPONDENCE

DATE: September 10, 2026

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S (PG&E) RATE CHANGE REQUEST
FOR ITS 2026-2030 ELECTRIC PROGRAM INVESTMENT CHARGE (EPIC) INVESTMENT PLAN
APPLICATION TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) A.26-08-015**

What is Being Requested?

The EPIC Program supports research, development and demonstration of new technologies that help provide safe, reliable, affordable and environmentally sustainable energy for electric customers.

PG&E is requesting an additional \$8.342 million in funding for its EPIC 5 Investment Plan to support research and projects that advance new energy technologies and help California move toward a more affordable and equitable clean energy future.¹ The EPIC Program funds early-stage technologies that benefit customers. These projects can lead to new tools that increase system capacity, extend the life of equipment and help keep rates lower for all customers.

Direct Access (DA) and Community Choice Aggregation (CCA) customers receive electric transmission, distribution and select Commission-ordered services from PG&E. If this application is approved, on average, rates for services provided by PG&E to these customers would increase by 0.01% compared to current rates. DA providers and CCAs set their own generation rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

How Would This Impact the Typical Residential Customer?

If the request is approved, a typical residential customer using 500 kWh per month would see a rate increase of approximately \$.02 per month. The actual impact will vary based on usage, baseline territory and other factors.

Additional Information

You can read more about the utility's request and make public comment by visiting apps.cpuc.ca.gov/c/A2608015. For questions about participating in CPUC matters, you can contact the Public Advisor's Office at Public.Advisor@cpuc.ca.gov, 1-866-849-8390, or 505 Van Ness Ave., San Francisco, CA 94102. Please reference A.26-08-015 in any communication with the CPUC.

Questions About the Request

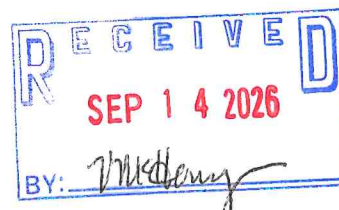
Detailed rate information will be sent directly to customers in a bill insert in September 2026.

If you have questions about PG&E's request, please contact PG&E at **1-800-743-5000**. For TTY, call **711**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
EPIC 5 Investment Plan Application (A.26-08-015)
P.O. Box 1018
Oakland, CA 94604-1018

Message paid for by customers.



¹ This program is funded by California utility customers under the auspices of the California Public Utilities Commission. CPUC Decisions D. 21-11-028 and D.26-02-037 allow all EPIC Administrators to propose increasing their EPIC 5 (2026-2030) budgets by the rate of inflation, as calculated using the California Department of Finance's California Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) method. D.26-02-037 requires EPIC Administrators to return program interest from their EPIC budgets to customers annually and return unspent and unencumbered funds to customers at the end of each program cycle.

5.2



**CITY OF PLYMOUTH CITY COUNCIL
REGULAR MEETING MINUTES **DRAFT**
Thursday September 10, 2026
6:30 PM**

City Council Chambers - 9426 Main Street - Plymouth, CA

Don Nunn, Mayor

Holger Hornisch, Vice Mayor
Wendy Cranford, Council Member

Wendy Bottomley, Council Member
Deborah Dill, Council Member

MISSION STATEMENT

The City of Plymouth preserves our small-town atmosphere and provides fiscally responsible services that fulfill public needs while protecting their quality of life.

- 1. CALL TO ORDER/ROLL CALL:** Called to order at 6:30pm
- COUNCIL MEMBERS' PRESENT:** Don Nunn, Holger Hornisch, Wendy Bottomley, Wendy Cranford
- COUNCIL MEMBERS ABSENT:** Deborah Dill
- STAFF/ADVISORY PRESENT:** Cameron Begbie, City Manager, Andy Heath, Finance Director (attending via Zoom), Victoria McHenry, City Clerk, Jacob Smith, Audio/Video Technician, Ricky VanDyke, City Accountant
- STAFF/ADVISORY ABSENT:** Andreas Booher, City Attorney

Flag Salute led by Mayor Nunn

2. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OF SEPTEMBER 10, 2026

Vice Mayor Hornisch motioned to approve the City Council Regular Meeting Agenda for September 10, 2026, as presented. Second by Council Member Bottomley. Motion passed with a roll call vote of 4-0-1, with Council Member Dill absent.

3. REGULAR MEETING PUBLIC COMMENT

Rosemarie Moody stated the Tapco signs stating that the lights are not flashing consistently. She also mentioned she saw a car run a stop sign then once the driver saw the sign, they reduced their speed. Ms. Moody asked when the signs are programmed to start flashing. Ms. Moody also stated that while she was walking her dog on the Caltrans walking path, she pushed the button to cross Highway 49 and while crossing the highway a car almost hit her. She is concerned about how fast people drive on Highway 49 and asked the council to let CHP know.

Tom Tomlinson from AFDPD thanked the City for fixing the fire hydrant that was damaged in front of Marlene and Glen's diner. He also stated that he will get an update on fire calls and will report them at the next City Council meeting.

4. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS: NONE

5. CONSENT CALENDAR ITEMS:

5.1 CORRESPONDENCE

5.2 APPROVE THE REGULAR MEETING MINUTES OF AUGUST 27, 2026

5.3 RECEIVE THE AUGUST WARRANT REGISTER

Council Member Bottomley motioned to approve the City Council Regular Meeting Agenda for September 10, 2026, as presented. Second by Council Member Cranford. Motion passed with a roll call vote of 4-0-1, with Council Member Dill absent.

6. PUBLIC HEARINGS: NONE

7. REGULAR AGENDA ITEMS:

7.1 ADOPT RESOLUTION 2026-16 ADOPTING THE REVISED ANNUAL PROPOSED BUDGET AND FUND BALANCE PROJECTIONS FOR FISCAL YEAR 2026-27

Written public comment was submitted by Stephanie Moreno.

Stephanie Moreno brought up several points and questions that she listed in her written public comment. She went over several items in detail. Ms. Moreno asked the council not to approve this budget until her concerns are resolved.

Rosemarie Moody stated she agrees with Ms. Moreno. She feels that accounting principles should be followed. Ms. Moody asked about the methodology that was used. She is also questioning why the pool, cemetery and park funds were so much lower. Ms. Moody would like due diligence concerning grants and noted that volunteers that have asked to help with grants have not been utilized. She also stated that she felt the council was not doing their jobs.

After council discussion, Vice Mayor Hornisch motioned to Adopt Resolution 2026-16 Adopting the Revised Annual Proposed Budget and Fund Balance Projections for Fiscal Year 2026-27, with conditions that staff would investigate the 150k loan, reconcile Fund 34, reconcile developer fees and provide status on independent audits. Second by Council Member Bottomley. Motion passed with a roll call vote of 3-1-1, with Council Member Cranford voting no and Council Member Dill absent.

8. CITY MANAGER'S REPORT

City Manager Begbie gave the Sheriff's report. He stated the City has received the ACTC agreement to begin work on Old Sacramento Road and it has been turned over to the City Attorney for review. City Manager Begbie stated that the fire hydrant in front of Marlene and Glen's has been repaired and said that it would be paid for with CIRA flex funds. He also informed the council that City staff has discovered loans that the City gave out years ago and the City is looking to try to recover those loaned funds. City Manager Begbie also stated that after getting three different bids, a Ford F-350 truck was purchased for the City. He explained that the purchase of this truck saves the City money by allowing City staff to haul equipment and to have the ability to complete work without having to contract it out. He stated that is has already allowed City staff to haul our vac trailer to fix a water leak in town. City Manager Begbie informed the council that City Attorney was not available for our next regularly scheduled City Council meeting. It was decided that the September 24th meeting would be cancelled and there would tentatively be a Special City Council Meeting on September 23rd.

Stephanie Moreno felt the truck purchase was hidden and asked where it was in the budget. She also stated that she felt things were happening behind the scenes. Ms. Moreno stated she would like the council to make sure the City Manager followed the rules.

Rosemarie Moody asked why the City was having a special meeting instead of just waiting until October. Council Member Cranford explained there were time sensitive items that needed to be addressed before October. Ms. Moody asked why the item wasn't on this agenda. Council Member

Bottomley and City Manager Begbie both explained to her that the ACTC project was time sensitive and the City Attorney was still reviewing this item, so it could not be placed on tonight's agenda.

Robert Moody asked if the pavement that ACTC was going to do was thick or if it was going to be so thin it would crack and chip away. He wanted to know if the road would be able to bear the weight of heavy trucks that drive on it.

9. MAYOR & COUNCIL MEMBERS' REPORTS AND COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Cranford stated if anyone is interested in helping her with the Christmas committee, please let her know. Council Member Bottomley stated she would help. Council Member Cranford asked City Manager Begbie for an email list of people he knew of that had mentioned wanting to help or donate for this event. She asked if this item could be on the October 1st agenda. It was decided that they would have this event on the same day as the Christmas Market, which is December 5th. Council Member Cranford also mentioned she will not be available for the meeting on September 24th.

Vice Mayor Hornisch stated he would like to have an Ad-Hoc meeting with the tribe in the near future.

Council Member Bottomley asked if anyone knew if Rotary was having a chili cook off at the Harvest Festival this year, which will be on October 10th. Council Member Cranford stated she would ask Nan Danford. Council Member Bottomley requested City Manager Begbie and City Accountant VanDyke to get a budget annuals list going and would also like to see the status and forensic findings in our old accounts. She also requested a list of future agenda items from City Manager Begbie.

Mayor Nunn stated that the rack on the F-350 purchased by the City should be able to haul a 30-foot Christmas tree.

10. CLOSED SESSION: NONE

11. ADJOURNMENT AT 8:21PM

Respectfully submitted at Plymouth, California

//s//

Victoria McHenry City Clerk

6.1

PUBLIC HEARINGS

7.1



CITY COUNCIL AGENDA ITEM NO. 7.1
09/23/2026

SUBJECT: Consideration of Rejection of Bid for the Old Sacramento Road Rehabilitation Project and Direction Regarding Cooperative Roadway Improvements

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager

BACKGROUND

In August 2026, the City issued a Request for Bids for rehabilitation work on Old Sacramento Road. Bids were opened on September 1, 2026, with Campbell's Construction submitting the lowest responsive bid within the requirements and parameters established by the RFP.

Shortly before the scheduled bid opening, City staff learned of an opportunity through the Amador County Transportation Commission (ACTC) to participate in a separate, but potentially overlapping, pavement rehabilitation project on Old Sacramento Road, generally extending from Main Street toward Latrobe Road. This opportunity materially changes the circumstances underlying the City's original solicitation by allowing the City to leverage local funds with outside transportation funding and County resources.

Under a temporary Cooperative Intergovernmental Agreement with Amador County, the City would contribute approximately \$100,000 in matching funds toward targeted digout repairs on some of the most deteriorated portions of Old Sacramento Road. The work would generally include removal of failed, alligator-cracked, or otherwise unstable pavement; excavation and removal of unsuitable material as necessary; preparation and compaction of the existing subgrade; placement and compaction of new aggregate base and hot mix asphalt; and appropriate traffic control during construction.

ACTC has advised staff that the project funding is earmarked specifically for improvements to Old Sacramento Road.

The cooperative project would allow the City to accomplish a broader and more substantial scope of roadway improvements than the City could reasonably undertake using City funds alone under the existing procurement. Given the condition of Old



CITY COUNCIL AGENDA ITEM NO. 7.1
09/23/2026

Sacramento Road and the significant investment necessary to properly address its deficiencies, staff believes leveraging the City's available funding through this partnership represents a prudent and responsible use of public resources as opposed to proceeding with award under the current Request for Bids.

