BID DOCUMENTS

FOR

CITY OF PERRIS

OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS (CIP# \$132) (P8-1416)

PREPARED BY:

Tri Lake Consultants, Inc.

Stuart E. McKibbin, City Engineer

City of Perris



BID OPENING - December 15, 2022, 2:00 PM

Active Bidder Website

Expected Award of Contract – January 10, 2023 Anticipated Start of Construction – February 13, 2023

Project Information Sheet

Project: Old Nuevo Road Sidewalk & Streetlights (CIP# S132) (P8-1416)

Bid Opening Date: December 15, 2022 @ 2:00 p.m.

Expected Bid Award Date: January 10, 2023

Anticipated Start Date: February 13, 2023

Construction Time: 60 Working Days

Working Days: Monday through Friday – 7:00 AM to 4:00 PM (Excluding

Holidays)

Liquidated Damages: \$1,000 per calendar day.

Project Description: The project is located on the west side of the city along Nuevo Road between A Street and Webster Avenue. General work consists of the removal and replacement of asphalt pavement and aggerate base, the installation of streetlights as well as constructing concrete items such as curb & gutter, driveways, curb ramps and sidewalk.

Engineer's Estimate is \$210,000

Post all questions/inquiries on Active Bidder website

Note: See specifications for details regarding the above information.

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NOTICE INVITING SEALED PROPOSALS (BIDS) PUBLIC NOTICE SECTION 1 – NOTICE OF BIDS

The CITY OF PERRIS invites online bids on the Active Bidder website, until 2:00 p.m. on December 15, 2022 for Old Nuevo Road and Sidewalk and Streetlights Project CIP# S132.

The project is located on the west side of the city along Nuevo Road between A Street and Webster Avenue. The work generally consists of the removal and replacement of asphalt pavement and aggerate base, the installation of streetlights as well as constructing concrete items such as curb & gutter, driveways, curb ramps and sidewalk. As part of the work the Contractor shall furnish all labor, technical and professional services, supervision, materials and equipment, and performing all operations necessary and required in conformity with the requirements in the specifications and plans.

No hard copy of bid package will be accepted. The Bid Closing Date and time shall be simultaneous with the Bid Opening. The Bid Opening will be held online on the active bidder website.

The plans and specifications are available online to download through Active Bidder website which can be accessed through the City of Perris website (http://cityofperris.org/city-hall/bids.html).

All questions and requests for information and acceptability of substitutes, including any questions addressing the interpretation or clarification of the Contract Documents must be submitted directly to the Active Bidder website prior to December 5, 2022. Answers will be posted on Active Bidder on or before December 9, 2022.

The successful bidder shall begin and complete all work within 60 working days of the Notice to Proceed. The award, if made, may be made to the lowest responsible bidder whose Bid is determined responsive to the Bid Documents. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, religion, sex, marital status, national origin, age, veterans' status or handicap.

Bidders are advised that this Contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Contractors must be registered and qualified with the California Department of Industrial Relations, in accordance with Labor Code 1771.1(b). All bids must include proof of current, valid registration and qualification status with the Department of

Industrial Relations. Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and general prevailing rate for holiday and overtime work. These rates will be on file at the Owner's office and they will be made available to any interested party upon request. Each Contractor to whom a Contract is awarded must pay the prevailing rates, post copies thereof at the job site and otherwise comply with applicable provisions of state law.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted total contract amount. The successful bidder will be required to furnish, prior to award of the Contract.

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders shall possess a State Contractor's license, Class A or appropriate license at the time of contract award.

All Bidders will be required to hold their original bid prices, without change, for a period of forty-five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. Seq. The successful bidder will be required to provide backup calculations for their bid.

If the Contract cannot be awarded within this forty-five (45) day period for any reason, the time to award may be extended by mutual agreement between the City and each bidder. Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the City shall be treated as withdrawing their bid and will not be considered in the final award. The bidder may withdraw his/her bid without further liability on the part of either party.

Bidders are advised that if awarded this Contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to monies withheld by the Agency to insure performance under the Contract.

The City of Perris affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

SECTION 2 – INFORMATION FOR BIDDERS

- 1. Bids shall be submitted online via Active Bidder and will be received on Active Bidder by the CITY OF PERRIS, herein called the "Agency" until 2:00 p.m. on December 15, 2022 and will be announced online via the Active Bidder website.
- 2. Each Bid must be submitted on Active Bidder website. No bids shall be submitted directly to the Agency.
- 3. All Bids must be made on the required **Bid Form** and uploaded to Active Bidder.
- 4. Each Bid must be accompanied by a **Bid Bond** (on the required form) payable to the Agency for ten (10) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Agency will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned. A cashier's check or cash may be used in lieu of a Bid Bond.
- 5. The Agency may waive informalities, irregularities or defects or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
- 6. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. The bidder shall examine carefully the site of the proposal and the plans and specifications for the work contemplated. It will be assumed that the bidder has investigated and is satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications. It is mutually agreed that submission of a proposal shall be prima facie evidence that the bidder has made such examinations and is so satisfied. The plans for the work will show conditions as they are supposed or believed by the Engineer to exist but is not intended nor is to be inferred that the conditions as shown thereon constitute a representation by the City or its officers that such conditions are actually existent. Neither the City nor any of its officers shall be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and actual conditions revealed during the progress of the work or otherwise. The Contractor is to assume all risks as to natural conditions and contingencies attending the work.

- 7. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
- 8. **Bonds and Insurance Certificates** must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.
- 9. The Contractor will be required to submit a certificate of insurance which indemnifies the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God.
- 10. A **Payment Bond** and a **Contract Performance Bond** (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.
- 11. **Progress Payments** will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.
- 12. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
- 13. The party to whom the Contract is awarded will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award.
- 14. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.
- 15. The Notice of Award shall be accompanied by the necessary Contract, Bond, and insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written contract

- to perform the work at his bid price.
- 16. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
- 17. **Notice to Proceed** to start construction is anticipated to be issued February 13, 2023. Should there be reasons why the Notice to Proceed cannot be issued for this date by City, the time may be extended by the Agency. If the Notice to Proceed has not been issued within the forty-five (45) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the party.
- 18. The Agency may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. A conditional or qualified Bid will not be accepted.
- 19. Award, if made, will be to the lowest responsive and responsible Bidder.
- 20. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
- 21. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.
- 22. All Bidders shall supply the names and address of Subcontractors as set forth in the Bid.
- 23. Successful Bidder and Subcontractors shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained at 101 North "D" Street, Perris, CA 92570.
- 24. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workman needed to execute the contract or work as hereinafter set forth (see Labor Code 1770 et. seq.). Copies of rates are on file at the offices of the City Clerk of the City of Perris. Copies shall be made available to any interested party upon request. The successful Bidder shall post a copy of such determination

- at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this project by all Contractors and Subcontractors. The successful Bidder shall provide the Agency with copies of certified payroll on forms provided by the Division of Labor Standards Enforcement (213) 897-2905 or other approval forms.
- 25. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
- 26. Bidder understands and agrees to hold his original bid prices, without change, for a period of forty-five (45) days from the date bids are opened except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.
- 27. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the Agency and each Bidder. Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the Agency shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.
- 28. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.
- 29. Since time is of the essence, Bidder agrees to commence work under this Contract on or before the anticipated construction start date of February 13, 2023 and to fully complete all work on or before the 60th working day after this date. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each consecutive calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.
- 30. The City encourages bidders to seek participation by DBE Contractors, Suppliers, and Sub-Contractors.
- 31. The access to each property shall not be restricted during normal business hours (8:00 AM to 5:00 PM, Monday through Friday) without a minimum of five (5) days written notice. A minimum of one 12-foot lane, in each direction, with an even driving surface shall be available at all times. Residents, adjacent schools, emergency services, and CR&R shall be notified by

contractor distributing construction information fliers a minimum of seven (7) days in advance of construction.

- 32. Prior to the issuance of the Notice to Proceed, the Contractor shall be responsible to submit a traffic control plan for the time of construction, signed by a Registered Traffic Engineer. This plan shall be submitted no later than the pre-construction meeting.
- 33. If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a request for an interpretation or correction thereof. The request shall be submitted directly to the Active Bidder website. The Active Bidder website can be accessed through the City of Perris website (http://cityofperris.org/city-hall/bids.html). The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be uploaded to the Active Bidder website. The Engineer will not be responsible for any other explanation or interpretation of the plans, specifications, or other contract documents.

BID FORM

Bid Date: December 15, 2022

Time: 2:00 p.m.

Place: Active Bidder Website

Project: Old Nuevo Road Sidewalk and Streetlights

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if the Bid is bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of	, hereinafter called "Bidder", organized and
existing under the laws of the	State of California, doing business as
	Insert "a corporation", "a partnership", "a joint venture", or "an
individual", as applicable.	

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

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

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on February 13, 2023, and to fully complete all work on or before the 60th working day after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

The bidder		, proposed
subcontractor		, hereby certifies that he has
required, he has filed	as required by Executi d with the Joint Report	vious contract or subcontract subject to the equal ve Orders 10925, 11114, or 11246, and that, where ing Committee, the Director of the Office of Federal nt contracting or administering agency, or the former
*		ent Opportunity, all reports due under the applicable
	Name	Date

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NOTE:

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the Bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE:

The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and non-Collusion Affidavit.

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

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past 3 years;

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

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

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

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

Person who inspected site of the proposed work as a representative of your to					
Name (please print)	Date of Inspection				
Bidder acknowledges receipt of t	the following Addenda:				
	Dated				
Bidder's Signature					
Contractor's California License No.	Type of License				
LICEUSE IVO.					
Name of License Holder	Expiration Date				

Contact Information:						
Company Name:						
Contact Person:						
Title:						
Company Address:						
Phone Number:						
Fax Number:						

OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS

Bidder (Company Name)	:
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BID SCHEDULE

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION	\$	\$
2	1	L.S.	TRAFFIC CONTROL	\$	\$
3	1	L.S.	WATER POLLUTION CONTROL	\$	\$
4	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$	\$
5	1	L.S.	CLEARING & GRUBBING	\$	\$
6	1	L.S.	RELOCATE EXISITING FACILITIES	\$	\$
7	365	C.Y.	ROADWAY EXCAVATION AND REMOVALS	\$	\$
8	3262	S.F.	COLD MILL	\$	\$
9	19	TN	CLASS II AGGREGATE BASE	\$	\$
10	550	TN	ASPHALT CONCRETE	\$	\$

11	1,184	L.F.	ASPHALT DIKE	\$ \$
12	1	L.S.	STREETLIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES	\$ \$
13	1	EA	CURB RAMP	\$ \$
14	2,046	S.F.	SIDEWALK	\$ \$
15	280	L.F.	CURB & GUTTER	\$ \$
16	3	EA	RESIDENTIAL DRIVEWAY	\$ \$

TOTAL ITEMS 1-16:	\$			
	(Figures)			
Written Total (Bid Items 1-16)				

Written Amount (Continued)

Please note the following regarding bids:

- Award will be based upon responsible and responsive bidder for lowest combined cost for Bid Items 1 16.
- Bid shall include all sales tax, and other taxes and fees.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Bid Documents shall include list of subcontractors and manufacturer items.
- Bid Bond, Contractor, and subcontractors registration form(s) and other documents required at the time of bid submittal

BID BOND

KNOW	ALL	IVIEIN	DІ	тпезе	ΓK	esen i s,	U	iat w	e,	the		rinci _l	
and									_		ety, ar	e her	eby
held and	firmly	bound	unto	the CITY	OF	PERRIS	as	Agency	y in	the	penal	sum	of
								f	or	the	payn	nent	of
ŕ	gns. (No	•		le, we herel erris requir		·		•					
Signed, th	nis		day o	f			•	, 20					
The Cond	dition of	f the abo	ove ob	ligation is	such	that wher	reas i	the Pri	ncip	al ha	as subr	nitted	l to

the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

OLD UEVO ROAD SIDEWALK AND STREETLIGHTS

NOW, THEREFORE,

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL:		
Two Witnesses (If Individual):		
Ву:		By:
Title:		Title:
ATTEST (If Corp	oration):	
Ву:		Title:
(Corporate Seal)		
SURETY:		
ATTEST:		
By:		By:
Title:		Title:
(Corporate Seal)		
IMPORTANT:	Department's most c	ecuting Bonds must appear on the Treasury urrent list (Circular 570 as amended) and be ct business in the state where the Project is

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:				
(Name and Address of Surety)				
Oleman and Addison of Accord				
(Name and Address of Agent or Representative for service of process in				
California, if different from above)				
nom above)				
(Telephone Number of Surety				
and Agent or Representative for service of process in				
California)				

BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-

Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for a	dditional firms.				I	FEDERAL PROJECT NUMBER:		
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item	Contractor License Number	DBE (Y/N)		Anr	nual Gross Receipts
		Amount	Subcontracted	DIR Reg Number			ĺ	
NAME								< \$1 million
								< \$5 million
							L	< \$10 million
City, State							上	< \$15 million
							А	ge of Firm in years
NAME								< \$1 million
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BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but

FEDERAL PROJECT NUMBER:

were not selected to particip	pate as a subcontractor on	this project.					
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
			Subcontracted	DIR Reg Number			
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million < \$15 million
City, State							Age of Firm in
							years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million < \$15 million
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Photocopy this form for additional firms.