Although the cooperative pavement work was initially anticipated to occur before winter weather made asphalt work undesirable, delays on other projects will likely postpone construction until after the winter season. ACTC has nevertheless advised staff that the funding remains earmarked for Old Sacramento Road. Staff and ACTC are continuing to develop the proposed cooperative agreement which will be presented to the City Council for consideration once finalized.

Moving forward with the City's existing project while simultaneously developing the cooperative project could result in an inefficient use of City resources or duplicative work on portions of Old Sacramento Road that are anticipated to receive more substantial repairs. Staff therefore believes rejecting all bids for the City's current procurement and pursuing the cooperative opportunity warrants consideration.

Staff discussed these changed circumstances with Jeff Campbell of Campbell's Construction who was understanding of the City's desire to pursue the cooperative project and the potential benefit it could provide to the community. Staff emphasizes that the recommendation to reject all bids is not based on any concern with Campbell's Construction, its bid, or its ability to perform the work. Rather, it is based solely on the subsequent availability of outside funding and County resources that may allow the City to accomplish substantially more work with its available local funds.

Rejecting all bids would allow staff to continue working with ACTC and Amador County to finalize the cooperative agreement and return to the City Council with a defined scope of work, funding structure, and anticipated project schedule.

ENVIRONMENTAL DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.



CITY COUNCIL AGENDA ITEM NO. 7.1
09/23/2026

FISCAL IMPACT

There is no immediate financial commitment associated with rejecting the bid other than staff time related to project coordination and development of the cooperative agreement.

RECOMMENDATION

Reject all bids for the Old Sacramento Road Rehabilitation Project and provide authorization for the City to pursue a cooperative project with Amador County and the Amador County Transportation Commission (ACTC) that is anticipated to provide a greater scope of roadway improvements while maximizing available outside funding.

ATTACHMENT(S)

1. RFP- Old Sacramento Road Rehabilitation Project
2. Bid Summary – Old Sacramento Road Rehabilitation Project



**NOTICE TO CONTRACTORS
AND
SITE IMPROVEMENT SPECIFICATIONS**

FOR

**OLD SACRAMENTO ROAD
REHABILITATION PROJECT**

**IN
PLYMOUTH, CALIFORNIA**

AUGUST 2026

BID OPENING: SEPTEMBER 1, 2026 at 10:00 A.M.

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Old Sacramento Road Rehabilitation Exhibit dated 7/24/2026

NOTICE TO CONTRACTORS

Separate sealed BIDS for the **OLD SACRAMENTO ROAD REHABILITATION PROJECT** will be received by the CITY OF PLYMOUTH, City Hall, 9426 Main Street, Plymouth, California, 95669, until **September 1, 2026 at 10:00 A.M.** and then at said City Hall publicly opened and read aloud. A **mandatory** pre-bid conference will be held **August 20, 2026 at 10:00 am** at City Hall. Representatives of the City will be present to answer bidder's questions and conduct a site tour.

Bids are required for the entire project as set forth in the specifications, and all work shall be completed within **5 work days**. At the time the contract is awarded, the Contractor shall possess a **Class A** license.

The work is generally described as follows: 1" Asphalt concrete overlay and thermoplastic striping on Old Sacramento Road in Plymouth, California.

The Engineer's Estimate does not exceed **\$100,000** for the Base Bid.

An electronic copy of the project specifications, special provisions, plans, and proposal forms for bidding this project can be obtained from **WGA** by emailing Maria Garcia at m.garcia@wgainc.net. No hard copies will be provided. It will be the bidder's responsibility to print the bid form for submittal.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening directed to the City Engineers Office **in writing** via email to f.whitmore@wgainc.net. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and payment to the Contractor shall be in accordance with Section 9-1.16, "Progress Payments" of the State Standard Specifications and the project specifications.

The successful bidder shall furnish a fully executed payment bond and performance bond.

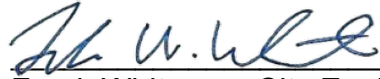
Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Amador County have been determined by the Director of the California Department of Industrial Relations. The wages set forth in the General Prevailing Wage Rates for this project are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. No

Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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

The City reserves the right to reject any or all bids, and further reserves the right to waive any irregularities in the bids.



Frank Whitmore, City Engineer

7/29/2026

Date

PROPOSAL

PROPOSAL TO: CITY OF PLYMOUTH

The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools and services necessary to perform all work required for complete improvements in accordance with the plans and specifications entitled “**OLD SACRAMENTO ROAD REHABILITATION PROJECT**” in accordance with the intent of plans, specifications, and all addenda issued by Owner.

EXISTENCE OF CONTRACT: A contract between the bidder and the public agency shall not be deemed to exist until all of the following three steps have been taken:

1. The contract has been awarded by the legislative body;
2. The Contractor has executed a written agreement, in substantially the form set forth herein, within **10 days** after notice that the contract has been awarded.
3. The Contractor has delivered to the public agency the written agreement together with the faithful performance bond and payment bond and such certificates of insurance in accordance with these special provisions.

If bidder fails to comply with all three steps within the time specified, the proposal guarantee furnished by bidder shall be forfeited to Owner as liquidated damages for such failure. If bidder executes the Contract, secures the required insurance and bonds, and furnishes the required insurance certificates within time specified herein, bidder's check, if furnished, shall be returned within five (5) days thereafter, and the bid bond, if furnished, shall become void.

Bidder further agrees to complete all work required under the Contract within the time stipulated in said specifications, and to accept as full compensation therefore the price(s) set forth in the bid summary.

BID SUMMARY – CITY OF PLYMOUTH

OLD SACRAMENTO ROAD REHABILITATION PROJECT – Base Bid					
Item	Quantity	Units	Description	Unit Price	Total Price
1	1	LS	Locate and Protect Existing Utilities in accordance with the plans and specifications.	\$	\$
2	1	LS	Traffic Control in accordance with the plans and specifications.	\$	\$
3	1	LS	Clearing & Grubbing in accordance with the plans and specifications.	\$	\$
4	1	LS	Asphalt Concrete Surface Grind in accordance with the plans and specifications.	\$	\$
5	300	TON	Asphalt Concrete in accordance with the plans and specifications.	\$	\$
6	2	EA	Adjust Manhole to Grade in accordance with the plans and specifications.	\$	\$
7	1	LS	Striping and Pavement Markings in accordance with the plans and specifications.	\$	\$
TOTAL BASE BID					\$

OLD SACRAMENTO ROAD REHABILITATION PROJECT – ADDITIVE ALTERNATE #1					
Item	Quantity	Units	Description	Unit Price	Total Price
1	1	LS	Locate and Protect Existing Utilities in accordance with the plans and specifications.	\$	\$
2	1	LS	Traffic Control in accordance with the plans and specifications.	\$	\$
3	1	LS	Clearing & Grubbing in accordance with the plans and specifications.	\$	\$
4	1	LS	Asphalt Concrete Surface Grind in accordance with the plans and specifications.	\$	\$
5	90	TON	Asphalt Concrete in accordance with the plans and specifications.	\$	\$
6	1	LS	Striping and Pavement Markings in accordance with the plans and specifications.	\$	\$
TOTAL ADDITIVE ALTERNATE #1					\$

OLD SACRAMENTO ROAD REHABILITATION PROJECT – ADDITIVE ALTERNATE #2					
Item	Quantity	Units	Description	Unit Price	Total Price
1	1	LS	Clearing & Grubbing in accordance with the plans and specifications.	\$	\$
2	60	TON	Aggregate Base in accordance with the plans and specifications.	\$	\$
3	20	TON	Asphalt Concrete in accordance with the plans and specifications.	\$	\$
TOTAL ADDITIVE ALTERNATE #2					\$

CONTRACTORS NAME: _____

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within five (5) consecutive work days thereafter. Bidder further agrees to pay liquidated damages as set forth in Section II-4 of these specifications.

CONFIRMATION OF ANY ADDENDUMS: The following addendums were received and considered as part of this bid package:

Addendum(s) _____

By submission of a bid, bidder certifies possession of a duly issued and valid Contractor's license issued by the State of California, which license authorizes bidder to contract to perform the type of work required by the specifications and that bidder has not less than five years of comparable and acceptable public work experience. Bidder further certifies that the plans and specifications and project site have been reviewed, that the special state and federal requirements have been read and understood and that full compensation for all work required for a complete and operational project has been included in the contract bid prices set forth above.

By submission of a bid, bidder certifies that pursuant to Labor Code Section 1725.5, he/she is registered with the Department of Industrial Relations. **No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.**

Should the Bidder fail to provide below, the number and classification of Bidder's State Contractor's License, and complete and accurate "Information Required of Bidder," the Owner may reject this bid therefore.

Dated: _____

By: _____
(Contractor's Signature)

Title: _____

Business Name: _____

Contractors Lic. No.: _____

Expiration Date: _____

DIR Registration No.: _____

SEAL (if corporation)

INFORMATION REQUIRED OF BIDDER

The bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's name and address:

2. Contractor's telephone number: _____

3. Contractor's license: Primary classification _____

State License No. _____ Exp. Date _____

Supplemental classifications held, if any: _____

4. Number of years as a contractor in construction work of this type: _____ *

5. Names and titles of all officers of contractor's firm:

6. Name of person in your firm who inspected site of the proposed work and reviewed the project plans and specifications.

Name: _____

Date of Inspection: _____

7. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

*Contractor and his subcontractors shall have not less than five (5) years of successful experience in municipal public works construction of each phase of work required by this contract. Contractor represents that he has such experience and is qualified to perform all work except as set forth in paragraph 8, and that subcontractors listed hereon have been contacted and agreed to perform the designated work. Bidders are directed to Section II-3, Award and Execution of Contract.

8. The bidder shall list below the name, business address, license number and DIR number of each subcontractor who will perform work under this contract in excess of one-half percent of the total bid price, or \$5,000, whichever is greater; and shall also list the portion of the work which will be done by such subcontractor. **This includes ready-mix haulers and companies that deliver ready-mixed concrete for public works projects in accordance with Labor Code Section 1722.1.** After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner.

	Subcontractor Name & Address	License No.	DIR No.	Work to Be Performed
1	_____ _____ _____	_____	_____	_____ _____ _____
2	_____ _____ _____	_____	_____	_____ _____ _____
3	_____ _____ _____	_____	_____	_____ _____ _____
4	_____ _____ _____	_____	_____	_____ _____ _____
5	_____ _____ _____	_____	_____	_____ _____ _____
6	_____ _____ _____	_____	_____	_____ _____ _____
7	_____ _____ _____	_____	_____	_____ _____ _____
8	_____ _____ _____	_____	_____	_____ _____ _____

Note: Attach additional sheets as required.

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of, _____, the
party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. 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. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed
on _____ [Date], at _____ [City],
_____ [State].

Contractor

(Print Name)

(Signature)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as principal,
and _____ as Surety,
are held and firmly bound unto _____ hereinafter called
"Owner," in the sum of _____
dollars, *(not less than 10 percent of the total amount of the bid)*

for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work
required under the bidding schedule of the Owner's specifications entitled, "**OLD
SACRAMENTO ROAD REHABILITATION PROJECT.**"

NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within
the time and in the manner required in the Owner's specifications, enters into a written
contract on the form of agreement bound with said specifications and furnishes the
required bonds, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, then this obligation shall be null and void; otherwise, it
shall remain in full force and effect. In the event suit is brought upon this bond by said
Owner and judgment is recovered, said Surety shall pay all costs incurred by said
Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this ____ day of _____, 20____.