LISTING OF MANUFACTURES

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

	Item or Material	Manufacturer or Supplier	DBE (Yes/No)
1.	CLASS II AGGREGATE BASE		
2.	CONCRETE		
3.	ASPHALT CONCRETE		
4.	STREETLIGHTS		
5.			
6.			
7.			
8.			
9.			
10.			
	1 11 1 1 1 0		' · CD' 1 1 1

No changes shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the specifications. Should such change be allowed by the Agency, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

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

RESPECTFULLY SUBMITTED:						
Signature	_		Please P	rint		
Title			Address			
Date						
Contractor's California License No.			Type of	License		
Name of License Holder			Expirati	on Date		
THE REPRESENTATIONS MADE PERJURY.	HEREIN	ARE	MADE	UNDER	PENALTY	OF
Federal I.D. No.	<u> </u>					
(SEAL-if Bid is by a Corporation)						
ATTEST						

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:
Firm Name
Signature
Print Name
Contractor's California License No
Expiration Date

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED:		
	(Name of Bidder)	
	(Signature)	
	(Print Name and Title)	
California License No.	Type of License	
Name of License Holder	Expiration Date	

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<u>CERTIFICATION OF BIDDER REGARDING NON-SEGREATED FACILITIES</u>

Project Name:	
Name of Bidder:	
The above named Bidder hereby certification	ies that:
establishments, and that I so no permit under my control, where segregated fac- term "segregated facilities: means any restaurants, and other eating areas, time lots, drinking fountains, recreation or e provided for employees which are segr the basis of race, color, religion, nation otherwise.	inployees any segregated facilities at any of my my employees to perform their services at any location, cilities are maintained. As used in this certification the waiting rooms, work areas, restrooms, wash rooms, et clocks, locker rooms, or other dressing areas, parking entertainment areas, transportation, and housing facilities regated by explicit directive or are in fact segregated on hall origin, or because of habits, local customs, or
award of subcontracts exceeding \$10,0	* *
DATED:	
	Signature
	Print name and Title
California License No.	Type of License
Camorna License 140.	Type of Electise
Name of License Holder	Expiration Date

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engayears.	nged in the contraction	ng business under his present business name for
Bidder's experience in Specification extends		nilar in type and magnitude to that set forth in the years.
Bidder, as Contractor follows:	r, has satisfactorily co	ompleted all Contracts awarded to him, except as
(Name any/all excep	otions and reasons	and attach and designate additional pages if
	r in type and magnitu	satisfactorily completed the following contracts ide to that set forth in these Specifications for the authorities):
Name & Address	Representative	Type of Work, Year
of Owner/Agency	and Telephone	Completed & \$ Amount
Ridder shall attach as	nd nronerly designate	e additional pages, if necessary.

NOTICE OF AWARD

<u>CITY OF PERRIS</u> OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS

The Agency has considered the Bid submitted by you for the above described work in response to its Notice Inviting Sealed Proposals (Bids) dated December 15, 2022 and Information for Bidders for the above mentioned project.

ou are hereby notified that your Bid has been accepted in the amount of \$
d the Extract of Public Works contract Award has been forwarded to the California
epartment of Industrial Relations and the Division of Apprenticeship Standards.
ou are required by the Information for Bidders to execute the Contract and furnish the
quired Contractor's Labor and Material Payment Bond, Contract Performance Bond, and
ertificates of Insurance within ten (10) calendar days from the date of this Notice.
nticipated construction start date is February 13, 2023.

If you fail to execute said Contract and to furnish said Bonds and Insurance Certificates within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Agency will be entitled to such other rights as may be granted by law.

A mandatory pre-construction meeting for the contractor and all of his subs will be required prior to start of work and will be scheduled upon receipt of all contract documents.

You are required to return an acknowledged copy of this Notice of Award to the Agency.

Dated this ______, 2023.

City of Perris
Agency

By: <u>Stuart E. McKibbin, City Engineer</u>
Title

ACCEPTANCE OF NOTICE OF AWARD

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PUBLIC WORKS CONTRACTOR REGISTRATION

(Pursuant to SB 854)

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

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contactor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

BIDDERS AND THEIR SUBCONTRACTORS (listed on the Designation of Subcontractors List) must provide an extract (pdf) at time of bid showing active registration from the Public Works Contractor Registration online registration at https://efiling.dir.ca.gov/PWCR/Search

Failure to submit any of the above-mentioned information with your bid may deem your bid non-responsive

SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION EXTRACTS

**

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC	WORKS CON	STRUCTION CONTRACT ("Contract") is made and entered	
into as of the da	ite executed by tl	ne City Manager, by and between ("Contractor")	
and the City	of Perris ("City	"), for a total amount of \$, consisting of	
\$	as set forth	in Contractor's bid (the "Contract Amount") and up to	
\$	in a Constructio	n Contingency amount if approved by the City pursuant to this	
Contract.			
· •	ursuant to the No	otice Inviting Bids, bids were received, publicly opened, and said Notice, and;	
WHEREAS, Ci	ity did accept the	e bid of Contractor dated, 20 ("Contractor's	
	=	athorized the City Manager to enter into a written Contract with quipment, and material for the construction of:	
\mathbf{J}	OB NO.:	P8-1416	
D	ESCRIPTION:	Old Nuevo Road Sidewalk and Streetlights	
L	LOCATION: Nuevo Road west old A St. and east of Webster Ave.		

(Hereinafter referred to as "the Project").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

- 1. <u>GENERAL SCOPE OF WORK</u>: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the "Work"). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor's Bid, and (iii) the instructions of the City Engineer or his/her designee.
- 2. <u>CONTRACT DOCUMENTS INCORPORATED</u>: This Contract includes and hereby incorporates in full the following documents, including all exhibits, drawings, plans and specifications, attachments, and addenda thereto (collectively, the "Contract Documents"):
 - A. Notice of Bids
 - B. Information for Bidders
 - C. Bid Forms
 - D. Contractor's Bid
 - E. General Provisions
 - F. Standard Provisions

- G. Project Plans
- H. Performance and Payment Bonds
- I. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly and in accordance with the law and lawful governmental regulations shall be performed by Contractor whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

- 3. CONSTRUCTION START AND COMPLETION DATE: The start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer ("Start Date"). Contractor shall complete the Project within 60 Working Days from the Start Date. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.
- **4.** <u>INSURANCE</u>: Contractor shall not commence any Work under this Contract until Contractor has obtained all insurance required by the Contract Documents from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.
- 5. PREVAILING WAGES: In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Engineering

Department, 24 S. "D" Street, Suite 100, Perris, California, 92570 and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at http://www.dir.ca.gov. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contactor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner, certified copies of the payroll records for all said workers for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

6. <u>APPRENTICESHIP EMPLOYMENT</u>: In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under him shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

7. <u>LEGAL HOURS OF WORK</u>: Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said California Labor Code.

8. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

Contractor shall cause job site notices to be posted as prescribed by regulation.

- 9. <u>NON-DISCRIMINATION</u>: No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.
- **10.** <u>CONTRACTOR'S LIABILITY; INDEMNIFICATION</u>: City, its elected officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage

to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

Contractor will indemnify City of Perris, Tri Lake Consultants, Inc., its elected officials, officers, agents and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with this Contract, the Work, operation, or activities of Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive negligence, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all cost and expenses, including attorney's fees incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor, or City, Tri Lake Consultants, Inc., or its elected officials, agents or employees, covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor agrees to save and hold the same harmless therefrom.
- c. In the event City/Tri Lake Consultants, Inc. is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City/Tri Lake Consultants, Inc. in such action or proceeding together with reasonable attorney's fees.
- d. Any payments due to Contractor under this Contract may be retained by City until disposition has been made of actions or claims for damage described herein.

11. **SUBCONTRACTOR COMPLIANCE**: Contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

- **12.** <u>THIRD PARTY CLAIM</u>: Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.
- **13.** <u>CONTRACT PRICE AND PAYMENT</u>: City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("Contingency") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

- 14. <u>RIGHTS, TITLE, INTEREST</u>: In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [California Public Contract Code Section 7103.5(b)]
- **15. <u>DEFECTIVE WORK</u>**: City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure

of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

- **16.** <u>TERMINATION</u>: City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days written notice. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the Surety, then existing or accrued thereafter.
 - A. TERMINATION FOR CAUSE: It is City's right to terminate this Contract upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination. Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which he has no control; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the Architect, Inspector, or City Engineer under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work

and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

B. <u>TERMINATION FOR CONVENIENCE</u>: City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

- C. <u>DISCONTINUE WORK</u>: Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.
- 17. <u>ATTORNEY FEES</u>: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

- **18.** <u>ACCOUNTS AND RECORDS</u>: Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.
- 19. <u>CONFLICTS OF INTEREST</u>: No officer or employee of City shall have any financial interest in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.
- **20. AUTHORITY TO EXECUTE**: The persons executing this Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other agreement to which said party is bound.
- **21.** <u>VENUE</u>: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

Contractor

State	of California			
Contra	actor's License No:	· 	Expirati	on Date:
Contra	actor's Business Tele. #: () _	;	Emerge	ncy Tele. #: ()
	Contrac	etor Name:		
	(SEAL)	Address:		
	(SEAL) ture must be that of a duly authori must be officers of the company.)	zed repres	entative	(Corporations require two signatures
By:			By:	
	(Signature)			(Signature)
	(Print Name)			(Print Name)
	(Date)			(Date)
Title:			Title:	
		<u>City</u>		
City o	of Perris			
	Attest to:			
	City Clerk			City Manager
	 Date			

CERTIFICATE OF CONTRACTOR

I,	, certify that I am a/the
partnership, or specify corporate off the foregoing contract.	(designate sole proprietor, partner in fice, e.g., secretary) in the entity named as CONTRACTOR in
I hereby expressly certify that the na	ame of the entity to which I am
complied with all applicable laws a	; that this entity is in good standing and has and regulations, and that I have been expressly authorized by xecute this Contract on behalf of the above named entity.
Signature	Print Name
ATTEST:	
Signature	Contractor's California License No.
Name	
(Please Print)	Name of License Holder
Title	
	Type of License
	Expiration Date

PAYMENT BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, CITY OF PERRIS (referred to her	einafter as "obligee") has awarded to (hereinafter designated as the
"Contractor") an agreement dated	<u> </u>
OLD NUEVO ROAD SIDEWALK AND STREETLI	GHTS (hereinafter referred to as the
"Public Work Contract"); and	
WHEREAS said Contractor is required to furnish a bond Contract, providing that if said Contractor, or any of his or any materials, provisions, provender or other supplies or performance of the work contracted to be done, or for any or for amounts due under the Unemployment Insurance C deducted, withheld, and paid over to the Contractor and 18806 of the Revenue and Taxation Code with respect to this bond will pay the same together with a reasonable atterase suit is brought on the bond;	tits Subcontractors, shall fail to pay for teams used in, upon, for or about the work or labor done thereon of any kind, ode, or for any amounts required to be his Subcontractors pursuant to Section such work or labor, that the Surety on
NOW, THEREFORE, we,	, the undersigned Contractor,
as Principal, andexisting under the laws of the State of	,a corporation organized and
transact business under the laws of the State of California	
unto the	
materialmen, persons, companies or corporations furnishing other supplies used in, upon, for or about the performance of the control of the c	of the said Public Work, and all persons,
companies, or corporations renting or hiring teams, or	± .
contributing to said Public Work to be done, and all persons are all persons are both work and motor	
same and all persons supplying both work and mater	1 6
Contractor, in the sum of	
the said Obligee under the terms of the said Public Work	
truly to be made, we bind ourselves, our heirs, executor	- ·
assigns, jointly and severally, firmly by these presents	,

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or to pay for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of said employees of said Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorney fee to be fixed by the Court. In addition to the provisions herein above, it is agreed that this bond will insure to the benefit of any and all persons, companies, and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates an agrees that no change, extension of time, alteration or additions to the terms of the said Public work Contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency's costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

IN WITNESS WHEREOF, w	e have hereunto set our hands and seals this
day of	, 20
	PRINCIPAL:
	By
	SURETY:
	By
	Attorney-in-Fact
most current list (Circular 570 where the Project is located.	panies executing Bonds must appear on the Treasury Department's as amended) and be authorized to transact business in the State
Any claims under this bond m	nay be addressed to:
(Name and Address of Surety	
(Name and Address of Agent or Representative for ser- vice of process in Cali- fornia, if different from above)	
(Telephone Number of Surety and Agent or Representative for service of process in California)	

STATE OF	CALIFORNIA		
COUNTY	OF)	s.	
On this	day of	, in the year	, before me,
		, a Notary Public in and	for said state,
personally	appeared		, known to
me, or pro		asis of satisfactory evidence	e, to be the person whose name is
Attorney-in	n-Fact of the		
(Surety) and	d acknowledged to m	e that he subscribed the name	e of the
		(Suret	y) thereto and his
own name a	as Attorney-in Fact.		
	Notary Pu	blic in and for said State	
(SEAL)			
Commissio	on expires		
NOTE:	A copy of the Pov		esentatives of the bonding company

CERTIFICATE OF CONTRACTOR

I,, certify that I am a/the	
	(specify either partner or specific corporate s Principal on the above-referenced bond. I further certify that
	tanding having complied with all applicable laws and regulations press power on behalf of the Principal to execute this bond.
NAME OF ENTITY:	
TITLE OF SIGNING PARTY:	
	By
	California License No.
(CORPORATE SEAL)	Name of the same Helder
	Name of License Holder
	Type of License
	Expiration Date

CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THE CITY OF PERRIS, (sometimes referred to hereinafter as "Obligee" has
awarded to
(hereinafter designated as the "Contractor"), a contract for the work described as follows:
OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS (hereinafter referred to as the
"Public Work Contract"); and
WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated, (hereinafter referred to as the
"Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and
WHEREAS, The Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof:
NOW, THEREFORE, we,, the
undersigned Contractor, as Principal, and, a corporation
organized and existing under the laws of the State of, and
duly authorized to transact business under the laws of the State of California, as Surety, are held
and firmly bound unto the in the sum of
and firmly bound unto the in the sum of Dollars (\$), said sum being not less than 100
percent of the total amount payable by the said Obligee under the terms of the said Public Work
Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and
administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its
heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work
Contract and any alteration thereof made as therein provided, on his or its part, to be kept and
performed at the time in the manner therein specified, and in all respects according to their intent
and meaning; and shall faithfully fulfill the guarantee of all materials and workmanship; and
indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work
Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a
reasonable attorney's fee to be fixed by the Court.
reasonable attorney's rec to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency's costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

Principal and Surety agree that after completion and acceptance of the work by Agency, 10% value of the bond shall remain in effect for a 12 month period to warranty the work.

IN WITNESS WHE	REOF, this document has been executed this	s day of, 20
	PRINCIPAL:	
	By	
	SURETY:	
	BYAttorney-in-Fact	
The rate of premium	on this bond is per thousand.	
The total amount of corporate surety.	premium charged: \$	(The above must be filled in b
IMPORTANT:	Surety companies executing Bonds must ments most current list (Circular 570 as transact business in the State where the Pr	amended) and be authorized to

THIS IS A REQUIRED FORM

ldressed to:

STATE OF	CALIFORNIA)	
COUNTY	OF	ss.
On this	day of	, in the year, before me,
		, a Notary Public in and for said state,
personally	appeared	, known to
-	ved to me on the bas to the within instrumen	sis of satisfactory evidence, to be the person whose name is
•	n-Fact of thed acknowledged to me	that he subscribed the name of the
		(Surety) thereto and his
own name a	as Attorney-in Fact.	
		Notary Public in and for said State
(SEAL)		
Commissio	on expires	
NOTE:	A copy of the Pow	er of Attorney to local representatives of the bonding company ereto.

CERTIFICATE OF CONTRACTOR

Ι,	, certify that I am a/the
(specif	y either partner or specific corporate office) of
the Contractor names as Principal on the above-refe	renced bond. I further certify that the Principal
is an entity in good standing having complied with	all applicable laws and regulations and that I
have been given the express power on behalf of the	Principal to execute this bond.
NAME OF ENTITY:	
THE FOR GLOVING DARTY	
TITLE OF SIGNING PARTY:	
	By
	Бу
	Contractor's California License No.
(CORPORATE SEAL)	
	Name of License Holder
	Type of License
	Expiration Date

CERTIFICATION OF INSURANCE AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance. The required insurance, as follows, shall be provided by the Contractor in conformance with the requirements of Section 5 of the General Provisions of these Contract Documents:

Workers' Compensation Insurance Comprehensive General Liability Insurance

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in said Section 5 of the General Provisions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Contractor shall include the City of Perris, their elected and appointed officials, agents, Agency, Tri-Lake Consultants and the County of Riverside as additional insured under Contractor's General Liability Policy.

ADDITIONAL INSURED - The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents, Agency, Tri-Lake Consultants, its officers and employees, the County of Riverside and independent contractors as additional insured and shall specify that the City of Perris City Manager and City Engineer be given thirty (30) days prior written notice by registered mail of any modification, decrease or termination of the Contractor's Insurance coverage. Such insurance shall be subject to approval by the City Attorney.

CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: <u>OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS</u>

TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 30 days advance written notice by registered mail to the agency and Engineer prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

Policy Number Effective Date Expiration Date

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.

EFFECTIVE:	
Named Insured	Insurance Company
Street Number	Street Number
City and State	City and State
Insurance Company Agent for Service of process in California	
(Authorized Re (Attach Ackno	
(Name)	(Company)
(Street Number)	(Street Number)
(City)	(City and State)
(Telephone Number)	(Telephone Number)
	n to this certificate will be accepted. If the insurance can e than one company, a separate certificate, using this

(P8-1416)

format, shall be provided for each company.

STATE OF CALIFORNIA) ss.	
COUNTY OF)	
On this day of	, 20 before me personally came
satisfactory evidence, who being dul	known to me or proved to me on the basis of y sworn, did depose and say
that	is an authorized
representative of the	and
acknowledged to me that	executed the within
instrument on behalf of said insurance	
IN WITNESS WHEREOF, I have si certificate first above written.	gned and affixed my Official Seal on the date in this
	Notary Public in and for said
	County and State

CERTIFICATE OF INSURANCE

AGENCY:	CITY OF PERRIS			
DESCRIPTION:	OLD NUEVO ROAD S	IDEWALK .	AND STRE	ETLIGHTS
TYPE OF INSURANCE:	COMPREHENSIVE GENERAL LIABILITY INSURANCE			ISURANCE
THIS IS TO CERTIFY that to company named below in conduction Documents, and that said poles.	nformance with the requi			
Said company will give at lea and Engineer prior to any ma		=	_	ail to the Agency
Nothing contained in this Ce existing insurance coverage.	rtificate of Insurance shal	l be construe	ed as an ame	ndment to an
Policy Date <u>Number Effective Expir</u>	Limits of Liabili ation <u>Bodily Injury</u>	•	rty Damage	
The following types of cover Manufacturers' and C	-		ted by "X" ii No	n space):
Owners' and Contractors' Protective			 No	
Blanket Contractual			No	
Completed Operations			 No	
Owned Automobiles			No	
Hired Automobiles			 No	
Non-Owned Automo	biles		 No	
Broad Form Property	Damage		 No	
"XCU" Exposure	Č		No	

Business automobile liability insurance or equivalent form with a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury and property damage, \$1,000,000 per

occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations, and \$4,000,000 general aggregate applying separately to the work performed under the Contract. Such insurance shall include coverage for owned, hired and non-owned automobiles.

The above mentioned coverage includes Tri Lake Consultants, County of Riverside, its officers, agents, and employees as additionally insureds.

(P8-1416)

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ENDORSEMENT:

The Agency, the Owner's Representative, the County of Riverside, the Engineer, Tri-Lake Consultants, and his consultants, and each of their officers, agents, and employees are included as additional insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

The insurance company hereby waives its rights of subrogation against the additional insureds. EFFECTIVE: Insurance Company Named Insured Street Number Street Number City and State City and State Insurance Company agent for service of process in California By (Authorized Representative) (Attach Acknowledgment) (Name) (Company) (Street Number) (Street Number) (Telephone Number) (Telephone Number) NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this

format, shall be provided for each company.

(STATE OF CALIFORNIA	Page 2 of 2
) ss.
(COUNTY OF	
On this day of	, in the year, before
	, a Notary Public in and for said
state, personally appeared	·
known to me, or proved to me	on the basis of satisfactory evidence, to be
the person whose name is subs	scribed to the within instrument as the
Attorney-in-Fact of the	
·	me that he subscribed the name of the
	(Surety) thereto and his
own name as Attorney-in Fact	•
	Notary Public in and for said County and State
(SEAL)	
Commission expires	

NOTICE TO PROCEED

TO:
Project Description: <u>OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS</u>
You are hereby notified to commence Work in accordance with the Contract dated , and you are to complete all work within the right-of-way on or before 100
vorking days.
You are required to return an acknowledged copy of this Notice to Proceed to the Agency.
Dated this day of
City of Perris
Agency
By Contract City Engineer
Stuart E. McKibbin Title

ACCEPTANCE OF NOTICE

•	otice to Proceed is hereby acknowledged by
	, this the day of
	, 20
	By
Contractor	
	Title
	Contractor's California License No.
	Name of License Holder
	Type of License
	Type of Electise
	Expiration Date

STATE OF CALIFORNIA - CONTRACT AWARD FORM DIVISION OF APPRENTICESHIP STANDARDS 525 GOLDEN GATE AVENUE SAN FRANCISCO, CA 94102 (415) 557-2950

ADDRESS REPLY TO:

P.O. BOX 603 SAN FRANCISCO, CA 94101

PUBLIC WORKS CONTRACT

AWARD NOTICES

To the Awarding Agency:

The Division of apprenticeship standards has computerized the Public Works Contract Award Notices. We will appreciate your cooperation in using the enclosed "Extract of Public Works Contract Award" (DAS 13, Rev. 7/85), to notify us of contracts that you award. Your sending us this form will satisfy the requirements of Labor Code Section 1773.3. If you need additional copies, the form can be photocopied or reproduced. It is not necessary to (and please do not) send us copies of the contract.

Please be sure that all items on the form are completed. You will note that starting and completion dates can be either actual or estimated. A contract or project number must be assigned and entered Item 9.

If you have any questions concerning this matter, please feel free to contact the Public Works Unit of the Division of Apprenticeship Standards at the above address or by telephone at (415) 557-2950. Thank you for your assistance.

RITA TSUDA, Deputy Chief

Enclosure

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS

PUBLIC WORKS CONTRACT AWARD

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco, CA 94142

FROM:

AWARDING AGENCY ID NUMBER

If you do not have an ID number please contact DAS

EXTRACT OF

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.6 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR			2. CONTRACTOR'S	LICENSE NO
				110
3. MAILING ADDRESS (STREET NUMBER OR P.O. BO	OX)	4. CITY		20.0
		5. ZIP CODE	6.	TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADD	RESS	8. ADDRESS/LOC/ COUNTY):	ATION OF PUBLIC WOR	RKS SITE (INCLUDE CITY AND
9 NAME OF PROJECT	0,0	y Tile	Sa. County	
	OJECT NUMBER	10	UNT OF CONTRACT AV	
The second secon	NTRACT AWARD DATE	12a ESTIMATED T ITEM 12 (see Instr		3, IF DIFFERENT FROM
	'SI DX	15. WHICH STATU	TE, FANY, APPLIES T	O THIS PROJECT?
16. STATE CONSTRUCTION BONDS YES If YES, List the Sources and Dollar Amount of Bond Pr SOURCES	NO DOLLAR AMOUNT	17. WILL YOU OP! PROGRAM (LCP)	FOR THIS PROJECT?	ED LABOR COMPLIANCE
	1/2 (1)			EMENT (PLA) ASSOCIATED If a copy to cmupia@dir.ca.gov
	0 000	\sim	YES NO	
19. STARTING DATE (ESTIMATED OR ACTUAL)	(MAGOUNDA)	20. COMPLETION	DATE (ESTIMATED OR	(MM/DDYYYY)
21. BRIEF DESCRIPTION OF WORK TO BE PERFORM		22		(1117)
190 115 1	0, 111.			ODELING AIR OR MAINTENANCE
23. CLASSIFICATION OR TYPE OF WORKER (CARPS	NTER, PLUMBER, ETC.) THAT WILL BE			AIR OR MAINTENANCE
Please list Sub-contractors and their worker classification	nn.			
24.				
Is language included in the Contract Award (sections 1771, 1774, 1775, 1776, 1777.5, 18	813, and 1815 of the Labor Code?		YES NO	•
25. SIGNATURE	26. TITLE		27. DATE	
28. PRINTED OR TYPED NAME	29. E-MAIL ADDRESS		30. TELEPHONE NUM	MBERS
If different from above, name, title, and contact in				
31. NAME	32. TITLE	33. E-MAIL AD	ORE33	34. TELEPHONE NUMBER
	I			

Duplication of this form is permissible

DIR-PWC 100 (rev. 10/11) successor to the DAS 13 form

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

	Listing of Sub Contr	ractors
Con. Lic. #	Contractor	Classification of workers
-		
		· C.
		.0
×	HitiP	Amard 100 information.
DIR-PWC 100 (rev. 1	0/11) successor to the DAS 13 form	

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htmfor information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE AREA CODE & TELEPHONE NO.			
NAME & ADDRESS OF PUBLIC WORKS PROJECT DATE YOUR CONTRACT EXECUTED			
DATE OF EXPECTED OR ACTUAL START OF PROJECT			
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT ESTIMATED NUMBER OF JOURNEYMEN HOURS			
OCCUPATION OF APPRENTICE			
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) ESTIMATED NUMBER OF APPRENTICE HOUR	3		
APPROXIMATE DATES TO BE EMPLOYED			
This is not a request for dispatch of apprentices.			
Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations			
Check One Of The Boxes Below			
We are already approved to train apprentices by the			
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee			
2. We will comply with the standards of			
Apprenticeship Committee for the duration of this job only. Enter name of the Committee			
3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to			
perform work of the craft or trade to which the apprentice is registered and that the apprentices must at a times work with or under the direct supervision of journeyman/men.	ı		
Signature Date			
Typed Name			
Title			

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/DAS/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. To comply with 8 CCR 230.1, for projects with 40 hours or more of journeyman work, contractors must request & employ apprentices in no less than 8 hour increments. For projects with less than 40 hours, a request for dispatch must be made for the number of hours required.