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

OLD SACRAMENTO ROAD REHABILITATION PROJECT

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into on _____, 2026, by and between the City of Plymouth, California (hereinafter referred to as CITY), and _____, Contractor, (hereinafter referred to as CONTRACTOR), or under the authority of the Public Contract Code of the State of California.

The parties hereto mutually agree as follows:

For and in consideration of the mutual promises and other valuable consideration set forth herein, receipt of which is hereby acknowledged, City agrees to employ Contractor and Contractor agrees to furnish all materials and labor for the prescribed work; perform and complete in good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his sole cost and expense all materials, tools, equipment and facilities, and all labor and services necessary therefore (except such materials, if any, which under the specifications are to be furnished by the City), and to do everything required by this Agreement and said plans and specifications, including but not limited to the payment of prevailing wages as required by state law.

Contractor is responsible for furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City, 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, except such as in the said specifications are expressly stipulated to be borne by the City. For well and faithfully completing the work and the whole thereof, in the manner shown and described in said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the lump sum price, or if the bid is on the unit price basis, the total price for the several items furnished pursuant to the specifications, named in the schedule of the Proposal in the amount of \$_____.

The Notice To Contractors, Proposal, and Specifications are hereby incorporated into and made a part of this Agreement by reference as if fully set forth.

Civil Code Section 3247 requires every Contractor that receives a public works contract to file a payment bond and performance bond with the awarding agency for the agency's review and approval. It is the public agency's mandatory duty to ensure that the general Contractor's payment bond surety meets the requirement of Code of Civil Procedure 995.310.

The City requires that the Contractor submit verification from the California Insurance Commissioner of the surety's certificate of authority to issue such bonds. If the surety is not admitted or the certificate is unavailable, the agency must reject the bonds and the proposed contract unless and until the Contractor furnishes bonds provided by an admitted surety insurer or by otherwise sufficient sureties. Verification from the California Insurance Commission must be received, along with the bonds, before work begins, or no payment shall be made to Contractor.

Contractor shall submit a detailed schedule of work at the pre-construction conference for approval by the City Engineer. This contract shall not take effect and no payment shall be made to Contractor until that schedule is submitted and approved.

If Contractor fails to complete the work in accordance with the schedule set forth in the specifications and/or accordance with Section 4 of Section II, Supplemental General Conditions, of the project specifications, Contractor shall be liable for liquidated damages pursuant to Section II-4.03, for each day of delay. Liquidated damages accrued shall be deducted from compensation due the Contractor and retained by City.

All certificates of insurance, policy endorsements, and all other certificates required by the specifications shall be on file with the City before work begins or no payment will be made to Contractor.

This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and the Contractor and **any subcontractor under him** shall pay not less than the specified prevailing rates of wages to all workmen employed and be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be executed the day and year first above written.

CITY OF PLYMOUTH

CONTRACTOR

By _____
Date

By _____
Date

ATTEST:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,
and _____ as Surety, are held and firmly
bound unto _____ hereinafter called "Owner," in
the sum of _____ dollars,
(Equivalent to 100 percent of contract amount)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assign, jointly and severally, firmly by these
presents.

WHEREAS, said Contractor has been awarded and is about to enter into the contract
agreement with said Owner to perform all work required under the bidding schedule(s)
of the Owner's specifications entitled **"OLD SACRAMENTO ROAD REHABILITATION
PROJECT."**

NOW, THEREFORE, if said Contractor shall perform all the requirements of said
contract required to be performed on his part, at the times and in the manner specified
therein, then this obligation shall be null and void, otherwise it shall remain in full force
and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished,
or changes in the time of completion, which may be made pursuant to the terms of said
contract, shall not in any way release said Contractor or said Surety there under, nor
shall any extensions of time granted under the provisions of said contract release either
said Contractor or said Surety, and notice of such alterations or extensions of the
contract is hereby waived by said Surety.

SIGNED AND SEAL, this _____ day of _____, 20____.

(Contractor) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,
and _____ as Surety, are held and
firmly bound unto _____ hereinafter called "Owner,"
in _____ the _____ sum _____ of
_____ dollars,
(Equivalent to 100 percent of contract amount)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assign, jointly and severally, firmly by these
presents.

WHEREAS, said Contractor has been awarded and is about to enter into the contract
agreement with said Owner to perform all work required under the bidding schedule(s)
of the Owner's specifications entitled **"OLD SACRAMENTO ROAD REHABILITATION
PROJECT."**

NOW, THEREFORE, if said Contractor, or subcontractors fails to pay for any materials,
equipment, or other supplies, or for rental of same, used in connection with the
performance of work contracted to be done, or for amounts due under applicable State
law for any work or labor thereon, said Surety will pay for the same in an amount not
exceeding the sum specified above, and, in the event suit is brought upon this bond, a
reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of
any persons, companies, or corporations entitled to file claims under applicable State
law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished,
or changes in the time of completion, which may be made pursuant to the terms of said
contract, shall not in any way release said Contractor or said Surety there under, nor
shall any extensions of time granted under the provisions of said contract release either
said Contractor or said Surety, and notice of such alterations or extensions of the
contract is hereby waived by said Surety.

SIGNED AND SEAL, this _____ day of _____, 20____.

_____(SEAL) _____(SEAL)
(Contractor) (Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

INSURANCE REQUIREMENTS

THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY CITY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the City.

Without limiting Contractor's indemnification provided herein, Contractor shall, and shall require any of its subcontractors to, take out and maintain, throughout the period of this Agreement, and for two (2) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Contractor shall furnish CITY with certificates and original endorsements affecting the required coverage, including a "Completed Operations" Endorsement, prior to execution of this Agreement by City. The endorsements shall be on forms as approved by the City or designee. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by CITY.

The following policies of insurance are to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City, or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
 - (1) The City, its officers, employees, and agents are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to CITY by certified mail.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the Contractor's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City are excess to Contractor's insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees, and agents.
- (6) Additional co-insured, if required, are set forth in the special provisions of these specifications.

B. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office form CA 0001, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident for bodily injury and property damage. Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to CITY by certified mail.

C. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease, which policy shall contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

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

- D. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

- E. **Surety Bonds**. Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

- F. **Professional Liability (if Design/Build)**, with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

- G. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions:

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

OTHER INSURANCE PROVISIONS:

Additional Insured

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Insurance

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the

deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

SPECIAL RISKS OR CIRCUMSTANCES:

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

If Contractor does not keep all required policies in full force and effect, CITY may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

HOLD HARMLESS/INDEMNIFICATION CLAUSE:

- A. Pursuant to Government Code Section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

B. Architects, Engineers Per AB 573

Where the services to be provided by Consultant under this Agreement are design professional services as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the indemnified party and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Consultant's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

- C. Acceptance of insurance, if required by this Agreement, does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

SECTION II - SUPPLEMENTAL GENERAL CONDITIONS

SECTION II-1. SPECIFICATIONS AND PLANS

II-1.00 GENERAL

The work embraced herein shall be done in accordance with the 2025 State Standard Specifications and the 2025 Standard Plans of the Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In order to utilize the State Standard Specifications, some definitions must be clarified. Unless the context otherwise requires, wherever in the specifications and other contract documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section One and Section 1-1.06, "Abbreviations" of the State Standard Specifications. The Contractor's attention is directed to Section 1.01, "Definitions and Terms." A special effort has been made to discuss all references to State, Director, and Engineer as they apply to this project. The Owner's position of responsibility in regard to the Standard Specifications will be considered the same as the State where the Owner acts as manager of construction and will own and operate the improvement.

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

II-1.01 DEFINITIONS AND TERMS

Contingency Allowance. Allowances are allocations of the Contract Amount to portions of the Work that could not be specified sufficiently for competitive bidding. Unused amounts remaining in the contingency allowance shall be credited to the Department by Change Order.

Department of Transportation. The Department of Public Works of the **CITY OF PLYMOUTH**, State of California.

Director of Transportation. The City Council of the **CITY OF PLYMOUTH**, State of California.

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

Highway Facilities. All private and public property improvements, landscaping and facilities adjacent to and/or pertaining to the work.

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

Owner. CITY OF PLYMOUTH.

State of California. CITY OF PLYMOUTH.

Transportation Building, Sacramento. City Hall, CITY OF PLYMOUTH, State of California.

State Standard Specifications. The 2025 edition of the State Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to City or its corresponding agency, office or officer acting under this contract.

SECTION II-2. PROPOSAL REQUIREMENTS AND CONDITIONS

II-2.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the State Standard Specifications and these special provisions for the requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid. Bidder shall possess a valid State of California Class A General Engineering Contractor's License.

The form of Bidder's Bond set forth in Section 2-1.34, "Bidder's Security," of the State Standard Specifications will be found following the Proposal.

In conformance with Public Contract Code Section 7106, a Non-Collusion Declaration is included in these specifications. Signing the Proposal shall also constitute signature of the Non-Collusion Declaration.

II-2.02 PROPOSAL

Proposals shall be made on the blank forms prepared by the Owner or duplicate copies thereof. All proposals shall be for the entire work and give the prices proposed, shall give all other information requested herein, and shall be signed by the bidder or his authorized representative, with his address. If the proposal is made by an individual, his name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by the corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation. No bidder may withdraw its bid for a period of 45 days after the bid opening date.

II-2.03 PROPOSAL GUARANTEE

Each proposal shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total bid price payable to the Owner as a guarantee that the bidder, if bidder's proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price.

II-2.04 MAINTENANCE GUARANTEE

The Contractor shall guarantee the entire work constructed by Contractor under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner. The Contractor shall make, at Contractor's own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor shall indemnify and save harmless the Owner and the Engineer and officers, agents and employees of the Owner and the Engineer against and from all claims and liability arising from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Engineer. Should Contractor fail to make the repairs and replacements promptly, the Owner shall cause the work to be done, and the Contractor and Contractor's surety shall be liable to the Owner for the cost of all such work.

Maintenance guarantee shall be a surety bond or other approved security which shall be delivered to the Owner prior to the date on which final payment is made. **Said security shall be in an approved form and executed by a surety company or companies satisfactory to the Owner in the amount of ten percent (10%) of the contract price or Five Thousand Dollars (\$5,000), whichever is greater.** Security shall remain in force for the duration of the guarantee period specified herein. In lieu of providing security as prescribed above, the Contractor may provide for the Faithful Performance Bond furnished under the Contract to remain in force until the expiration of said guarantee periods.

Specific guarantees for periods longer than one (1) year may be specified in the Special Conditions for specific equipment and materials.

II-2.05 IDENTIFICATION OF SUBCONTRACTORS

In accordance with Section 4104 of the California Government Code, each bidder, in his Bid, shall set forth:

1. The name, DIR registration number, and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor, in an amount in excess of one-half of one percent of the Contractor's total bid; and
2. The portion of the work which will be done by each such subcontractor.

In accordance with Section 4107 of the California Government Code, no Contractor whose bid is accepted shall, without consent of the OWNER, either:

1. Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or

2. Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or
3. Sublet or subcontract any portion of the work in excess of one half of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Labor Code Section 1720.9 defines the term “ready-mixed concrete” and specifies that the rate of pay shall be the current prevailing wage “for the geographical area in which the factory or batching plant is located” as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Section 1720.0 requires that the company hauling or delivering ready-mix concrete provide certified payroll records under Labor Code Section 1776(a) to the party that engaged its services and to the general Contractor within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

Penalties for failure to comply with the foregoing sections of the California Government Code are set forth in Section 4106, 4110, and 4111 of the Government Code.