Date:	Contractor Requesting Dispatch:		
To Applicable Apprenticeship Committee:	Name:		
Name:	Address:		
Address:	<u>,</u>		
	License No.		
Tel. No Fax No	Tel. No Fax No		
Project Information:			
Contract No.			
Name of the Project:			
Address:			
Dispatch Request Information:			
Number of Apprentice(s) Needed: Craft	or Trade:		
Date Apprentice(s) to Report: (72 hrs. notice	e required) Time to Report:		
Name of Person to Report to:			
Address to Report to:			
You may use this form to make your written request for the disna	tch of an apprentice. Requests for dispatch must be in		

writing and submitted at least 72 hours in advance (excluding weekends and holidays) via either first class mail, fax or email. Proof of submission may be required. Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprentiship requests and/or visit

http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 03/12)

CHANGE ORDER

Order No		Date		
Contract Date	SI	neet	of	
Agency:	CITY OF PERRIS			
Project:	OLD NUEVO ROA	AD SIDEWA	LK AND STREETLIGH	TTS
Contractor:				
The following	changes are hereby	made to the	Contract Documents:	
JUSTIFICAT	ION			
CHANGE TO	CONTRACT PRIC	E		
Original Contr	ract Price		\$	_
Current Contra Previous Char	act Price adjusted by nge Order(s)		\$	
	e due to this Change (ased) (increased).	Order	\$	
	Price including this		Ψ	
Change Order	_		\$	
CHANGE TO	CONTRACT TIME	3		
Contract Time (decreased)	e will be (increased)			
,			(Working Days)	
Date for comp	eletion of all work		(Date)	

APPROVALS REQUIRED

Approved by:	Date
Recommended by:	Date
Ordered by:	Date
A agented by:	Data
Accepted by:	Date
Federal Agency	
Approval:	Date
(Where Applicable)	

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
CONTRACTOR
CONTRACT DATE
This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:
To: <u>City of Perris</u> (OWNER)
And To:(CONTRACTOR)
The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within days of the above dated of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operamaintenance, heat, utilities, insurance, and warranties shall be as follows:	ation, safety,
OWNER:	-
	-
CONTRACTOR:	-
	-
The following documents are attached to and made a part of this Certificate:	
This Certificate does not constitute an acceptance of Work not in accordance with Documents nor is it a release of CONTRACTOR's obligation to complete the Work i with the Contract Documents.	

CONTRACTOR accepts this Certificate of Substantial Completion of
Contractor
By
California Contractor License No.
OWNER accepts this Certificate of Substantial Completion on
CITY OF PERRIS
By
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RELEASE FORM

NAME OF CONTRACTOR:				
PROJECT DESCRIPTION: OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS				
PERIOD WORK PERFORMED:				
nature due the Contractor for all labor and ma	ges payment in full for all compensation of whatever aterials furnished and for all work performed on the ified above with the exception of contract retention wn below.			
RETENTION AMOUNT FOR THIS PERIO	D:			
(number)				
(words)				
<u>DISPU</u>	<u>ΓΕD CLAIMS</u>			
DESCRIPTION OF CLAIM	AMOUNT CLAIMED			
whatever type of nature for the period specif	nd releases any claim the Contractor may have of fied which is not shown as a retention amount or a d waiver have been made voluntarily by Contractor by any person or entity.			
-	presents that all bills for labor, materials, and work we been paid in full and that the parties signing below y to execute this release.			
	Date			
Printed Name of Contractor				
Entity (Partnership, Corporation, etc.)	California Contractor's License No.			
By:	By:			

GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Standard Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Standard Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. <u>Section 1-6.2</u>, "<u>Subcontractor Listing</u>" Section 1-6.2 of said "Standard Specifications is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. <u>Section 2-9, "Changed Conditions"</u> Section 2-9 of said "Standard Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. <u>Section 4-1, "General"</u> Section 4-1 of said "Standard Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased

subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. <u>Section 6-9, "Liquidated Damages"</u> Section 6-9 of said "Standard Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City \$1,000 for each and every calendar day's delay in finishing the work in excess of the number of days prescribed.

The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. <u>Section 5-3, "Labor"</u> Section 5-3 of said "Standard Specifications" is amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall

forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter".

C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth

in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances by considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Public Works/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070). Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Public Works Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor. If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, process the necessary experience, financial qualifications, and equipment to perform said subcontract.

The apprenticeship provisions contained herein shall not apply to contracts of general contractors involving less than fifty thousand dollars (\$50,000.00) or twenty (20) working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than five thousand dollars (\$5,000.00) or fewer than five (5) working days.

- 6. <u>Section 5-4.2</u>, "General Liability Insurance" Section 5-4.2 of said "Standard Specifications" is amended to read:
- 5-4.2 "Contractor's Liability and Insurance"
 - 5-4.2.1 Contractor's Liability: The City, its Council, Engineer, employees, Tri Lake Consultants or agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

Contractor shall hold the County of Riverside, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or Sub-contractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, County of Riverside, its officers, agents, employees and independent Architect in any legal action based on any such alleged acts or omissions.

The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents and independent contractors as additional insured and the County of Riverside as additional insured and shall specify that the City of Perris and the County of Riverside be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's insurance coverage. Such insurance shall

be subject to approval by the City of Perris.

- A. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
- B. Contractor will promptly pay any judgment rendered against Contractor of the City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City harmless there from.
- C. In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City any and all costs and expenses incurred by the City in such action or proceeding together with the reasonable attorney's fees.

A portion of the money due to the Contractor, under and by virtue of the contract as shall be considered necessary by the City, may be retained by the city until disposition has been made of such actions or claims for damages as aforesaid.

5-4.2.2 Liability Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to the City nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the lift of this contract the following policies of insurance:

The Contractor shall provide the City with a Certificate of Insurance on City form evidencing a comprehensive liability insurance policy with a combined single limit of not less than \$2,000,000 each occurrence (Comprehensive Personal Injury and Property Damage Liability Insurance, including automobiles, as shown in Section 5-4 of latest edition including amendments of Standard Specifications) in connection with the work performed.

Each such policy of insurance shall:

- A. Be issued by an insurance company, approved in writing by the City, which is qualified to do business in the State of California;
- B. Name and list as additional insurers the City and the persons and entities, if any, designated in the Special Provisions;
- C. Specify it acts as primary insurance and that no insurance held or owned by the designated additional insurers shall be called upon to cover a loss under said policy;
- D. Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until (30) days after receipt by the City of a written notice of such cancellation or reduction on coverage, as evidenced by receipt of a registered letter".

- E. Otherwise by in form satisfactory to the City.
- 7. <u>Section 5-4.3, "Workers' Compensation Insurance"</u> Section 5-4.3 of said "Standard Specifications is amended to read:

Before execution of the contract by the City Manager, the Contractor shall file with the engineer the following certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the engineer before execution of the contract". The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Said policy of insurance shall contain an endorsement which:

A. Waives all right of subrogation against the City and any persons and entities designated in the Special Provisions to be listed as additional insurers in the policy of insurance provided for in Section 5-4.2.2 by reason of any claim arising out of or connected with

the operations of Contractor or any subcontractor in performing the work provided for herein;

B. Provides it shall not be cancelled or altered without thirty (30) days notice thereof given to the City by registered mail.

The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

8. <u>Section 5-7.2.1, "General"</u> Section 5-7.2.1 of said "Standard Specifications" is amended to read:

The Contractor shall have at the worksite, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with provisions of these and all other applicable laws, ordinances, and regulations, including but not limited to, the Occupational Safety and Health Act of 1970 to which particular attention is directed. He also shall have the latest edition of the "Manual on Uniform Traffic Control Devices" published by Building News, Inc.

9. <u>Section 5-1, "Laws and Regulations"</u> Section 5-1 of said "Standard Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

10. <u>Section 7-3.2</u>, "<u>Partial and Final Payment</u>" the last paragraph of Section 7-3.2 of said "Standard Specifications" is amended to read:

Upon the written request of the Contractor, delivered to the City at least ten (10) days in advance, and at the sole cost and expense of the Contractor, the Contractor may substitute securities for any monies held by the City to ensure the performance of the Contractor hereunder. The securities proposed to be substituted shall be specifically identified in the Contractor's notice, shall be limited to those listed in Government Code Section 16430 and to bank or savings and loan certificates of deposit, and shall be of the market value (as determined by the Finance Director of the City) at least equal to the amount of money withheld by the City. Upon the approval of the proposed substitution by the City, the securities may be deposited with the City or with a State or Federally charted bank approved by the City as the escrow agent of the parties. The Contractor shall be the beneficial owner of these securities and shall receive interest thereon.

The second paragraph of Section 7-3.2 of said "Standard Specifications" shall be amended to read:

PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Payments will be made on a monthly basis. The Progress Payment request shall be submitted on or before the 20th day of each month. The estimate may include only work completed up to and including this date. Progress pay requests showing work not accomplished by the 20th day of the month shall be rejected.

All original invoices shall be mailed to 24 South D Street, Suite 100, Perris, CA 92570.

11. Section 7-4.3.1, "Work by the Contractor" Section 7-4.3.1 shall be amended to read:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all supervision and management (direct or indirect); home office and field overhead and all profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 7-4.2.1 "Labor", and 7-4.2.2 "Materials", and 7-4.2.3 "Tool and Equipment Rental".

Labor	15
Materials	10
Equipment Rental	10
Other Items and Expenditures	10

To the sum of the costs and markups provided for in this subsection, a maximum of one percent (1%) for each adjusted bond shall be added as compensation for bonding upon

proof of actual payment to the sureties.

- 12. <u>Section 9, "Other Provisions"</u> Section 9 is added to said "Standard Specifications" to read:
 - 9.1 Responsibility for Work. Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary.

Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151(b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

9.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the

Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in additional to and not in limitation of any other rights or remedies available to the City.

- 9.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.
- 13. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contact, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
 - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

STANDARD PROVISIONS

PART I - STANDARD CONDITIONS

SP-1-1.00 GENERAL

It is the intent of the General Provisions, Standard Provisions, the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence, and other work necessary to construct and complete all work specified herein, including all addenda and change orders.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 CALTRANS SPECIFICATIONS

The specifications entitled; Standard Specifications for the State of California Department of Transportation shall hereinafter be referred to as the Caltrans Specifications. These shall be the most recent version published.

SP-1-1.02 CALTRANS STANDARDS

The "Standard Plans for Construction of Local Streets and Road" as issued by the California Department of Transportation, most recent edition, shall herein after be referred to as Caltrans Standards.

SP-1-1.03 GREENBOOK SPECIFICATIONS

The specifications entitled "Standard Specifications for Public Works Construction," as amended in the General Provisions of these specifications, shall hereinafter be referred to as the "Greenbook" or the "Greenbook Specifications". The version used shall be the most recent edition.

All work shall meet all requirements applicable of Federal, State, County, and City regulations and codes governing safety, health, welfare, dust, and sound control.

SP-1-1.04 DEFINITIONS

Attention is invited to the provisions of Section 1 — "Terms, Definitions, Abbreviations and

Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY City of Perris

BOARD City Council of the City of Perris

ENGINEER The City Engineer of City of Perris, his properly authorized agents,

such agent acting within the scope of the particular duties entrusted

to them.

STATE, STATE

OF CALIFORNIA City of Perris

DIRECTOR OF

PUBLIC WORKS Director of Public Works/City Engineer of the City of Perris

LABORATORY The laboratory to be designated by the Engineer to test materials and

work involved in the contract.

NOTICE TO

CONTRACTORS Notice of Bids.

Other terms appearing in the plans, General Provisions and in these Standard Provisions shall have the same intent and meaning specified in Section 1-2, "Terms and Definitions", of the Greenbook.

SP-1-1.05 EXAMINATION OF PREMISES

The bidder shall examine carefully the site of the proposal and the plans and specifications for the work contemplated. It will be assumed that the bidder has investigated and is satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications. It is mutually agreed that the submission of a proposal shall be prima facia evidence that the bidder has made such examinations and is so satisfied. The plans for the work will show conditions as they are supposed or believed by the Engineer to exist but is not intended nor is to be inferred that the conditions as shown thereon constitute a representation by the City or its officers that such conditions are actually existent. Neither the City nor any of its officers shall be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and actual conditions revealed during the progress of the work or otherwise. The Contractor is to assume all

risks as to natural conditions and contingencies attending the work.

SP-1-2.00 SCOPE AND CONTROL OF THE WORK

Attention is invited to the provisions of Section 2 and Section 3 of the Greenbook Specifications, the amendments in the General Provisions herein and these Standard Provisions.

SP-1-2.01 PLANS AND SPECIFICATIONS

Attention is invited to the provisions of Section 3-7, "Contract Documents", of the Standard Specifications and these Standard Provisions.

The Specifications, drawings, Special Provisions, Standard Specifications, Riverside County Flood Control Standards, EMWD Standards, and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the most stringent in the opinion of the Engineer shall apply.

Also, provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the Engineer.

SP-1-2.02 SCHEME OF WORK

The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions, shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS

All work shall conform to Caltrans, Riverside County, and EMWD standard plans and shall be considered a part of these plans, and shall be on the jobsite during the entire duration of construction.

SP-1-2.04 TIME LIMIT

The work specified herein shall completed within sixty (60) working days after commencement date given in the Notice to Proceed.

SP-1-2.05 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within forty-five (45) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Perris has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extend of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

It is hereby understood and agreed that this policy may not be canceled, nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.06 AUTHORITY OF THE CITY ENGINEER

The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 3-4 of the Greenbook Specifications.

SP-1-2.07 SUBCONTRACT

Attention is directed to the provisions of Greenbook Section 3-3, "Subcontractors".

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

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK

All changes in the work, whether requested by the contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Engineer. Attention is invited to Section 2 of the Greenbook Specifications and the provisions of Paragraph 2 of the General Provisions

SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP

All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Greenbook Specifications and the provisions of paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Engineer.

SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP

All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be paid by the City. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver

materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-4, "Test of Materials", of the Greenbook Specifications.

SP-1-4.02 LABORATORY

The City shall make all arrangements and designate a laboratory to conduct the test requirements for the project. The contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least forty-eight (48) hours in advance.

SP-1-5.00 UTILITIES

The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course of said work to prevent such damage or interference. Attention is invited to Section 402 of the Greenbook Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City forty-eight (48) hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

Attention is invited to Greenbook Section 6 of Standard Provisions.

SP-1-6.01 PROGRESS SCHEDULE — After notification of award and prior to starting and work, the Contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Greenbook Section 6-1. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies. A Notice to Proceed will not be given unless a project schedule has been submitted and deemed suitable for the project by the City Engineer. The Contractor shall submit progress reports to the Engineer by the 10th day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

Failure to submit the updated progress report, and schedule, may result in the withholding of ten percent (10%) of the progress payment.

No delays will be granted for work that is not shown on the progress schedule, with the exception of work deemed an emergency by the City Engineer.

SP-1-6.02 BEGINNING OF WORK

The contractor is anticipated to begin work on February 13, 2023. If for some reason the City does not authorize the work to begin on February 13, 2023, the work shall begin on the date specified by the Notice to Proceed.

SP-1-6.03 TIME OF COMPLETION

The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-3 of the Greenbook Specifications.

SP-1-6.04 PROSECUTION OF WORK

The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Greenbook Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK

The City Engineer shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the City Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the City

Engineer.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.

SP-1-6.06 SUSPENSION OF CONTRACT

If at any time in the opinion of the City Engineer, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Engineer, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract.

Attention is invited to the provisions of Section 6-6 of the Greenbook Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising there from over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT

Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Engineer, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the City Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished portion of the work to another contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

SP-1-6.08 LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Greenbook Specifications as amended in paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the

completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Perris the amount of liquidated damages stipulated in paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR

Attention is invited to Section 5 of the Greenbook Specifications as amended in the General Provisions and the provisions of these Standard Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work, including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK

During the progress of the work, the City of Perris will not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; for damage to adjoining property from any

cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Perris and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR

Attention is invited to the provisions of Section 5-3 of the Greenbook Specifications as amended in paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE

Attention is invited to the provisions of Section 5-4 of the Greenbook Specifications as amended in paragraph 6 of the General Provisions. The Contractor shall, as provided in paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 5-4 of the Greenbook Specifications and as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE

Attention is invited to the provisions of Section 5-4.3 of the Greenbook Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION

The contractor shall obtain a no-fee encroachment permit from the City and the County of Riverside before proceeding with any work on the project.

The contractor shall call for inspections at the different stages of the work as required by the City of Perris Public Works Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 7:00 a.m. until 4:00 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Engineer only, and inspector's time will be billed to the contractor at the rate of \$150.00 per hour. This does not apply for work at intersections where the traffic control plans call for work to take place outside of these hours.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE

On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 3-6 of the Greenbook Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK

Attention is directed to Section 2-4 of the Greenbook Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

The utility locations shown on the plans are correct to the best of our knowledge. When in doubt, the contractor shall contact utility concerned before proceeding further. The agencies below may be contacted at the following telephone numbers:

AGENCY	TELEPHONE NUMBER
Southern California Edison Company Southern California Gas Company	(800) 655-4555 (800) 662-9777
City of Perris Water Department	(951) 657-3280
Eastern Municipal Water District	(951) 928-3777

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

SP-1-7.08 PROJECT APPEARANCE

The contractor shall maintain a neat appearance to the work. Attention is invited to Section 3-12 of the Greenbook Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

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

SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contract shall take all necessary precautions to protect in place all existing medians, curb, sidewalk, trees, plants, turf and irrigation lines, etc., not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of the Greenbook Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing improvements shall be in accordance with the Plans and Specifications and all provisions of the

City of Perris Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE

The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Standard Provisions, all traffic shall be permitted to pass through the work.

Convenience of businesses and residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

SP-1-7.11 PUBLIC SAFETY

The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Manual on Uniform Traffic Control Devices"; MUTCD. Attention is directed to Section 5-7.2.1 of the Greenbook Specifications as amended in paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the

City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty (\$50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

Trench excavation across traveled way or driveway, not more than four feet (4') wide may be bridged across with steel plates of adequate thickness or with any other suitable means available to the contractor for the purpose of temporarily maintaining traffic flow. The contractor shall provide AC easements for both approaches of said temporary bridging to ensure a smooth ride across and such other safety measures as may be directed by the Engineer. Public Safety shall be of the primary concern and the contractor shall be responsible for eliminating all conceivable hazards in providing such temporary passage. Prior approval by the Engineer is required.

The contractor shall conduct his operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties along the construction areas.

The contractor shall have at the worksite applicable copies or extracts of Construction Safety Orders.

All trenches next to the traveled way shall be protected from traffic at all times or shall be sufficiently sloped per the inspector.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.12 PUBLIC NOTICE

The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

- 1. The time and date of commencement.
- 2. A copy of the proposed construction schedule.
- 3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new

portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP-1-7.13 SOUND CONTROL REQUIREMENTS

If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 db at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

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

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

SP-1-7.14 LAWS TO BE OBSERVED

The contractor shall keep himself fully informed of State and National laws and County and City ordinances and regulations which in any manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 5-1 of the Greenbook Specifications as amended in paragraph 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION

It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forth-eight (48) hours advance notice shall be given to the various

agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the preconstruction meeting.

Riverside County Transportation Department	(951) 955-6880
Southern California Edison Company	(800) 655-4555
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(951) 657-3280
Eastern Municipal Water District	(951) 928-3777
Frontier	(800) 483-5000

Any others that are determined by the City Engineer, as necessary to be notified.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK

It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. He shall also determine what type, material, and condition of these utilities.

SP-1-7.17 SUPERINTENDENCE

The Contractor shall assign and designate a project superintendent responsible for the project who will be on the site full time and will be in charge of all subcontract work being supplied. No change in the project superintendent shall be allowed without obtaining written authorization from the City. Failure to comply with this provision may be grounds for the issuance of a "STOP WORK" order by the City at the sole expense of the Contractor. Additionally, failure to have the appropriate superintendent on the site will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each day such superintendent is not on the site, the Contractor shall pay the City, or have withheld from monies due it, the sum of \$1,000. Execution of the Contract shall constitute agreement by the City and Contractor the \$1,000 per day is the minimum value of the cost and actual damage caused by the failure of the Contractor to have the superintendent on site. Such sum is liquidated damaged and shall not be construed as a penalty and may be deducted from payment due the Contractor if such absence occurs.

The Agency shall have sole discretion in the approval and/or removal of the Contractor's personnel including, but not limited to, project manager, superintendent, and foreman.

PART II - STANDARD CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK

The Contractor shall furnish, in accordance with the specifications and drawings, all plant, labor, equipment and materials required for completion of the City of Perris, Old Nuevo Road Sidewalk and Streetlights.

SP-2-2.00 DRAWINGS

Contract drawings applicable to the work to be performed under the contract are the drawings entitled "OLD NUEVO RD. SIDEWALK & STREET LIGHTS IMPROVEMENTS (CIP# S132) (P8-1416)" prepared and approved by City Engineer.

SP-2-3.00 NOT USED

SP-2-4.00 NOT USED

SP-2-5.00 NOT USED

SP-2-6.00 NOT USED

SP-2-7.00 PRECONSTRUCTION CONFERENCE

The Contractor to whom the contract is awarded shall attend a preconstruction conference at a location and time set by the City Engineer.

SP-2-8.00 CONSTRUCTION MEETINGS

Construction meetings will be held at the jobsite as required and as requested by the Contractor or the City Engineer to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-9.00 STANDARD SPECIFICATIONS

Specifications for work shall follow in order of:

- A. Change Orders
- B. Special Specifications
- C. Bid Specification (Package)

- D. Caltrans Specifications
- E. Standard Specifications
- F. Eastern Municipal Water District

References made to Caltrans Specifications shall mean the latest edition of the California Standard Specifications together with supplements, as published by the California Department of Transportation. Provisions for measurement and payment will not apply. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the City Engineer shall apply.

SP-2-10.00 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

The Owner will furnish to the successful Contractor, five (5) sets of specifications. Additional quantities of specifications and drawings will be furnished at reproduction cost.

When deemed necessary by the Engineer, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

SP-2-11.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS

It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both surface and sub-surface, to determine the character of materials and geologic and soils conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-12.00 SAFETY

In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

When performing underground work, Contractor shall call Underground Service Alert, 811, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand-dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation. All businesses within the area shall be notified a minimum of five (5) days in advance of any disruption to utilities.

SP-2-13.00 PROTECTION OF EXISTING FACILITIES

During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-14.00 NOT USED

SP-2-15.00 NOT USED

SP-2-16.00 POWER AND WATER SUPPLY

The Contractor shall provide, at his own expense, all necessary power and water required for his operations under the contract. The Contractor shall provide and maintain in good order such modern power equipment as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the work required by the contract.

SP-2-17.00 DUST ABATEMENT

The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until all required resurfacing is completed or until the Contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. Such arrangements shall be approved by the Engineer prior to their completion. Dust control is the contractor's responsibility throughout construction even when no work is taking place. Full compensation for any dust control measures described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-18.00 COOPERATION BETWEEN CONTRACTORS

The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be

considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-19.00 DAILY CLEANUP AND ACCESS

At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-20.00 FINAL CLEANUP

After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-21.00 MAINTENANCE AND GUARANTEE

As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the City. 5% of the Performance Bond shall remain in effect to warranty the work.

SP-2-22.00 PROTECTION OF THE PUBLIC

The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the City Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the City Engineer will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-23.00 HOURS OF WORK

Except where otherwise noted, all work shall normally be performed between the hours of 7:00 a.m. and 4:00 p.m. on Monday through Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection and material testing outside of the City's normal working hours at the rate of \$150.00 per hour.

SP-2-24.00 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-25.00 CONSTRUCTION AND ENCROACHMENT PERMITS

The Contractor and his subs shall procure all permits and business licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices listed in the Bid Form.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall, at no additional cost to the City, construct the work in strict accordance with all agencies.

SP-2-26.00 RECORD DRAWINGS

The Contractor shall keep one clean set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The job will not be finalized by the Engineer and Notice of Completion issued until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Resident Engineer, and become the property of the City at conclusion of the project.

Full compensation for maintaining and compiling the record drawings shall be considered to be included in other items of work and no additional compensation will be allowed.

SP-4-27.00 AREAS FOR CONTRACTOR'S USE

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

The road right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work unless approved otherwise by the City Engineer.

No City-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes, which cannot be safely placed within the area approved by the Engineer.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.13, "Clean Up", of the Caltrans Specifications.

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

SP-2-28.00 MAINTENANCE OF ROAD

During the time of construction the Contractor shall be responsible for the maintenance of the road within the proposed project limits. Compensation for work under this item shall be included in all other bid items and shall include all full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work and no additional compensation shall be allowed thereof. The exception is that any asphalt concrete used will be paid at the bid unit price.

SP-2-29.00 PRESERVATION OF PROPERTY

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

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be No. 15 container. Replacement ground cover plants shall be from flats and shall be from cuttings and shall be planted 12-inch on center. Replacement planting shall conform to the requirements in Section 20-2.03B, "Replacement", of the Standard Specifications. The Contractor shall water replacement plans to conformance with the provisions in Section 20-2.03C, "Watering", of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the road right of way in conformance with the provisions in Section 7-1.13 of the Caltrans Specifications.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-4, "Plant Establish Work", of the Caltrans Specifications.

The Contractor is also responsible for replacing any damaged sprinklers or related improvements. The Contractor shall trim any and all trees, shrubs, and other plants that may be in conflict with traffic or the Contractor's operations.

Any private items to be removed or relocated in front of houses due to this project shall be addressed by the Contractor. The Contractor shall ask if the homeowner wants the materials, and if so, the Contractor shall remove the item from the right-of-way and shall neatly pace it in the homeowner's yard. If there are any disagreements between the homeowner and the Contractor, please bring this matter to the City Engineer for resolution.

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

included in other bid items.

SP-2-30.00 UTILITY VERIFICATIONS, POTHOLING AND COORDINATION

Attention is directed to Section 5-1.36C, "NonHighway Facilities", and Section 15, "Existing Facilities", of the Caltrans Specifications and these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include but are not limited to existing utilities.