II-2.06 MANDATORY PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held:

DATE: August 20, 2026

TIME: 10:00 A.M.

LOCATION: City Hall, 9426 Main Street, Plymouth, California, 95669

Representatives of the City and City Engineer's office will be present to conduct a field review and answer all bidders' questions at that time.

II-2.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

SECTION II-3. AWARD AND EXECUTION OF CONTRACT

II-3.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the State Standard Specifications and these special provisions. The award of contract, if it be awarded, will be made within **forty-five (45) days** to the lowest responsible bidder whose proposal complies with all the requirements prescribed herein. Basis of award will be the base bid. All provisions of these specifications shall apply to the additive alternates should they be added.

Bid protests shall be delivered to: Plymouth City Hall, 9426 Main Street, Plymouth, California, 95669.

II-3.02 EXECUTION OF CONTRACT, AWARD OF CONTRACT

The City reserves the right to accept or reject any and all bids for a period of forty-five (45) days after the date of opening, and to waive any informality or irregularity in any bid. No bid can be withdrawn during such forty-five (45) day period.

Before a bid is considered for award, the City may, in addition to the Experience Qualifications form, require a bidder to submit a statement of facts and details as to its business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed acceptable work of comparable magnitude and type. The City expressly reserves the right to reject any bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's subcontractors) is not sufficient to qualify bidder for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if awarded, will be to the lowest responsible responsive bidder whose bid complies with the requirements set forth herein and award thereto is in the best interest of the City. The issuance by the City of a notice to the successful bidder of the award of the contract (hereinafter "Notice of Award") shall be deemed the award of Contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and required insurance certificates within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed documents shall be delivered to the following address: City of Plymouth City Hall, 9426 Main Street, Plymouth, California, 95669.

II-3.03 RETURN OF PROPOSAL GUARANTEES

Within 45 days after bids are opened, the Owner will return the proposal guarantees accompanying the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been fully executed after which they will be returned to the respective bidders whose proposals they accompany.

SECTION II-4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

II-4.01 BEGINNING OF WORK

Attention is directed to the provisions in Section 8-1.02, "Schedule," in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the State Standard Specifications and these special provisions.

The Contractor shall submit to the Engineer at the pre-construction conference, a complete schedule indicating all phases of the work and their start-up and completion dates. It shall be the responsibility of the Contractor to comply with the construction schedule and apprise the Engineer of any and all circumstances that require alteration to that schedule. The Engineer will require periodic updating of the schedule to insure timely and orderly completion of the project. It is the desire of the Owner to complete the project at its earliest possible time.

The Contractor shall begin work within **ten (10)** calendar days after receipt of the Notice to Proceed.

II-4.02 TIME OF COMPLETION

Said work shall be diligently prosecuted to completion before the expiration of **Five (5) working days.**

Failure to provide a competent work force or diligently prosecute the work in accordance with the approved progress schedule shall be cause for temporary suspension of work or termination of the contract.

II-4.03 LIQUIDATED DAMAGES

The Contractor shall pay Owner liquidated damages pursuant to Section 8-1.10, "Liquidated Damages," of the Standard Specifications for each and every calendar day after expiration of the **working days** plus any time extension approved by the Engineer.

SECTION II-5. GENERAL REQUIREMENTS

II-5.01 LABOR NONDISCRIMINATION

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

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

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

II-5.02 BLANK

II-5.03 PUBLIC SAFETY

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

II-5.04 SURFACE MINING AND RECLAMATION ACT

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

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the State Standard Specifications.

II-5.05 REMOVAL HAZARDOUS SUBSTANCES

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

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

Should compliance with this section delay the current controlling operation, as determined by the Engineer, the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the State Standard Specifications.

II-5.06 SUBCONTRACTING

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

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 Plymouth may exercise the remedies provided under Pub Cont Code § 4110. The City of Plymouth may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

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

Each subcontract must:

1. Comply with the contract.
2. 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.) and be registered with the Department of Industrial Relations.
3. Submit copies of subcontracts upon request by the Engineer.
4. Before subcontracted work starts, submit a Subcontracting Request form.
5. Do not use a debarred Contractor; a current list of debarred Contractors is available at the Department of Industrial Relations' Web site.

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

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of Contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred Contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

II-5.07 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime Contractor or subcontractor shall pay any subcontractor no later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing.

Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

II-5.08 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The City shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

II-5.09 PAYMENTS

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the State Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work. Owner shall withhold five percent (5%) retention from all partial payments until 35 days after the Notice of Completion has been recorded by the Amador County Recorder, and all payments to subcontractors and suppliers have been made.

Substitution of security in lieu of retention as set forth in Section 22300 of the Public Contract Code is subject to legal counsel review and approval by the City Council of the security proposed.

The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the State Standard Specifications do not apply to various items of work. Attention is directed to Section III, "Special Provisions," of these specifications.

Contractor's attention is directed to Section II-5.10, "Claims," of these specifications.

II-5.10 CLAIMS

All claims shall be in conformance with Section 9-1.17D, "Final Payment and Claims" of the State Standard Specifications except that the **City Council** will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer.

Upon final determination of all claims, the Engineer shall make and issue his final estimate in writing, and within 30 days thereafter the City will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the work done and the compensation therefore.

II-5.11 CERTIFIED PAYROLL

All Contractors will submit certified payrolls to the Owner's Representative within 7 days of the end of each weekly period. Other Labor Standards requirements for this project are set forth in this section of the specifications. **Payment will not be released until certified payrolls and labor standards certifications are current and complete.**

Section 1720.0 requires that the company hauling or delivering ready-mix concrete provide certified payroll records under Labor Code Section 1776(a) to the party that engaged its services and to the general Contractor within five working days after the employee has been paid, accompanied by a written time record. The time record must be certified by each driver for the performance of job duties.

No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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

The prime Contractor must post job site notices prescribed by regulations.

All Contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

II-5.12 GENERAL PREVAILING WAGE RATES

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

Labor Code Section 1720.9 defines the term "ready-mixed concrete" and specifies that the rate of pay shall be the current prevailing wage "for the geographical area in which the factory or batching plant is located" as determined by the Department of Industrial Relations. The statute also requires a written agreement between the party hauling or delivering ready-mixed concrete and the party that engaged its services. The agreement must specify compliance with the Prevailing Wage Law.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Amador County have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project and are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

SECTIONS II-6. – 8. (BLANK)

SECTION III - SPECIAL PROVISIONS

SECTION III-1 GENERAL

III-1.01 STANDARD SPECIFICATIONS

The following Standard Specifications when referred to herein shall be complied with:

American Association of State Highway & Transportation Officials (ASSHTO)
American Concrete Institute (ACI)
American Gas Association (AGA)
American Gear Manufacturers Association (AGMA)
Institute of Electrical and Electronic Engineers (IEEE)
American Institute of Steel Construction (AISC)
American Society of Testing and Materials (ASTM)
American Society of Civil Engineers (ASCE)
American Society of Heating, Refrigeration, and Air
Conditioning Engineers (ASHRAE)
American Society of Mechanical Engineers (ASME)
American Standard Association (ASA)
American Water Works Association (AWWA)
American Welding Society (AWS)
American Wood Preserves Association (AWPA)
Antifriction Bearing Manufacturers Association (AFBMA)
Code of Federal Regulations (CFR)
Diesel Engine Manufacturers Association (DEMA)
Edison Electrical Institute (EEI)
Federal Specifications (Fed. Spec.)
National Electric Code (NEC)
National Electrical Manufacturers Association (NEMA)
National Electric Safety Code (NESC)
National Lumber Manufacturers Association (NLMA)
Underwriters' Laboratories, Inc. (UL)
California Building Code (CBC)
State Standard Specifications 2025, State of California,
Department of Transportation (SSS)
State Standard Plans, State of California,
Department of Transportation (SSP)

III-1.02 LOCATE AND PROTECT EXISTING UTILITIES

This item of work shall cover the location and protection of ALL existing utilities as required under Section 4215 of the Government Code as amended. Contractor shall as an initial task, locate existing utilities and pothole designated areas for location and protection of existing underground facilities prior to start of other work within the project as necessary to coordinate and schedule work as approved by the Engineer.

Contractor shall conduct his operations to protect all existing utilities and shall contact the following underground alert systems for assistance:

Underground Service Alert (USA) 811

These alert systems may be of assistance in the location of underground utilities. Underground utilities are located in the work area. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL UTILITIES.

Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the State Standard Specifications. Nothing in this Section III-1.02 shall relieve the Contractor of his responsibility set forth in said Section 5-1.36.

When existing facilities are damaged or interrupted by Contractor's activity, repair shall be conducted immediately at Contractor's expense. Contractor shall be liable for all costs associated with repair consistent with utility standards, any interruption in service, the cost of lost water, any fines associated with discharge of wastewater, storm water, or other hazardous materials, and or any fines imposed upon the agency resulting from activities of the Contractor.

Whenever the Contractor encounters any utility requiring protection, he shall take all actions necessary to protect those facilities from damage caused by his operation and shall be responsible for perpetual protection of those facilities through duration of the work.

Contractor shall be responsible to have utility representatives on site during the course of excavation in around any such facility to guarantee emergency shutoffs or other action can be taken in a timely manner. Contractor shall notify agency inspector when any work is conducted near existing utilities. Damage to facilities shall be immediately reported and all appropriate action taken to insure emergency shut off and repairs are accomplished in a timely manner.

Contractor shall provide, at all times, resources necessary to make or arrange for emergency repair in accordance with the regulations of the agency and utility impacted.

The Contractor is alerted that all utilities may not be shown on the contract plans.

Full compensation for all labor, tools, equipment, equipment standby time, materials, and incidentals for doing all work in completing this item of work in accordance with the plans and specifications shall be included in the lump sum contract price paid for "Locate and Protect Existing Utilities," and no additional compensation will be allowed therefore. No delay compensation will be made for Contractor's failure to coordinate with utilities in advance of the work.

III-1.03 PROTECTION OF EXISTING ROADWAY SURFACE

The Contractor shall protect all City roadway surfaces during the course of work. All equipment working in surfaced roadways shall be equipped with street pads. Damaged roadway surfaces shall be repaired and/or restored at the Contractor's expense to the satisfaction of the Engineer.

III-1.04 WORKING HOURS

The Contractor shall restrict his working hours from 8:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Engineer. No work will be allowed on holidays or weekends except as authorized by the engineer.

III-1.05 ALIGNMENT AND GRADE CONTROL

The grade and alignment of work shall be maintained by conforming to the plans, typical sections, details, and as directed by the Engineer. The Engineer will be available daily to answer all questions regarding the work. Contact Frank Whitmore at 209-267-0173.

Contractor shall set such supplemental stakes and references as required for the accurate construction of the project. No work shall start until such time as the Engineer has had the opportunity to inspect such stakes.

Prior to any construction, the Contractor shall carefully examine the plans, site, typical sections, details and construction stakes. In the event the Contractor finds a discrepancy, he shall immediately notify the City Engineer. No work shall commence prior to resolution of all discrepancies.

Full compensation for Alignment and Grade Control as set forth herein shall be included in the contract price paid for the various affected items of work, and no additional compensation or delay claim will be allowed therefore.

III-1.06 SCHEDULE AND SEQUENCE OF OPERATION

The Contractor shall submit to the Engineer at the pre-construction conference, a complete schedule indicating all phases of the work and their start-up and completion dates. It shall be the responsibility of the Contractor to comply with the construction schedule and apprise the Engineer of any and all circumstances that require alteration

to that schedule. The Engineer will require periodic updating of the schedule to ensure timely and orderly completion of the project. It is the desire of the Owner to complete the project at its earliest possible time.

The Contractor shall be responsible for coordinating with property owners, waste management services, and emergency response providers to ensure access to private property as needed.

Should the Contractor fail to prosecute the work in compliance with these specifications, the schedule of work or reasonable modifications thereto, due to avoidable delay, the Owner may terminate the work in accordance with Section 8 of the State Standard Specifications. The Contractor's attention is directed to Section 8-1.14, "Contract Termination."

III-1.07 SUBMITTAL & SHOP DRAWINGS

The Contractor shall provide complete shop drawings and/or manufacturer's data on **every** manufactured item to be incorporated in this project. All materials required for this project shall be submitted to the Engineer for approval prior to installation of the materials.

Submittal Procedure:

A. Submittals shall be made in triplicate at the **Contractor's** expense. Submittals shall include Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, and Quality Assurance Control Data. ALL submittals shall be submitted prior to first pay request or within **fifteen (15)** calendar days after receipt of Notice to Proceed, whichever comes first unless otherwise approved by the Engineer. One copy of submittals will be returned to the Contractor.

B. Submittal data shall be presented in a clear, precise, and thorough manner. Photocopies are acceptable provided they are as good a quality as the original. The Contractor shall clearly and boldly mark each copy with arrows or circles to identify pertinent products (highlighting is acceptable, provided it is done on all copies submitted). Inapplicable portions shall be marked out.

C. The data shown on the submittals shall be complete with respect to quantities, dimensions, profile sizes, connections, attachments, fasteners, specified performance and design criteria, materials, applicable standards (such as ASTM numbers), etc., and similar data to show the City the materials the Contractor proposes to provide and to enable the City to review the information. Submittals shall be identified and organized by specification section number. All submittals shall include all information requested by each specification section in order to determine compliance with plans and these specifications. No partial submittals will be accepted unless previously authorized by the City.

D. At the time of each submission, the Contractor shall provide the City with specific

written notice of all variations, if any, that the submittal may have and the reasons therefore. This written notice shall be attached to the submittal transmittal form. If the City accepts deviation, it will be noted on its acceptance on the returned submittal.

E. Submittal coordination and verification is the responsibility of the CONTRACTOR.

F. Designation of Work "by others," if shown in submittals, shall mean that work shall be the responsibility of the Contractor rather than the Subcontractor or supplier who has prepared submittals.

G. After review by the City of each submittal, one copy of the submittal will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown on the submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by the Contractor prior to subsequent review by City.

4. REJECTED - RESUBMIT - Submitted material does not conform to drawings and/or specifications in major respect, i.e.: wrong size, model, capacity, or material.

H. The Contractor shall make a complete and acceptable submittal at least by second submission. The City reserves the right to deduct monies from payments due to the Contractor to cover additional costs of review beyond the second submission. Incomplete or illegible submittals will be rejected and returned for resubmission without review.

I. The Engineer will make a favorable review of submittals or reject them within **five (5)** business days of receipt. After the City's review of submittals, the Contractor shall revise as noted and resubmit as required. The Contractor shall identify changes made on re-submittals.

J. The Contractor shall not perform any fabrication or work until submittal approval. The Contractor shall not extrapolate from submittals covering similar work.

K. The Contractor shall copy, conform, and distribute approved submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.

L. No substitutions will be considered after bid date except for: Non-availability of specified item due to strikes, lockouts, bankruptcy, discontinuance of production, proven shortage, or similar occurrences or when the Contractor pays the City a credit

acceptable to the City and compensates the City for additional review time. Burden of proof of merit of requested substitution is on Contractor.

No compensation will be made for any manufactured item ordered prior to approval of the shop drawings. Submittals shall be made by the Contractor allowing ample time for review and distribution (ten working days) prior to beginning the work. No time extensions or delay compensation will be made for Contractor's failure to submit shop drawings or materials for review in a timely manner.

III-1.08 MOBILIZATION

Mobilization shall conform to the provisions of Section 9-1.16D "Mobilization," of the State Standard Specifications.

Mobilization shall include all 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, 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 work on the various contract items of work.

When there is no bid item for mobilization, full compensation for mobilization in accordance with the plans and these specifications shall be included in the contract price paid for various items of work, and no additional compensation will be allowed therefore. When mobilization is a contract item of work, compensation paid for mobilization cost prior to completion of all work shall not exceed ten percent (10%) of the total contract price.

III-1.09 CLEAN UP

During the progress of the work, the Contractor shall keep the entire job site in a clean and orderly manner. Spillage resulting from hauling operations along or across existing streets or roads shall be removed immediately. All gutters and roadside ditches shall be kept clean and free from obstructions. Any deviation from this practice shall have prior approval from the Engineer. The Contractor shall clean the entire work area each Friday prior to 4:00 P.M.

Before final acceptance of the work, the Contractor shall carefully clean up the work and premises (including blacking out USA markings), remove all temporary structures built by or for him, remove all surplus construction materials and rubbish of all kinds from the grounds which he has occupied and leave them in a neat condition. The Contractor shall grade shoulders, ditches, and drainage swale to comply with the plans and these specifications.

Full compensation for complying with this Section III-1.09 in accordance with the plans and these specifications and for working within the time frame set forth in the contract shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

III.1.10 WATER POLLUTION

The Contractor shall exercise every reasonable precaution and Best Management Practices (BMP's) to protect ditches, conduits and streams from pollution with fuels, oils, bitumens, chemicals, concrete, and other harmful materials which could be hazardous to aquatic life. The Contractor shall conduct and schedule his operations so as to prevent muddying and silting of said conduits or streams.

The Contractor shall ensure that all vehicles and equipment used are in good working order (no leaks) and drip pans or absorbent materials placed under vehicles and equipment when not in use. If maintenance or refueling of vehicles or equipment occurs on-site, an approved designated area and/or a secondary containment area, located away from drainage courses to prevent the runoff of storm water and the runoff of spills shall be utilized. The Contractor shall ensure that all construction areas are covered by a site-wide spill response plan and shall have proper spill cleanup materials (absorbent pads, sealed containers, booms, etc.) on site at all times to contain the movement of any spilled substances.

Nothing in the contract documents shall relieve the Contractor of the responsibility for compliance with Section 5650 and 12015, California Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

Erosion control features, where required, shall be constructed concurrently with other work and at the earliest practicable time. Care shall be exercised to preserve vegetation beyond the limits of construction. When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be constructed, where practicable, so that water will not collect or stand therein.

The requirements of this Section III-1.10 shall apply to all work performed under the Contract and to all non-commercially operated borrow or disposal sites used for this project.

The Contractor shall be completely responsible for compliance with all local, county, state, and federal regulations pertaining to water pollution and soil erosion including the payment of any fines or penalties imposed by any governmental agency as a result of work performed by the Contractor.

Full compensation for conforming to the requirements of this Section III-1.10 shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

III-1.11 SAFETY (SHEETING AND SHORING)

The Contractor shall follow construction procedures necessary to provide safe working conditions through all phases of the work. Said procedures shall conform to the Safety Orders, Division of Industrial Safety, Title 8, California Administrative Code.

The Contractor is solely responsible for outlining the safety procedures to be followed by his workmen. The Contractor shall provide for the safety of the public both day and night where they are exposed to the construction operation.

Neither the Owner, the Engineer, nor any representatives thereof shall be responsible for the procedures followed by the Contractor.

Excavation for any trench five feet (5') or more in depth shall not begin until the permit herein specified is obtained and the Engineer has reviewed the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping, or other protection to be made for worker protection during such excavation. No such plans shall allow the use of shoring, sloping, or other protection to be less effective than that required by the Construction Safety Orders of the Division of Industrial Safety. The plan shall be prepared and signed by an engineer who is registered as a civil or structural engineer in the State of California. The engineer who prepares the Contractor's shoring plans shall certify that the plans conform or exceed the Construction Safety Orders of the Division of Industrial Safety of the State of California. The Contractor shall procure an excavation permit from the Division of Industrial Safety in accordance with Section 1503 of Title 8, Chapter 4, Subchapter 4 of the California Administrative Code. Instructions or lack thereof from the Engineer or his representative shall in no way relieve the Contractor of his responsibility with regard to safety.

Full compensation for all sheeting, shoring, bracing, or sloping necessary for compliance with this section shall be included in the contract price paid for the various items of work, and no additional compensation will be allowed therefore.

III-1.12 TRAFFIC CONTROL

Traffic control shall conform to Section 12, "Temporary Traffic Control," of the State Standard Specifications, the plans, and these specifications. **The Contractor shall submit a Traffic Control Plan for work along city streets for review and approval by the City Engineer prior to commencing work in the traveled way.** Traffic Control Plan shall be approved by fire and police departments.

The City will **NOT** provide or compensate the Contractor for flaggers.

Two portable changeable message signs shall be placed on Old Sacramento Road a minimum of one week prior to construction to notify the public that work is commencing and for the duration of construction. One lane of traffic may be closed during Contractor's working hours, however the roadway must be re-opened by 5:00 PM.

Maintaining Traffic

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the State Standard Specifications and these special provisions.

Lane closures shall conform to the provisions of "Traffic Control System for Lane Closure" of these special provisions.

The Contractor shall notify local authorities of his intent to begin work in road right of way at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the work area and shall make his own arrangements to keep the working area clear of parked vehicles.

Whenever construction vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

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

Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the State Standard Specifications and these special provisions. Construction area signs shall be located on the Traffic Control Plan.

Traffic Control System For Lane Closure

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 State Standard Specifications.

Should any component in the traffic control system be displaced, 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.

Full compensation for furnishing all labor (including flaggers), materials (including signs and portable changeable message signs), tools, equipment, and incidentals, and for doing all work involved in preparing Traffic Control Plan, "Maintaining Traffic," "Construction Area Signs," "Traffic Control," shall be included in the lump sum contract price paid for "Traffic Control," and no additional compensation will be allowed therefore.

III-1.13 AS-BUILT PLANS

Contractor shall maintain, during the course of work, a clean and separate set of plans to mark thereon locations of all improvements associated with the work set forth herein. Special attention shall be given to location on the plans of existing utilities encountered during the course of work. All changes in work not set forth on the project plans shall be carefully noted and drawn to scale. Contractor shall coordinate with City Engineer weekly to corroborate on project plan deviations. After completion of work, and prior to final payment to Contractor, a complete, legible, and clean set of project "as-built" plans shall be provided by the Contractor for review and acceptance by the City.

SECTION III-2 SITE WORK

III-2.01 GENERAL

This project consists of roadway improvements located in the City. Work will be conducted within the City and County Right of Way. The Contractor shall protect the existing facilities during the course of construction.

The Contractor shall, at all times, provide an adequate and professional work force that will act, at all times, in a proper, workmanlike manner in the diligent and timely prosecution of the work.

The provisions of this section apply to all earthwork associated with this project. The Contractor's attention is directed to Section III-1.01, "Standard Specifications of these specifications.

All construction equipment and materials except as authorized by the Engineer shall be removed from the work area, and all open excavations covered or protected at the end of each work day allowing for local through traffic in accordance with the plans and these specifications. Contractor's equipment and construction materials shall be stored in staging areas approved by the City.

III-2.02 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the requirements of Section 17-2, "Clearing and Grubbing," of the State Standard Specifications, except as modified or supplemented in these specifications.