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

Notification Center	Telephone Number
Underground Service Alert-Southern California	811
(USA)	

The Contractor is responsible to physically locate and identify all facilities (including utilities) within project limits. These shall include potholing. All underground facilities within 4.0' (vertical) of the existing finished surface shall be potholed by the Contractor. These utilities may be shown on plans or are marked in the field. Contractor is hereby notified and shall use all appropriate cautions when working near utilities.

Some of the existing utilities may be in conflict with the project. If this is the case, the contractor shall coordinate his work with that of the utility. No additional compensation will be paid to the Contractor for any delay or loss of efficiency due to having to coordinate his work with that of the utilities. Southern California Edison and Frontier will require coordination with the Contractor to keep consistent power to all businesses and to accommodate relocation of the power poles. The City will not grant delay for any wait time due to Edison.

"Utility Verifications" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals (including coordination) for "Utility Verifications and Potholing" and no additional compensation will be allowed thereof. "Utility Verifications" shall be paid for under other items of work.

Contractor is responsible for all costs associated with broken utilities that are shown on project

plans or marked by "Dig Alert".

SP-2-31.00 CONSTRUCTION STAKING

The City will provide staking for all sidewalk, curb and gutter, edge of pavement, and drainage facilities. City will be responsible for monument preservation for grind and overlay areas. The Contractor shall be responsible for cost of re-staking required due to any reason.

Due to the coordination required, the Contractor must provide request no less than forty-eight (48) hours in advance of the needed survey work.

Request must be in writing and clearly delineate the item, or area, that needs survey staking. Contractor shall keep area clear of equipment during survey and allow one whole working day for surveyors to complete staking, with no disturbance. Contractor shall be responsible for any costs associated with stand by time if site is not ready for surveyors to complete their work. Contractor will not be allowed delays for the forty-eight (48) hour notice or the working day of the surveyor.

PART III: CONSTRUCTION – MATERIALS, METHODS, SPECIFICATIONS AND PAYMENT REQUIREMENTS

BID ITEM #	BID ITEM DESCRIPTION	CONST. NOTE#	SPEC. SECTION
1	MOBILIZATION	N/A	1
2	TRAFFIC CONTROL	N/A	2
	WATER POLLUTION		
3	CONTROL	N/A	3
4	SIGNING, STRIPING AND PAVEMENT MARKINGS	12,19	4
5	CLEARING & GRUBBING	N/A	5
	RELOCATE EXISITING	1 // 1	
6	FACILITIES	2	6
	ROADWAY EXCAVATION		
7	AND REMOVALS	4,6,17	7
8	COLD MILL	5,15	8
	CLASS II AGGREGATE		
9	BASE	8	9
10	ASPHALT CONCRETE	5,8,15,18	10
11	ASPHALT DIKE	16	11
	STREETLIGHTS, PULL		
	BOXES, CONDUITS AND		
12	APPURTENANCES	13,20,21,24	12
13	CURB RAMP	7	13
14	SIDEWALK	9	13
15	CURB & GUTTER	10	13
16	RESIDENTIAL DRIVEWAY	11	13

SP-4-1.00 MOBILIZATION

This section covers the requirements for bid item number 1. Mobilization shall conform to the provisions in Section 7-3.4, "Mobilization", of the Greenbook Specifications and these Special Specifications.

As part of mobilization, the contractor shall also provide a single place (job board, etc.) to place all required federal forms, Cal/OSHA and EEO labor compliance posters, all permits, all safety items, and any and all paperwork that must be posted in public view.

Contractor shall provide a complete working schedule for the complete duration of the project. The complete working schedule is required for the issuance of a Notice to Proceed. If City requests a revised and updated schedule during any point of the project, Contractor shall provide within 5

working days.

The lump sum contract price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for mobilization for the entire project and no additional compensation will be allowed therefore, including any remobilization due to phasing of work.

SP-4-2.00 – TRAFFIC CONTROL

This section covers the requirements for bid item number 2. Traffic control shall conform to the provisions in Section 5-1.37B, "Load Limits", Section 7, "Legal Relations and Responsibility to the Public", Section 12, "Temporary Traffic Control" of the Caltrans Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), the section of these contract documents entitled "Insurance – Hold Harmless", and these special provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.05.

The Contractor shall submit for review and approval a Traffic Control Plan prepared and signed by a licensed traffic engineer. The approved traffic control plan is required for the issuance of the Notice to Proceed.

Bidder shall be made aware that businesses within the area will be active during construction. The access to each property shall not be restricted during normal business hours (8:00 AM to 5:00 PM, Monday through Friday) without a minimum of five (5) days written notice. A minimum of one 11-foot lane, in each direction, with an even driving surface shall be available at all times.

All existing traffic control signs and street name signs shall be maintained in visible locations except as directed by the Engineer and where they conflict with the project.

Flashing message boards shall be installed to advise the public of work site. All warning lights, signs, flares, barricades (including concrete barriers), trench plates, and other facilities for the sole convenience and direction of the public traffic or any other reason shall be furnished and maintained by the Contractor. All signs shall conform to and be placed in accordance with the current MUTCD, issued by the California Department of Transportation for construction and maintenance of work zones. Any flares, flagman, pilot cars, and any and all other traffic related items, shall be furnished by the Contractor at his expense.

Sufficient lighting will be required for all work performed when sufficient sunlight is not present.

No payment for extra work will be allowed for work performed as specified in Section 12-1.03 (Flagging costs) of the Caltrans Specifications. Flagging costs shall be borne entirely by the

Contractor.

It is the Contractor's responsibility to provide for the safe passage for vehicles traveling to residences and business location within the limits of the projects.

The Contractor shall provide public notification in the form of an information letter pertaining to the planned work. The letter shall be written in English and Spanish and distributed to all affected residents and businesses at least seven (7) days prior to scheduled work. The letter shall include the City's logo and be reviewed and approved by the City Engineer prior to distribution. Minimum of 48 hours in advance of all work, Contractor shall notify all emergency services, trash pickup company, school district(s), and post office.

Temporary "No Parking" signs with effective dates shall be posted three (3) days prior to the scheduled work for a particular street. Signs shall be printed in English and Spanish and shall include the following: CVC 22651(L) in accordance with PMC 10.12.160.

All traffic control signs shall be either covered or removed when not required by the nature of work or if no present hazard to the motorist exists.

There shall be no asphalt grinding or excavation creating a "Lip" greater than 1.0 inch left open to traffic. When lips greater than 1.0 inch exist, the lip shall be ramped with cold patch or other approved materials. This applies to all locations, including along gutter lips, manholes, etc.

Contractor shall not work any holidays (unless approved 48 hours prior to the holiday by the City Engineer).

Traffic control signs and materials shall be maintained at all times including after hours, weekends and holidays.

Contractor shall also coordinate to allow and no disrupt trash pickup and mail delivery at no additional cost. The completed roadway shall not be opened to traffic until all permanent signing and striping is in place or temporary striping and signing approved by the Engineer.

Full compensation, except as otherwise provided herein, for conforming to the requirements of this section shall be paid for on a lump sum basis for traffic control system for the entire project and no additional compensation will be allowed thereof.

SP-4-3.00 – WATER POLLUTION CONTROL

This section covers the requirements for bid item number 3. The contractor is responsible to

prepare a Water Pollution Control Plan. The Contractor shall carry out the water pollution control as indicated in the Caltrans Specifications, these Special Provisions, and as directed by the City Engineer. The Contractor shall also comply with all, and every water pollution requirement as set by the regulatory agencies. Contractor shall still be responsible for compliance with all appliable water quality laws, regulations, programs, and the approved Water Pollution Control Plan. Contractor shall be responsible to develop a Water Pollution Control Plan for City Engineer's review prior to construction.

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control" of the Caltrans Specifications and these Standard Provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMP's) Manual", and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals". Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815, Telephone: (916) 445-3520. Copies of the Manuals may be obtained from the Department's Internet Web Site also at: http://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-andhandbooks. Copies of the Permits are available for review at the Department of Transportation, District 8, Environmental/Technical Branch, 464 West 4th Street, San Bernardino, California. The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance or use of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the city assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project, installing, inspecting, and maintaining water pollution control practices on areas outside the road right-of-way not specifically arranged for and provided for by the City for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution

Control (Storm Water Pollution Prevention Plan)", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include, but are not limited to fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due to Contractor under the contract, in an amount determined by the City, may be retained by the City until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other Local, State, or Federal requirement, the Engineer may retain money due to Contractor, subject to the following:

- A. The City will give the Contractor 30 days' notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-3.2, "Partial and Final Payments" of the Greenbook Specifications.
- C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall pay for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Water Pollution Control (Storm Water Pollution Prevention Plan)" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibility", of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor other otherwise access the project site or the Contractor's records pertaining to water pollution control work.

The cost for water pollution control for the entire project will be paid by lump sum. The Contractor will be responsible for the payment of any fines without reimbursement from the City.

SP-4-4.00 - SIGNING, STRIPING AND PAVEMENT MARKINGS

This section covers the requirements for the bid item 4 and all work indicated on the plans by construction notes 19 and 12. Included in this bid item the contractor shall refresh all striping within the project limits. The Contractor shall be responsible for removing and replacing and/or relocating "in-kind" all signing, striping, and other pavement markings which are destroyed, damaged, obscured, or otherwise affected due to the construction of the project. All signing, striping, and other pavement markings damaged by the project shall be replaced and/or relocated by the Contractor whether shown on the project plans or not. Prior to any work, the Contractor shall make a record of the existing striping and other pavement markings throughout the project limits. The striping shall be restored at the end of the project to existing condition, and include any additional project signage and striping, at the direction of the City Engineer. Any deviation in the striping must be approved by the Engineer in advance.

All work shall be performed in accordance with the provisions in Section 81, "Miscellaneous Traffic Control Devices", Section 82, "Signs and Markers", and Section 84, "Markings" of the Caltrans Specifications, MUTCD, including California Supplement, and these Special Provisions.

The Contractor shall be responsible to install Blue Reflective Pavement Markers in compliance to Riverside County Fire Department's Technical Policy# TP 06-011 - Code Reference: 2019 CFC§ 507, Riverside County Ordinance 787.9.

Unless otherwise shown on plans all permanent striping and markings on concrete shall be paint (2 coats), all permanent striping on asphalt shall be paint (2 coats) and all permanent marking on asphalt shall be thermoplastic. A minimum of seven days shall be provided between the first and second coat of paint. Existing striping in conflict with the permanent striping shall be removed by sandblasting. Where striping joins existing striping, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping patterns a sufficient distance to ensure continuity of the striping plans for any striping in an intersection, the entire intersection shall be refreshed.

Striping shall be installed prior to opening the roadway to traffic. If the Contractor is required to open the roadway to traffic for any other cause, Contractor must install permanent or temporary striping and legends throughout the project per the City Engineer's direction prior to opening the road to the public.

Temporary striping such as "tabs" and "tape" can be used when the temporary striping and pavement markings will be in use for less than seven calendar days. All temporary striping to be in place greater than or equal to seven calendar days shall be paint unless approved otherwise by the Engineer. Temporary stop limit lines shall be paint or eight-inch-wide white traffic tape. "Black-out" of existing striping shall be kept to a minimum. Existing striping shall be removed when in conflict and in no case shall existing striping that is "blacked-out" be allowed to stay in

the field without being removed for more than 24 hours.

Temporary/removable "No Parking" signs shall be installed along the route of construction a minimum of 72 hours prior to start of work in particular streets. The sign shall advise of the date of actual construction. Parking available to residents is very limited, the contractor shall be diligent with his schedule and delivery of work and no one block more than 24 continuous hours in any given phase of construction.

The contract lump sum price for Striping, Signing and Pavement Markings, shall include full compensation for all temporary and permanent striping and pavement markings for furnishing all labor materials, tools, equipment and incidentals in place and no additional compensation will be allowed, therefore. This price shall also include all signing, delineators and RPMS unless specifically called out to be paid for in a different item. The contract price shall include removal and replacement of all striping, legends and markings. The lump sum cost shall also include preservation of existing fire hydrant reflectors and installation of new one in case damaged or in the event none exists. The lump sum cost shall include installation of additional signage and striping, as directed by the Engineer in the event none exists.

SP-4-5.00 – CLEARING & GRUBBING

This section covers the requirements for bid item number 4. Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", Section 18, "Dust Palliative, Section 19, "Earthwork", Section 20, "Landscape", Section 21, "Erosion Control", and Section 22, "Finishing Roadway" of the Caltrans Specifications, these special provisions and applicable utility standards.

This item shall include all clearing and grubbing, all tree and stump removal, vegetation removal or trimming, and applying weed kill. The Contractor shall chemically kill and remove any and all weeds that are growing within the project area and shall also chemically treat the top of sub-grade to prevent the future growth of weeds. All weeds shall be sprayed with an herbicide mixture of either Hyvar mixed with Roundup or approved equal, between seven (7) to Twenty-one (21) days prior to removing the weeds. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied.

The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work conforming to the requirements of this section including the cost of replacing items deemed unfit to be relocated. No additional compensation will be allowed thereof.

SP-4-6.00 – RELOCATE EXISITING FACILITIES

This section covers the requirements for the bid item numbered 6 and all work indicated on the plans by construction note 2. All items covered in this section shall conform to Section 15, "Existing Facilities" and applicable utility standards.