Contractor's attention is directed to Section III-1.10, "Water Pollution" of these special provisions and Section 5-1.36, "Property and Facility Preservation," of the State Standard Specifications.

Clearing and grubbing debris unsuitable for backfill shall become the property of the Contractor and disposed of off-site.

The Contractor shall restrict his equipment and operations to road right of ways along the project limits or as designated in the field. Equipment shall not be operated or stored beyond clearing limits. Contractor shall make his own arrangements for equipment and material staging.

Should Contractor, during the course of work, uncover any cultural resource, work shall be suspended until a determination is made of the significance of such resource. Contractor shall "move" his operation to other portions of project until resumption of work is authorized by the Engineer. Contractor may be compensated for "move" cost approved by the Engineer. Suspension shall be in accordance with Sections 8-1.06, "Suspensions," and 8-1.07, "Delays," of the State Standard Specifications.

The Contractor shall protect existing trees/bushes to remain from damage caused by his operations. Yellow or orange protection fence netting shall be placed around designated trees/bushes as directed by the Engineer. No equipment, materials, or other Contractor activity shall be conducted within protection fence limits.

Tree branches which obstruct the work area may be trimmed as set forth herein. Tree limbs to be trimmed shall be cut off at the tree trunk or main branch as directed. Trimmings shall be mulched and incorporated into erosion control work. The specific number and location of trees is not shown on the plans. No tree in excess of 4" diameter shall be removed without written authorization from the Engineer.

Where excavation is required within the drip line of the trees, the Contractor shall hand dig the excavation to locate roots. Previous backfill shall be placed around all root structures exposed by Contractor's operations. Roots shall be pruned as close to the trench excavation edge as possible with a Vermeer root cutter or approved equal. Trees shall be root pruned prior to equipment trenching operations. Cuts on tree roots 1-inch diameter or larger shall be treated with root sealer approved by the Engineer. The Engineer shall review and approve all tree trimming and pruning required prior to the Contractor conducting any tree work.

The Contractor shall remove existing native material, rock, and other materials on existing asphalt concrete and a minimum of 1 foot past existing edge of pavement where there is no asphalt concrete dike for preparation of placing asphalt concrete.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in clearing and grubbing including removal and disposal of materials (including, but not limited to; asphalt concrete, aggregate base, rock, native material, tree trimming; re-establishing drainage, developing construction site access; and tree/plant protection and pruning in accordance with the plans and specifications and as directed by the Engineer shall be included in the contract price paid for "Clearing & Grubbing," and no additional compensation will be allowed therefore.

III-2.03 SURFACE GRINDING (Asphalt Concrete)

Contractor shall grind pavement in accordance with Section 42-3, "Grinding," of the State Standard Specifications. Grinding shall be conducted at locations and depths set forth on the plans, as marked in the field, and as directed by the Engineer. Asphalt Concrete Grindings shall become the property of the contractor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in grinding the existing pavement, removing and disposing of the grindings, in accordance with the plans and these specifications, shall be included in the contract price paid per lump sum of "Asphalt Concrete Surface Grind", and no additional compensation will be allowed therefore.

III-2.04 ASPHALT CONCRETE

Asphalt concrete shall conform to the provisions in Section 39-2, "Hot Mixed Asphalt," of the State Standard Specifications and shall be 3/8" maximum, medium grade, Type A hot mix asphalt concrete. Asphalt binder shall be PG 64-16, or as directed by the Engineer.

Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.

The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate as determined by the Engineer.

Contractor shall remove all organic debris from areas to receive asphalt and shall sweep and apply paint binder to existing asphalt concrete vertical surface prior to placing asphalt concrete.

Contractor shall clean entire work area and remove and properly dispose of all construction debris generated by his operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in placing and compacting asphalt concrete (including hand work), saw cutting of existing asphalt concrete, surface preparation and paint binder, complete and in place, at designated locations, and in accordance with these specifications, shall be included in the contract price paid per ton of "Asphalt Concrete", and no additional compensation will be allowed therefore.

III-2.05 ADJUST UTILITIES TO GRADE

Contractor shall adjust all valve boxes, cleanouts, manhole frames, and meter boxes affected by the work to grade in accordance with the plans and these specifications.

Sanitary sewer manholes shall be adjusted to grade by removal of frames and covers, placing concrete grade rings or other approved materials resistant to ground water intrusion, and asphalt concrete backfill. Water valve boxes and sanitary sewer cleanout boxes shall be adjusted to grade by removal of concrete collar, placing a new valve box or cleanout box and concrete grade rings or other approved materials resistant to ground water intrusion, and asphalt concrete backfill. Asphalt concrete shall conform to Section III-2.04 except that it can be hand placed. Concrete and mortar shall comply with Sections 51-1.02F, "Mortar", and Section 90, "Concrete", of the State Standard Specifications. Special care shall be taken to insure no construction debris enters the waste collection system. Contractor's attention is directed to Section III-1.02, "Locate and Protect Existing Utilities."

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in adjusting utilities to grade and coordinating with utility companies shall be included in the contract price paid for each utility adjusted to grade, and no additional compensation will be allowed therefore.

III-2.06 STRIPING AND PAVEMENT MARKINGS

Roadway striping and pavement markings shall conform to Section 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications, the State Standard Plans, the project plans, and these specifications.

The work will consist of replacing thermoplastic traffic stripes and pavement markings obliterated by the work in their original locations, unless noted otherwise by the Engineer. This work includes double yellow centerline striping and right edge lines.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in striping and pavement markings, complete and in place, in accordance with the plans and these specifications, shall be included in the contract price paid for "Striping and Pavement Markings," and no additional compensation will be allowed therefore.

III-2.07 AGGREGATE BASE

Aggregate base shall be Class 2, compacted to at least 95% relative compaction and shall conform to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications and these specifications. Prior to placing aggregate base, the existing native subgrade must be scarified a minimum of 12" deep and recompact to 95% relative compaction in accordance with Section 19 of the State Standard Specifications.

All excess excavated material shall become the property of the Contractor.

Asbestos content in aggregate base shall not exceed 0.01 percent.

Aggregate base shall be placed at depths set forth on the plans. Aggregate base weight tags shall be provided to the Engineer when each load is delivered to the site.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in placing and compacting aggregate base, complete and in place, in accordance with the plans and specifications shall be included in the contract price paid per ton of "Aggregate Base", and no additional compensation will be allowed therefore.

III-2.08 COMPACTION TESTING

The Owner will provide compaction tests at various locations during the work as directed by the Engineer. Compaction tests will be in accordance with ASTM D698. In the event of a test failure the Contractor shall remove and recompact unacceptable backfill or fills in accordance with the plans and specifications.

THE COST OF RE-TESTING SHALL BE BORNE BY THE CONTRACTOR.

ATTACHMENT

Old Sacramento Road Rehabilitation

7/24/2026

Legend

ADDITIVE ALTERNATE #2
- 3" AC OVER 12" AB

ADDITIVE ALTERNATE #1 - 1
INCH AC OVERLAY. 20 FOOT
LONG CONFORM SURFACE
GRIND AT EACH END FOR
FULL ASPHALT CONCRETE
WIDTH.

(E) Bridge

BASE BID - 1 INCH AC
OVERLAY. 20 FOOT
LONG CONFORM
SURFACE GRIND AT
EACH END FOR FULL
ASPHALT CONCRETE
WIDTH.

OLD SACRAMENTO RD.

CITY OF PLYMOUTH
OLD SACRAMENTO ROAD REHABILITATION PROJECT

BID SUMMARY
BID OPENING: SEPTEMBER 1, 2026 at 10:00 A.M.

BASE BID:

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		CAMPBELL CONSTRUCTION		CONSOLIDATED ENGINEERING		WUNSCHEL & SONS	
				\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL
1	Locate and Protect Existing Utilities	LS	1	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$5,200.00	\$5,200.00	\$3,675.00	\$3,675.00
2	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$17,526.00	\$17,526.00
3	Clearing & Grubbing	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$2,656.00	\$2,656.00
4	Asphalt Concrete Surface Grind	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$2,170.00	\$2,170.00	\$14,533.00	\$14,533.00
5	Asphalt Concrete	TON	300	\$200.00	\$60,000.00	\$192.00	\$57,600.00	\$212.00	\$63,600.00	\$203.32	\$60,996.00
6	Adjust Manhole to Grade	EA	2	\$1,750.00	\$3,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$4,475.00	\$8,950.00
7	Striping and Pavement Markings	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$9,300.00	\$9,300.00	\$9,700.00	\$9,700.00
BASE BID TOTALS				\$101,000.00		\$98,500.00		\$103,770.00		\$118,036.00	

ADDITIVE ALTERNATE #1:

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		CAMPBELL CONSTRUCTION		CONSOLIDATED ENGINEERING		WUNSCHEL & SONS	
				\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL
1	Locate and Protect Existing Utilities	LS	1	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$400.00	\$400.00	\$3,899.80	\$3,899.80
2	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$105.00	\$105.00	\$11,000.00	\$11,000.00
3	Clearing & Grubbing	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$200.00	\$200.00	\$2,656.00	\$2,656.00
4	Asphalt Concrete Surface Grind	LS	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$13,500.00	\$13,500.00
5	Asphalt Concrete	TON	90	\$200.00	\$18,000.00	\$199.00	\$17,910.00	\$140.00	\$12,600.00	\$299.08	\$26,917.20
6	Striping and Pavement Markings	LS	1	\$3,500.00	\$3,500.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00
ADDITIVE ALTERNATE #1 TOTALS:				\$30,000.00		\$34,110.00		\$18,505.00		\$62,973.00	

ADDITIVE ALTERNATE #2:

ITEM	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		CAMPBELL CONSTRUCTION		CONSOLIDATED ENGINEERING		WUNSCHEL & SONS	
				\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL	\$/UNIT	TOTAL
1	Clearing & Grubbing	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$7,300.00	\$7,300.00	\$8,004.00	\$8,004.00
2	Aggregate Base	TON	60	\$100.00	\$6,000.00	\$80.00	\$4,800.00	\$47.00	\$2,820.00	\$173.00	\$10,380.00
3	Asphalt Concrete	TON	20	\$200.00	\$4,000.00	\$222.00	\$4,440.00	\$150.00	\$3,000.00	\$618.30	\$12,366.00
ADDITIVE ALTERNATE #2 TOTALS:				\$15,000.00		\$12,740.00		\$13,120.00		\$30,750.00	

BASE BID AND ADDITIVE ALTERNATE #1 #2 TOTALS: \$146,000.00 \$145,350.00 \$135,395.00 \$211,759.00

* DISCREPANCIES
Consolidated Engineering
Additive Alternate #2 - Item 3 - Unit Price
As Submitted: \$3,000; Actual: \$150.00

Wunschel & Sons
Base Bid Total
As Submitted: \$118,056.00; Actual: \$118,036.00

7.2



CITY COUNCIL AGENDA ITEM NO. 7.2
09/23/2026

SUBJECT: DISCUSSION AND POSSIBLE ACTION TO REDESIGNATE ADMINISTRATIVE ANALYST/DEPUTY CITY CLERK POSITION TO ADMINISTRATIVE ANALYST II POSITION AND APPROVE UPDATED JOB DESCRIPTION FOR ADMINISTRATIVE ANALYST II POSITION; INTRODUCTION AND FIRST READING OF ORDINANCE 2026-04 AMENDING PLYMOUTH MUNICIPAL CODE SECTION 18.03.030 CLARIFYING CITY CLERK'S ROLE IN ENVIRONMENTAL REVIEW PROCESS

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager

BACKGROUND

The City currently has an Administrative Analyst/Deputy City Clerk staff classification. Separately, the City Clerk is an elected position of the City of Plymouth.

Concerns have been raised regarding the distinction between an employee serving in the Administrative Analyst/Deputy City Clerk classification while also performing the responsibilities of the independently elected City Clerk position. Although the roles involve separate responsibilities, the current staff title may create unnecessary ambiguity regarding which duties are performed as a City employee and which are performed pursuant to the elected office.

To provide greater organizational clarity and transparency, staff recommends changing the staff classification from Administrative Analyst/Deputy City Clerk to Administrative Analyst II. The proposed change creates a clear distinction between the employees' administrative responsibilities as City staff and the separate responsibilities associated with the elected office of City Clerk.

As part of this change, the job description has also been updated to more accurately reflect the administrative and analytical duties currently performed by the position. The revised classification is intended to clearly define the employee's staff responsibilities without incorporating an elected title into the employee classification.



CITY COUNCIL AGENDA ITEM NO. 7.2

09/23/2026

This action does not create a new staff position or increase the existing salary range. The Administrative Analyst II classification will retain the same salary range previously established for the Administrative Analyst/Deputy City Clerk classification under the City's current salary schedule.

Staff believes the proposed change provides a clearer organizational structure, improves transparency, and avoids potential confusion between duties performed as a City employee and duties associated with an independently elected office.

To further clarify the duties and organizational structure of the City, staff recommends a minor change to Section 18.03.030 of the Plymouth Municipal Code. The introductory paragraph of that section currently indicates that the City Clerk is supervised by the City Planner with respect to certain processes related to CEQA review. To reflect the organizational structure of the City, staff recommends changing the language of that section to reflect the City Clerk works in coordination with the City Planner, as detailed in the attached Ordinance.

ENVIRONMENTAL DETERMINATION

Approval of changes to job classifications and salary schedules does not constitute a project under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.

Furthermore, approval of the code amendment the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action does not constitute a "project" as defined in Section 15378 of the CEQA Guidelines because this action will not result in a direct or reasonably foreseeable indirect physical change in the environment and has no potential for resulting in physical change to the environment, directly or indirectly.

Further, if the activity is deemed a project, this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.



CITY COUNCIL AGENDA ITEM NO. 7.2
09/23/2026

FISCAL IMPACT

There is no anticipated fiscal impact associated with the proposed classification change. The salary range for the Administrative Analyst II position will remain the same as the salary range previously established for the Administrative Analyst/Deputy City Clerk position.

RECOMMENDATION

Staff recommends that the City Council do all of the following:

- Redesignate Administrative Analyst / Deputy City Clerk position to Administrative Analyst II Position
- Approve Updated Job Description for Administrative Analyst II Position
- Introduce and Waive the First Reading of Ordinance 2026-04 Amending Plymouth Municipal Code Section 18.03.030

ATTACHMENT(S)

1. Proposed Administrative Analyst II Job Description
2. Ordinance 2026-04

CITY OF PLYMOUTH

ADMINISTRATIVE ANALYST II

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

Under the supervision of the City Manager, an employee assigned to this position performs a variety of complex professional, technical, administrative and analytical works in support of assigned department, division, function, or program area; to assume responsibility for the management and administration of a specific program area; to recommend action and assist in policy, procedure, work methods, and budget development and implementation for area of assignment; to perform a variety of analytical tasks relative to assigned area of responsibility; to coordinate assigned activities with other functions, divisions, outside agencies, and the general public; and to provide responsible staff assistance in support of the assigned department.

An employee in this position performs in support of the City Clerk, City Manager, City Council, and acts as the Planning Commission Clerk. Current areas of focus are payroll, budgeting, accounting, human resources and special projects; a variety of analytical work in the development and implementation of the City's human resources program; responds to inquiries regarding City personnel rules, policies and procedures; and, as assigned, assists with other administrative services duties, such as utility billing, accounts payable and receivable, purchasing, and customer service.

CLASSIFICATION

This position is full-time; non-exempt; and, confidential.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties of this class include, but are not limited to the following:

- Perform a variety of professional-level research, administrative, operational, financial, and analytical duties related to municipal programs and functions; conduct studies, research projects, and analysis by selecting, adapting, and applying appropriate analytical, research, and statistical techniques.
- Participate in the development and implementation of City Council goals, objectives, policies, and priorities for assigned functions and program areas; oversee on-going or special programs as assigned.
- Conduct or participate in studies of new and existing programs and special projects; research and analyze organization structure, technical data, and fiscal impact to determine feasibility, resolve problems, and increase efficiency; consult with City personnel and outside agencies; develop recommendations.
- Provide assistance in resolving operational and administration problems; identify problem areas and issues; conduct research to find alternative solutions; make recommendations; assist in implementation of recommendations.
- Prepare administrative, operational, and financial reports except where such duties are assigned by statute or ordinance to the City Clerk.
- Assist with the budget process; provide assistance in the development and administration of assigned budget; collect and analyze financial data; make budget recommendations relative to assigned program areas or projects; coordinate and compile budget recommendations prepared by other staff; create data tracking and reporting systems; monitor status.
- Assist with reporting and implementation of grants for various City projects and/or programs.
- Provide staff assistance to the assigned Department Head; participate on a variety of committees;
- Responsible for preparing and processing payroll; filing quarterly payroll reports; and, may supervise clerical staff in specific related tasks.

City of Plymouth
Administrative Analyst II

- Provide assistance in the recruitment and selection of new employees.
- Develop and maintains personnel records.
- Provide orientation to new employees and assist employees with questions regarding their compensation and benefits.
- Research and prepare reports for the Risk Management Authority.
- Provide assistance to City management staff personnel related issues.
- Coordinate staff training for City management staff.
- Assist City management staff with reviewing and responding to public records requests.
- Attend and participates in meetings relative to the field of human resources, records management, elections and conflicts of interest.
- Maintain positive working relationships with representatives of community organizations, state/local agencies and associations, management and staff, and the public.

MINIMUM QUALIFICATIONS

Education and Experience:

- Three (3) years of increasingly responsible experience in administrative and analytical experience preferably in a government agency.
- Possession of a valid California Class C Driver's License at time of appointment.

PREFERRED QUALIFICATIONS

- Graduation from an accredited college or university with an associate's degree in accounting, business administration, public administration, economics or related field or any combination of training and experience that could provide the required knowledge, skills and abilities necessary for the position
- California Notary Public preferred or willing to become a Notary within one-year of appointment.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- General principles of public agency finance, budgeting, payroll, and human resources.
- Laws, rules, regulations, and policies affecting public agency finance, and human resources.
- Principles and practices of project management.
- Principles and practices of local government operations.
- Methods and techniques of research and statistical analysis.
- Principles of business letter writing and basic report preparation.
- Organizational policies and procedures of municipal government.
- Local ordinances, State law and related rules and regulations.
- Public Records Act requirements, Brown Act and other related regulations affecting the conduct of public officials.
- Principles, structure, and organization of public sector agencies.
- Modern office procedures, methods and equipment including computers.

City of Plymouth
Administrative Analyst II

Ability to:

- Perform complex professional, administrative and analytical work in support of City operations.
- Conduct a variety of research, analyze data and prepare clear and concise reports.
- Collect, evaluate, and interpret information and data from multiple sources.
- Participate in the development and administration of division goals, objectives and procedures.
- Participate in the preparation and administration of the City budget
- Conduct or participate in various organizational, fiscal, and administrative studies and analyses including those on new and existing programs and special projects.
- Research, analyze and evaluate new service delivery methods and techniques.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Perform mathematical calculations quickly and accurately.
- Interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately, clearly and concisely.
- Organize, prioritize and follow-up on work assignments; work both independently and as part of a team.
- Exercise sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response.
- Identify existing and potential obstacles to the completing of duties, and to effectively communicate alternative solutions.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk, hear, walk, stoop, bend, lift and/or move up to 25 pounds; use hands and fingers to handle or feel objects, tools or controls; reach with hands and arms. Specific vision abilities required by this job include close and faraway vision and the ability to adjust focus.

WORKING CONDITIONS

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

- Require vision (which may be corrected) to read small print.
- Require hearing, correctible with electronic devices.
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects; lower body mobility may not be required.
- Perform work, which is primarily sedentary, and is subject to inside environmental conditions.
- May be required to use personal vehicle in the course of employment.
- May be required to work at a video display terminal for prolonged periods.
- May be required to work evenings and weekends.

ORDINANCE No. 2026-04

An Ordinance of the City Of Plymouth Amending Section 18.03.030 of the Plymouth Municipal Code Updating Language Related to Responsibilities for Environmental Review Under the California Environmental Quality Act

THE CITY COUNCIL OF THE CITY OF PLYMOUTH DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment of Municipal Code Section 18.03.030

The introductory paragraph of Section 18.03.030 "City Clerk Responsibilities" of Chapter 18.03 of the Plymouth Municipal Code, is hereby amended to read as follows:

The City Clerk shall be responsible for the following functions. The Clerk performs these functions in coordination with the City Planner. The City Clerk may assign some or all of his or her CEQA environmental review process responsibilities to a deputy or Planning Commission secretary:

SECTION 2. CEQA

Approval of the code amendment the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action does not constitute a "project" as defined in Section 15378 of the CEQA Guidelines because this action will not result in a direct or reasonably foreseeable indirect physical change in the environment and has no potential for resulting in physical change to the environment, directly or indirectly.

Further, if the activity is deemed a project this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction; the remaining portions of this Ordinance shall none the less remain in full force and effect. The Council hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions of this Ordinance be declared invalid or unenforceable

SECTION 4. Effective Date

This ordinance shall take effect (30) days after its adoption.

The foregoing Ordinance was introduced at a special meeting of the City Council of the City of Plymouth held on the 23rd day of September 2026, and was passed and adopted at a regular meeting of said City Council held on the ____ day of October 2026, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Victoria McHenry, City Clerk

Don Nunn, Mayor

7.3



CITY COUNCIL AGENDA ITEM NO. 7.3
09/23/2026

SUBJECT: Discussion and Possible Action to Approve a TOT Funding Request for the 2026 Christmas Market for up to \$3,000

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager

BACKGROUND

The City has historically provided financial support for community events and promotional activities through the Transient Occupancy Tax (TOT) Streets & Promotions Fund (Fund 02).

In 2025, the City Council considered a TOT funding request for the annual Christmas Market. The initial request was for \$4,000, and the Council ultimately considered funding of up to \$3,000 after requesting additional information regarding available TOT funding and liability insurance for the event.

For 2026, the City has received a new TOT funding request for the annual Christmas Market in the amount of \$3,000, which is less than the amount initially requested in 2025.

The TOT Streets & Promotions Fund has an approximate beginning fund balance of \$196,335 for the current fiscal year. The adopted budget includes approximately \$6,500 in estimated revenue and \$66,000 in proposed expenditures from the fund.

Historically, the TOT Streets & Promotions Fund has been used to support community events and promotional activities, including events such as the Fourth of July celebration, Christmas activities, Purple Heart events, Berry Sweet Festival, Four Fires, Frankly Bluegrass, Rodeo, and other community and tourism-related activities.

ENVIRONMENTAL DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.



CITY COUNCIL AGENDA ITEM NO. 7.3
09/23/2026

FISCAL IMPACT

Approval of the TOT funding request would result in an expenditure of up to \$3,000 from the City's Transient Occupancy Tax Streets & Promotions Fund (Fund 02).