If any item that is called-out to be relocated is deemed unfit to be used again then the contractor shall notify the engineer. The engineer shall direct the contractor to replace or repair that item. If the contractor damages an item called out to be relocated then the contractor shall at the direction of the engineer, replace ore repair that item or items at the contractor's own expense.

Payment for relocate existing facilities shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide these items complete in place, and no additional compensation will be allowed therefor.

SP-4-7.00 – ROADWAY EXCAVATION AND REMOVALS

This section covers the requirements for the bid item 7 and all removals or excavation work indicated on the plans by construction notes 4, 6, and 17. Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 19, Earthwork", Section 73, "Concrete Curbs and Sidewalk" of the Caltrans Specifications, these special provisions and applicable utility standards.

This item shall include all roadway excavation, earthwork, concrete removal, asphalt concrete removal, base removal, asphalt concrete dike removal, excavation, ditch excavation, exporting, placement of fill material, including any import fill, backfill, compaction, grading, slope grading, shoulder grading, and all other earthwork if not addressed somewhere else in the bid schedule. This item also includes saw cutting if not addressed elsewhere in the bid schedule. Full compensation for saw cutting shall be considered as included in the contract price paid for Roadway excavation and concrete removals.

If any export of material is required, Contractor shall export to external sources. If areas are encountered that the Contractor believes should be determined to be "unsuitable material", the Contractor shall notify the Engineer. If the Engineer determines that the material is "unsuitable" it shall then be removed and disposed of and paid for as extra work.

It is critical to not damage the existing utilities during construction. To this end, the City has reviewed record drawings and have included existing available utility information on the civil plans. It should be emphasized that even though this information is being provided, it is the Contractor's responsibility to protect the utilities during construction and to ensure that the existing

utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

The contract cubic yard price for roadway excavation and concrete removals shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work conforming to the requirements of this section. No additional compensation will be allowed therefor.

SP-4-8.00 – COLD MILL

This section covers the requirements for the bid item 8 and all cold milling work indicated on the plans by construction notes 5 and 15. Cold milling asphalt pavement shall conform to Section 404 of the Greenbook and these Special Provisions and shall be cold milled at the locations and to the dimensions shown on the plans.

Cold milling machines shall be equipped with a cutter head not less than 6.5' in width and shall be operated so that no fumes or smoke will be produced. The cold milling machines shall mill the pavement without requiring the use of a heating device to soften the pavement during or prior to the milling operation.

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

The material milled from the roadway surface, shall be removed and disposed of as directed in these Special Provisions.

The contract square foot price paid for cold milling asphalt concrete pavement for the depth (indicated on the plans) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold milling the asphalt concrete and disposing of milled material. Included in this bid item is constructing, maintaining, removing, or disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer. No additional compensation will be allowed therefor.

SP-4-9.00 – CLASS II AGGREGATE BASE

This section covers the requirements for bid item 9 and for all Class II Aggregate Base work indicated in construction note 8. Aggregate base shall be Class II and shall conform to the

provisions in Section 26, "Aggregate Bases" of the Caltrans specifications and these special provisions. The Class II Aggregate Base shall be the grading requirement for ¾-inch maximum.

The subgrade shall be prepared conforming to the provisions in Section 301 "Subgrade Preparation, Treated Materials, and Placement of Base Materials" of the Greenbook Specifications, and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. Minimum relative compaction shall be 90% for sidewalk. Full compensation for preparing the subgrade for Class II Aggregate Base shall be considered as included in the contract price paid for Class II Aggregate Base.

The Contractor shall have the proposed base certified by an independent testing laboratory to meet Caltrans standards. This certification, along with the data, shall be submitted to the Engineer for review at the preconstruction meeting. This certification will not release the Contractor from having the base tested by the Engineer to meet specifications during construction.

The maximum lift of aggregate base shall be 8.0 inches.

The unit price paid per ton of aggregate base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in constructing aggregate base complete in place and no additional compensation will be allowed, therefor. Payment will be in accordance with Section 26-1.04 of the Caltrans specifications. Certified weight tickets must be submitted to the inspector on site with each truck of base material.

SP-4-10.00 – ASPHALT CONCRETE

This section covers the requirements for bid item number 10 and all Asphalt Concrete work indicated on the plans by construction notes 5, 8, 15, and 18. Asphalt concrete shall conform to the requirements of Sections 203-1, "Paving Asphalt", 203-6, "Asphalt Concrete" and 302-5, "Asphalt Concrete Pavement" of the Greenbook Specifications. Table 302-5.5 in the Greenbook is revised as follows:

Total Thickness	Minimum	Top Layer		Next L	Next Lower		All Other Lower	
Shown on Plans	No. of	Thickness		Layer	Layer		Layer	
	Layers			Thickn	ess	Thickne	ess	
		Min.	Max.	Min.	Max.	Min.	Max.	
0.25' or less	1	-	-	-	-	-	-	
0.26' through	2	0.12'	0.15'	0.14'	0.25'	-	-	
0.40'								
0.45' or more	3 or more	0.12'	0.15'	0.15'	0.25'	0.15'	0.25'	

Notes:

- 1) If only one course is required then the asphalt shall be of a C2 Class mixture as defined by Table 203-6.4.4 in the Greenbook.
- 2) If two or more courses is required than the top/cap/final course shall be of a C2 class mixture and base courses shall be of a B class mixture as defined by Table 203-6.4.4 in the Greenbook.
- 3) When ³/₄-inch material is used, the minimum thickness for any lift shall be 0.15'.
- 4) The final cap shall be placed such that the longitudinal joint is on the lane line.

The paving asphalt shall have no RAP and shall be one of the following C2-PG 70-10-R0, B-PG 70-10-R0, as indicated on the plans, these special provisions, or as determined by the Engineer. All asphalt concrete for this project shall be supplied from one source unless requested in writing and approved by the Engineer. Said source shall be listed on the Caltrans Material Plant Quality Program and have current qualifications. The Contractor shall submit to the Engineer a test results from said source for verification that the PG asphalt binder meets all requirements provided in Table 203-1.2 of the Greenbook, prior to its use on the project.

Aggregate of the ¾-inch or ½-inch maximum size and aggregate for asphalt concrete base shall be separated into 3 or more sizes and each size shall be stored in separate bins. If 3 sizes are used, one bin shall contain that portion of the material which will pass the maximum size specified and be retained on a 10 mm sieve; one bin shall contain that portion of the material which will pass a 10 mm sieve and be retained on a 2.36 mm sieve; and one bin shall contain that portion of the material which will pass a 2.36 mm sieve.

Tack coat shall be furnished and applied as provided in Section 302-5.4 of the Greenbook. If in the opinion of the Engineer the road does not drive smoothly, he shall direct the Contractor to have the road "profilographed" and the Contractor will be responsible for any "bump" grinding or other remedies required to provide a smooth and aesthetically pleasing road. The cost for both the profilography of the roadway and the "bump" grinding of pavement, if needed, shall be borne by the Contractor.

Certified weight tickets must be submitted to the inspector on site with each truck of asphalt material.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid for asphalt concrete.

The contract price paid per ton for asphalt concrete shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for furnishing and installing all asphalt

concrete on the project, unless specifically call-out somewhere else and no additional compensation will be allowed, therefore.

SP-4-11.00 – ASPHALT CONCRETE DIKE

This section covers the requirements for bid item number 11 and all work indicated on the plans by construction note 16. The contract item for Asphalt Concrete Dike shall include the use of asphalt concrete and shall meet all the applicable requirements in section SP-4-10.00. The structure shall be constructed and conform to Caltrans Standard Plan A87B "Type E". The Bid item shall be measured in lineal feet and cover the complete construction of the dike inclusive of earthwork, labor, tools, other incidentals shown on the standard.

SP-4-12.00 – STREET LIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES

This section covers the requirements for bid item number 12 and all work indicated on the plans by construction notes 13, 20, 21, and 24. The City of Perris Street and Safety Lighting Standards Guidelines are attached as Appendix A.

Street light design plans for construction shall follow the latest edition of the City of Perris Street and Safety Lighting Standard Guidelines. This project shall comply with the Mt Palomar Light Pollution Ordinance No. 655. These plans have been examined by the City of Perris's Engineering Division to ensure compliance with general engineering standards and the City's Design Standards and Specifications. The Engineer-Of-Work shall bear the sole responsibility of the mathematical data and accuracy of design shown heron. Street light locations may be adjusted in the field a maximum of 10 feet to avoid existing obstructions such as driveways, catch basins, fire hydrants, etc. Any deviation exceeding 10 feet shall be approved in writing by the City of Perris Engineering Department. A revised street lighting plan shall be required for any changes made to the subdivision maps or design plans which affect street alignments, lot sizes, parcel sizes, boundaries, etc. All revisions to improvement plans, or material substitution requests, proposed during construction shall be submitted in writing to the engineering department by the engineer of record and shall follow the procedures for approval outlined in the most current City of Perris Engineering Department directives. In order for the City of Perris's Lighting District to assume the operations and maintenance of a lighting system on any public street, the street shall be accepted by the City and open to the general public.

Streetlights shall be installed behind the sidewalk or as shown on the plans, with luminaire arm oriented over the street and perpendicular to its centerline:

- A. Arterial Streets (6-foot sidewalk): 7'-9" from curb face to center of pole foundation.
- B. Non-Arterial Streets (6-foot sidewalk): 7'-9" from curb face to center of pole foundation.

C. Meandering Sidewalks: 18" Min. from curb face to outside edge of pole.

Placement

- A. On streets where the sidewalks are 5.5 feet or less in width, excluding the top of curb, and are adjacent to the curb, the street lighting electrolier standards and pull boxes shall be placed outside the sidewalk area unless otherwise specified on the City of Perris approved plan.
- B. On all streets, handhole/pull box shall be placed "in-line" with street lighting standard and shall not be placed in front of or behind standards on sidewalks within the path of travel.

There shall be no above-ground obstructions in any portion of the sidewalk (where the width, exclusive to top of curb, is 5.5 feet or less). Where power/telephone/cable poles, street light standards, fire hydrants, and control boxes occur in the 5.5-foot sidewalk, the sidewalk shall be modified per County of Riverside Standard Plan No. 401. All mast arms and brackets shall be perpendicular to the curb face and 8 feet long unless otherwise specified on the City of Perris approved plan. All lights shown on this plan shall be installed and operational prior to the acceptance of the system into the City of Perris's lighting district. All street wiring and appurtenant apparatus shall be undergrounded. Streetlights shall be constructed per the City of Perris approved plan.

Lights not constructed according to the approved plan shall be removed and relocated at no expense to the City of Perris. Streetlights shall be erected such that the base door is perpendicular to the curb and located on the side of the streetlight facing oncoming traffic. All equipment required heron for furnishing electrical service, for each circuit, shall be installed and inspected prior to any other construction on that circuit.

The contractor shall give written notice, 72 hours in advance of removal of a streetlight, to any public agency maintaining equipment supported by the streetlight. Foundations and pull boxes not remaining in service shall be removed. The resulting excavation shall be filled with material similar to adjacent material and satisfactorily compacted with a mechanical compactor in layers not exceeding 12 inches. The surface shall be finished to match the adjacent surface.

All pull boxes shall be No. 6. All street lighting pull box lids shall read "Street Lighting". Pull boxes located adjacent to driveways and alleys shall be installed at a minimum distance of 5 feet from the top of the driveway "X" or 5 feet from the travel way of the alley. Pull boxes installed at intersections of local streets shall be installed no closer to the intersections than the B.C.R. of an assumed future 35-foot radius curb return.

WARNING: SAFETY CLEARANCE SHALL BE OBTAINED DAILY FROM THE AFFECTED UTILITY COMPANY BEFORE DOING ANY WORK IN CLOSE PROXIMITY TO ANY OVERHEAD ELECTRIC LINE.

Contractor shall be responsible for preserving the condition of all existing equipment to be reused, modified or returned to the City of Perris Public Works Department. Equipment indicated "Dispose" shall become the property of the contractor and be properly disposed offsite by the contractor. Contractor shall repair, at his cost, the damage caused to existing landscaping and irrigation systems during the construction of this project. Repairs shall be made within 5 working days after damage occurs. Contractor shall locate and protect substructure(s) shown heron and shall provide for a minimum 12-inch horizontal clearance between foundation and substructures. In the event a 12-inch clearance cannot be achieved, the contractor shall make arrangements for relocation of substructures with the City. In the event of overhead lines conflict with streetlights the contractor shall make necessary arrangements with Southern California Edison to raise their overhead facilities in order to provide for the following clearances with existing and/or proposed streetlights:

- A. Low Voltage: Minimum 3-foot clearance between overhead lines and streetlights.
- B. High Voltage: Minimum 6-foot clearance between overhead lines and streetlights.

In the event of overhead communication line conflict with streetlights, contractor shall make necessary arrangements to provide a minimum 12-inch clearance. Proposed street light foundations and pull boxes shall be reconstructed to clear access ramps by a minimum of 12 inches. Conduit that is to be abandoned shall have wires removed. The conduit shall be removed to a depth of at least 12 inches below the surface and have both ends crimped or capped.