RECOMMENDATION

Staff recommends the City Council discuss the TOT funding request and provide direction to staff regarding whether and how much funding should be awarded.

ATTACHMENT(S)

1. TOT Funding Request Application
2. Statement of Purpose



TOT GRANT APPLICATION

FOR OFFICIAL USE ONLY: TIME/DATE STAMP

Date: _____

NAME OF ACTIVITY: _____

APPLICANTS CONTACT INFORMATION:

SECONDARY CONTACT PERSON:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

CELL NUMBER: _____

CELL NUMBER: _____

EMAIL: _____

EMAIL: _____

AMOUNT BEING REQUESTED: \$_____

BRIEF DESCRIPTION OF ACTIVITY: (ATTACH SUPPORTING DOCUMENTS AND ADDITIONAL PAGES IF MORE SPACE IS NEEDED)

STATEMENT OF PURPOSE: _____

EVENTS ESTIMATED BUDGET: \$_____ ESTIMATED ATTENDANCE: _____

HAVE YOU BEEN AWARDED TOT GRANT FUNDS IN THE LAST 3 YEARS? YES _____ NO _____

IF YES, PLEASE ATTACH A LIST OF THOSE EVENTS.

PLYMOUTH CITY HALL • 9426 MAIN STREET • P.O.BOX 429 • PLYMOUTH, CA 95669
PHONE (209) 245-6941 • FAX (209) 245-6953
EMAIL: cbegbie@cityofplymouth.org

IF YES, PLEASE ATTACH A LIST OF THOSE EVENTS.: this will be the 6th annual Christmas Market

Christmas Market Statement of purpose:

Bringing a Christmas market to Plymouth serves as a wonderful way to foster community spirit, support local businesses, and bring festive joy to everyone. It's all about creating a magical holiday experience where people can gather, enjoy seasonal treats, discover unique gifts, and celebrate the traditions that make this time of year special. A Christmas market can also enhance the vibrancy of our downtown, boosting its appeal as a destination for locals and visitors alike.

2026 Budget Breakdown:

Streamed Music: 0 volunteer

Santa: 0 volunteer

Horse and Buggy Ranch (includes tip) 2,400.00

Signs/Marketing 300.00

Kids Crafts and treat 100.00

Decorations(most will remain through the winter- replenishing lights, ribbon, batteries, etc) 200.00

Total Budget 3,000.

2025 Christmas Market TOT funding allocation:

Budget Breakdown:

Streamed Music: 0

Horse and Buggy Ranch (includes tip) 2,400.00

Signs/Marketing 300.00

Kids Crafts and treat 200.00

Decorations(some will remain through the winter) 500.00

Total Budget 3,400.00

7.4



CITY COUNCIL AGENDA ITEM NO. 7.4
09/23/2026

SUBJECT: Review and Adopt Resolution 2026-19 Adopting a List of Projects for Fiscal Year 2026-27 Funded by SB 1: The Road Repair and Accountability Act of 2017

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager

BACKGROUND

Senate Bill 1, the Road Repair and Accountability Act of 2017, provides funding to cities and counties for local street and road maintenance and rehabilitation through the Road Maintenance and Rehabilitation Account (RMRA).

As a condition of receiving RMRA funding, the City is required to adopt by resolution a list of projects proposed to receive funding and submit the required project information to the California Transportation Commission (CTC).

For Fiscal Year 2026-27, the City of Plymouth is estimated to receive approximately \$31,482 in RMRA funding. Staff proposes utilizing these funds toward the Old Sacramento Road Dig Out Project, consisting of pavement repair and rehabilitation along approximately 2.25 miles of City-owned portions of Old Sacramento Road from Main Street to the City's spray fields.

The proposed work includes saw-cutting and excavation of failed pavement areas, removal of deteriorated asphalt and base material, subgrade preparation and compaction, placement of aggregate base and hot mix asphalt, and associated traffic control. The project is anticipated to be completed in Spring 2027.

Adoption of the attached Resolution will satisfy the City's project-list requirement for Fiscal Year 2026-27 RMRA funding.

ENVIRONMENTAL DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.



CITY COUNCIL AGENDA ITEM NO. 7.4
09/23/2026

FISCAL IMPACT

There is no financial impact to the City by passing this resolution.

RECOMMENDATION

Adopt the Resolution approving the list of projects proposed to receive Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account (RMRA) funding pursuant to Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017.

ATTACHMENT(S)

1. Resolution 2026-19 Adopting a List of Projects for Fiscal Year 2026-27 Funded by SB 1: The Road Repair and Accountability Act of 2017

RESOLUTION NO.2026-19

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Plymouth are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Plymouth must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Plymouth, will receive an estimated \$31,482 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the 8th year in which the City of Plymouth is receiving SB 1 funding and will enable the City of Plymouth to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Plymouth has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Plymouth used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Plymouth maintain and rehabilitate approximately 2.25 miles of Old Sacramento Road throughout the City of Plymouth this year; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Plymouth's streets and roads are in a good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a potentially excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Plymouth, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Each NEW Project Proposed MUST Include:

Project Title: Old Sacramento Road Dig Out Project

Project Description: Saw-cutting and excavating failed, alligator-cracked, or unstable asphalt concrete pavement to a depth specified by standard public works metrics.

Removing and properly disposing of all excavated asphalt and sub-base material.

Compacting the existing subgrade. Placing and compacting new aggregate base and hot mix asphalt (HMA) to bring the patch flush with the surrounding roadway surface.

Deploying temporary traffic control (signs, cones, flaggers) during active work hours to ensure worker and motorist safety.

Project Location: City owned portions of Old Sacramento Road from Main Street to the Spray Fields – approximately 2.25 miles

Estimated Project Schedule: Start (Spring 2027– Completion (Spring 2027) based on the component being funded with RMRA funds

Estimated Project Useful Life: 20+ years

PASSED AND ADOPTED by the City Council of the City of Plymouth, State of California this 23rd day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Don Nunn, Mayor

Victoria McHenry, City Clerk

7.5



CITY COUNCIL AGENDA ITEM NO. 7.5
09/23/2026

SUBJECT: Discussion and Possible Action to Adopt Updated Salary Schedule for City Employees

DEPARTMENT: City Manager's Office

STAFF: Cameron Begbie, City Manager

BACKGROUND

Staff identified the need to correct the City's Salary Schedule to ensure it accurately reflects the salary schedule approved by the City Council on February 13, 2025, in conjunction with the Fiscal Year 2024/25 Budget and effective July 1, 2024.

The corrected Salary Schedule does not modify previously approved compensation, with the exception of the Recreation Aide classification as described below. The revisions are limited to the following:

Administrative Analyst II: The position title has been updated from Administrative Analyst/Deputy City Clerk to Administrative Analyst II. This is a title change only and does not modify the previously approved salary range.

Recreation Aide: The hourly rate has been updated from \$16.60 to \$16.90 to comply with California's minimum wage requirements.

All salaries reflected on the corrected Salary Schedule, including the \$16.90 hourly rate for Recreation Aide, were incorporated into and approved as part of the Fiscal Year 2026/27 Budget.

Approval of the corrected Salary Schedule will provide a clear and accurate record of the City's authorized classifications and compensation rates.

ENVIRONMENTAL DETERMINATION

This action is not a project under the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.



CITY COUNCIL AGENDA ITEM NO. 7.5
09/23/2026

FISCAL IMPACT

There is no additional fiscal impact associated with approval of the corrected Salary Schedule. The applicable salaries and wages were included in the adopted Fiscal Year 2026/27 Budget.

RECOMMENDATION

Adopt the corrected City of Plymouth Salary Schedule to accurately reflect previously approved salaries and position classifications.

ATTACHMENT(S)

1. Incorrect Salary Schedule
2. Corrected Salary Schedule

City of Plymouth
Hourly Salary Schedule

CLASS	RANGE	A	B	C	D	E
City Manager						Contract
Superintendent of Public Works	57	\$37.57	\$39.45	\$41.43	\$43.50	\$45.67
Director of Public Works	55	\$36.83	\$38.68	\$40.61	\$42.64	\$44.77
Management Analyst	43	\$32.69	\$34.32	\$36.04	\$37.84	\$39.73
Senior Accountant	33	\$29.59	\$31.07	\$32.63	\$34.26	\$35.97
Administrative Analyst II	32	\$29.30	\$30.76	\$32.30	\$33.92	\$35.61
Chief Wastewater Plant Operator	32	\$29.30	\$30.76	\$32.30	\$33.92	\$35.61
Accountant	31	\$29.01	\$30.46	\$31.98	\$33.58	\$35.26
Administrative Analyst	30	\$28.72	\$30.16	\$31.67	\$33.25	\$34.91
Wastewater Plant Operator	30	\$28.44	\$29.86	\$31.35	\$32.92	\$34.57
Account Clerk II	29	\$28.44	\$29.86	\$31.35	\$32.92	\$34.57
Maintenance Lead Worker	21	\$26.26	\$29.56	\$31.04	\$32.59	\$34.22
Operator in Training	26	\$27.60	\$28.98	\$30.43	\$31.95	\$33.55
Maintenance Worker II	16	\$24.99	\$26.24	\$27.55	\$28.93	\$30.37
Account Clerk I	14	\$24.49	\$25.72	\$27.01	\$28.36	\$29.77
Administrative Assistant	10	\$23.54	\$24.72	\$25.95	\$27.25	\$28.61
Maintenance Worker I	1	\$21.52	\$22.60	\$23.73	\$24.91	\$26.16
Office Assistant	1	\$21.52	\$22.60	\$23.73	\$24.91	\$26.16

City of Plymouth
Effective July 1, 2024
Approved 02/13/2025, Salaries included in the Budget adoption
Hourly Salary Schedule

CLASS	RANGE	A	B	C	D	E
Building Official	PT-2	88.85				
Building Inspector	PT-3	53.30				
Head Lifeguard	PT-4	20.76				
Lifeguard	PT-5	18.64				
Recreation Aide	PT-5	16.90				

City of Plymouth
Hourly Salary Schedule

CLASS	RANGE	A	B	C	D	E
City Manager						Contract
Superintendent of Public Works	57	\$37.57	\$39.45	\$41.43	\$43.50	\$45.67
Director of Public Works	55	\$36.83	\$38.68	\$40.61	\$42.64	\$44.77
Management Analyst	43	\$32.69	\$34.32	\$36.04	\$37.84	\$39.73
Senior Accountant	33	\$29.59	\$31.07	\$32.63	\$34.26	\$35.97
Administrative Analyst II	32	\$29.30	\$30.76	\$32.30	\$33.92	\$35.61
Chief Wastewater Plant Operator	32	\$29.30	\$30.76	\$32.30	\$33.92	\$35.61
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Maintenance Lead Worker	21	\$26.26	\$27.57	\$28.95	\$30.40	\$31.92
Operator in Training	26	\$27.60	\$28.98	\$30.43	\$31.95	\$33.55
Maintenance Worker II	16	\$24.99	\$26.24	\$27.55	\$28.93	\$30.37
Account Clerk I	14	\$24.49	\$25.72	\$27.01	\$28.36	\$29.77
Administrative Assistant	10	\$23.54	\$24.72	\$25.95	\$27.25	\$28.61
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City of Plymouth
Effective July 1, 2024
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Building Official	PT-2	88.85				
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Head Lifeguard	PT-4	20.76				
Lifeguard	PT-5	18.64				
Recreation Aide	PT-5	16.90				

10.1

CLOSED SESSION