Electrical systems for LS-3 rate schedule streetlights shall comply with Section 700 latest edition of the Greenbook and the 2019 California Electrical Code/2017 National Electrical Code. Proposed LS-3 rate schedule street light foundations, pedestals, pull boxes and other associated LS-3 street light system appurtenances shall be installed within the City right-of-way. Street lighting standards for LS-3 rate schedule streetlights shall be concrete Ameron or approved equal per City of Perris Street and safety lighting guidelines. Proposed LS-3 rate schedule concrete streetlight foundations shall be in accordance with City of Perris Standard Plan 1003.

As-built plans and asset/attribute data shall be submitted to the City prior to acceptance of improvements.

All new conduits shall be 2" PVC schedule 80 unless shown otherwise on plans. Lighting shall be maintained throughout project. Lighting calculations are required to verify appropriate lighting levels. Service to all existing lighting shall be maintained at all times. Contractor shall furnish and install street lighting standard and light fixture as specified unless otherwise shown on plans.

Payment for Street Lights shall be per lump sum. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide all items complete in place.

SP-4-13.00 – MINOR CONCRETE

This section covers the requirements for the bid items 13, 14, 15 and 16 and all work indicated by construction notes 7, 9, 10 and 11. The cost for the removal of each concrete item shall be included in the bid price paid for each minor concrete item. Bid prices paid for minor concrete item shall also include the saw cutting needed to remove each minor concrete item. Prior to any saw cutting and/or removals the contractor shall walk the project site with the city inspector to mark the limits of removals.

Concrete used for minor concrete items shall comply with Section 90, "Concrete" of the Caltrans Specifications and these special provisions. Any concrete accelerators used to speed construction shall be at the Contractor's expense and no additional payment will be made by the City. All concrete used for driveways and cross gutters shall be sufficiently strong to allow them to be opened to traffic within 72 hours of placement. Minor concrete items shall be constructed using a 3250 psi concrete mix.

All minor concrete items (including, but not limited to, sidewalks, cross gutters, curb and gutter, concrete facing, driveways, ribbon gutter, and under sidewalk drains) shall be built per Riverside County Improvement Standards, Standard Plans for Public Works Construction (SPPWC) except as modified herein and on the plans. All minor concrete must meet the latest ADA requirements. Minimum sidewalk thickness is a true 4.0 inches, and minimum drive approach and driveway thickness is 8.0 inches, both per Riverside County Standards. The Contractor shall refer specifically to the following standard plans of the Riverside County Transportation Department (latest edition) for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 205, "Curb and Gutter Joints"
- Riverside County Standard 207, "Residential Driveway with Sidewalk at Curb"
- Riverside County Standard 213, "Residential Driveway with Sidewalk at R/W"
- Riverside County Standard 400, "Sidewalk, Fire Hydrant, and Utility Pole Location"
- Riverside County Standard 401, "Sidewalk and Curb"
- Riverside County Standard 403, "Curb Ramp"

Handicap access ramps shall be bid per each and shall include all work from the BCR to the ECR including, but not limited to, all concrete curb and gutter, the landing behind ramps, sidewalk, scoring, grading to conform to existing area, and any and all work to make the ramp meet ADA requirements. All commercial driveways shall be paid per each and shall include truncated domes as shown on the plans.

Truncated Domes Detectable Warning Surfaces shall meet all ADA requirements, and any

requirements of the County of Riverside. The color shall be yellow # 33538.

If any export of material is required, Contractor shall export to external sources. If areas are encountered that the Contractor believes should be determined to be "unsuitable material", the Contractor shall notify the Engineer. If the Engineer determines that the material is "unsuitable" it shall then be removed and disposed of and paid for as extra work.

The subgrade for all minor concrete items described in this section shall conform to requirements of section 73-1.03B of the Caltrans Specifications and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. Minimum relative compaction shall be 90% for sidewalk. It is critical to not damage the existing utilities during construction. To this end, the City has reviewed record drawings and have included existing available utility information on the civil plans. It should be emphasized that even though this information is being provided, it is the Contractor's responsibility to protect the utilities during construction and to ensure that the existing utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

The grade tolerance for the subgrade grading plane at any point shall not vary more than 0.02' (1/4-inch) below or 0.06' (3/4-inch) above the grade established by the Engineer.

Payment for minor concrete items shall be per unit as defined in the bid schedule for each minor concrete item. All base underneath the minor concrete items will be included in the minor concrete bid items. Payment for minor concrete items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the minor concrete items per their standards complete-in-place.

APPENDIX A

Street and Safety Lighting Standards and Guidelines

Engineering Department



Street and Safety Lighting Standards and Guidelines

February 2019

<u>Guidelines</u>

FORWARD

Deviations from these specifications shall be submitted, reviewed and approved by the City Engineer prior to commencement of work.

REVISIONS

1. Original: 03/15/2018

2. Revision: 02/25/2019

INTRODUCTION

These specifications are a supplement to the latest edition of the Standard Specifications for Public Works Construction "Green Book" and the City of Perris Standard Special Provision. In case of conflict with the Green Book or Perris Standard Special Provisions, these specifications shall take precedence.

GENERAL

New or relocated streetlights located within City R/W or City easements are required to include light emitting diode (LED) luminaries and shall be constructed per City Standards, Per Plan, and field inspected and approved prior to requesting energizing or acceptance.

INDUSTRY STANDARDS:

LED streetlight luminaries shall meet the applicable requirements of the following industry standards:

- 1. ANSI/NEMA/ANSLG C78.377-2011-Specifications for the Chromaticity of Solid-State Lighting (SSL) Products
- 2. IES LM-79-08 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products
- 3. IESNA LM-80-08 Approved Method measuring Lumen Maintenance of LED chips / Fixture Manufacturer must provide extrapolation explanation for Lumen Maintenance derived from In- Situ testing upon request.
- 4. IEEE C62.41.2-2002-IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
- 5. IESNA TM-15-11 & Addendum A (replaces TM-15-07 and TM-15-07 Addendum A) Luminaire Classification System for Outdoor Luminaires; Backlight, Uplight, and Glare (BUG) Ratings
- 6. ANSI/UL 1598 Poles & Luminaires; UL
- 7. ANSI/UL 8750: Additional requirements for LED luminaires as well as drivers and LED arrays

Test data that establishes compliance with the requirements of ANSI/UL 1598 and the other industry standards listed above shall be provided upon request.

REFERENCE:

- 1. Project Plans and Specifications Location and project –specific details
- 2. California Electric Code As applicable by the Building Department
- 3. SCE Standards As applicable
- 4. City Standard Drawings
- 5. Standard Specifications for Public Works Construction (Greenbook latest edition) Subsections 700 and 701 and all included cross references.

STREET LIGHT LOCATIONS:

See Perris Std. Plan #1000 for approximate locations.

LUMINAIRES:

Fixtures shall be LED, dimmable, and one of the following or as approved by City Engineer:

*LEOTEK Catalog # GCJ0-15H-MV-27-XX-GY-390-WL-PCR7

LEOTEK Catalog # GCJ0-15H-MV-27-XX-GY-490-WL-PCR7

LEOTEK Catalog # GCJ0-15H-MV-27-XX-GY-700-WL-PCR7

LEOTEK Catalog # GCJ2-20H-MV-27-XX-GY-830-WL-PCR7

LEOTEK Catalog # GCM2-30H-MV-27-XX-GY-530-WL-PCR7

LEOTEK Catalog # GCL1-60G-MV-27-XX-GY-700-WL-PCR7

LEOTEK Catalog # GCL1-60G-MV-27-XX-GY-610-WL-PCR7

LEOTEK Catalog # GCL1-60G-MV-27-XX-GY-610-WL-PCR7

LEOTEK Catalog # GCJ0-15H-MV-27-XX-GY-300-WL-PCR7

LEOTEK Catalog # GCJ0-15H-MV-27-XX-GY-490-WL-PCR7

LEOTEK Catalog # GCM2-30H-MV-27-XX-GY-610-WL-PCR7

LEOTEK Catalog # GCM2-40H-MV-27-XX-GY-1A-WL-PCR7

*The "XX" represents optical designation Type 1, 2, 3, 4, 5, or distribution. And is TBD.

General description of LED Streetlight – Standard fixture utilizes terminal block for power input suitable for #6 - #14 AWG wire operates at 700mA. Drive current is not field switchable. A three-pole terminal block capable of accepting #14 to #10 AWG shall be mounted to the housing inside the electrical compartment. Luminaire shall be provided with capability for optional backlight control. Complete assembly weight shall not exceed 45 lbs. Fixture is designed to mount on a schedule 40, 2" nominal pipe size (NPS) horizontal tenon (minimum 8" in length) and is adjustable +/- 5 degrees to allow for fixture leveling (includes two axis T-level to aid in this process). Fixture, including the LEDs, drivers and electrical components, shall carry a limited ten year warranty and housing paint and finish shall carry a ten year warranty.

Color temperature and CRI: 4000K color temperature for Safety Lighting, minimum 70 CRI 3000K color temperature for Street Lighting, minimum 70 CRI

OPTICAL DISTRIBUTION METHOD & CONFIGURATIONS:

Optical configurations shall meet the following criteria:

- 1. No reflectors or single lensed fixture accepted. Close contact refractors to be employed for optical distribution.
- 2. Refractors are to be polymeric material rated 5VA, f1 rating
- 3. Lumen maintenance at 50,000 hours of life to be no less than 88% of initial lumen output.
- 4. Shall have 95% survival rate at 50,000 hours.
- 5. Integral 10K surge suppressor for diode and entire system protection.
- 6. Minimum Lumens requirement, refers to Lumens Delivered on Roadway.

Fixture Application (@100 hours)	*LED Fixture	**Color Temperature	Minimum Lumens	Distribution Type
Residential Streets	39 Watts	3000 K	4,900 Lumens	IESNA Type II distribution
Collector Streets	84 Watts	3000 K	8,800 Lumens	IESNA Type III distribution
Major Streets	96 Watts	3000 K	11,000 Lumens	IESNA Type III distribution
Signalized Intersections	111 Watts	4000 K	13,000 Lumens	IESNA Type III distribution
Large Signalized Intersections	111 Watts	4000 K	13,000 Lumens	IESNA Type III distribution

Note: The items in the table are recommended values and may be changed per direction of City.

^{*}LED Fixture wattage is TBD. Developer shall submit complete photometric to City for review.

^{**}Color temperature TBD by City of Perris based on existing conditions.

LUMINAIRE HOUSING:

Luminaire housing shall be furnished with an optical assembly, be powder-coated silver, include a level bubble to facilitate installation, allow for tool-less entry and shall include an integral twistlock type receptacle for photoelectric cell control in accordance with the latest EEI-NEMA standards which is adjustable with respect to north and prewired to the terminal board. Photocell control shall be for a 7- pin receptacle per ANSI C136.41.

Luminaire external housing shall have a minimum rating of IP66 as specified in IEC 60529, with the ability to shed water from inside the housing (i.e. weep holes).

The LED luminaire shall be designed for horizontal mounting. The LED assembly shall have a slip-fitted mounting bracket capable of attaching to a two-inch (2") pipe without the need for special mounting parts. They shall be installed in a horizontal position with leveling and clamping to the mast arm pipe accomplished by tightening mounting bolts, which are externally or internally accessible. Bolts shall be minimum 5/8" x2" size and either stainless steel.

Luminaire circuitry shall include quick connect / disconnects to allow easy separation and removal of driver and power door. Grounding requirements: ANSI/UL Standards and NFPA 70.

The luminaire power unit assembly shall consist of an integral driver, capacitor, 10K surge suppressor, and heavy duty terminal block. The power unit assembly shall be mounted on a separate component of the luminaire to facilitate replacement.

The luminaire optical chamber shall have a minimum rating of IP66 as specified in IEC 60529.

The luminaire housing cooling system shall consist of a passive heat sink with no fans, pumps, or liquids and shall be designed and constructed to accept a standard plug type, locking, three-pole, three-wire, streetlight photocontrol. The fixture and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.

All fasteners shall be stainless steel and all polycarbonate components shall be UV stabilized.

An easily-viewable nameplate shall be permanently affixed to the inside of each luminaire housing. The nameplate shall contain the following information: manufacturer's name, manufacturer's catalog number, date of manufacture (month and year), plant location, input power consumption, driver output current, IEC IP Rating, correlated color temperature (CCT), IES light distribution type, IESNA TM-15 BUG ratings, and serial number. Utility approved luminescent name plate with light source and wattage shall be permanently affixed on the exterior of the Luminaire to be visible from the ground.

The driver assembly shall be enclosed in a separate compartment from the optical assembly. The entire fixture shall be "wet listed" with the optical assembly compartment being rated at IP66. The LED Luminaire shall be constructed to provide the required light distribution with the lower edge of the Luminaire housing below the entire light source close contact refractors. **The Luminaire must be Dark Sky Compliant with U0 bug rating**. The light distribution pattern shall be per the FIXTURE table shown above.

DRIVERS:

Light Emitting Diode (LED) drivers shall be component-type consisting of precision wound coils and welded magnetic steel laminations assembled together and impregnated with baked-on, insulating, weatherproof varnish; and metal-cased, hermetically-sealed capacitor, suitable for use on multiple distribution circuits with

60Hz, 120 or 240 Volt rating. The operating sound pressure noise level shall not exceed the ambient noise level by more than five (5) decibels at a 30 feet when measured by a sound level meter conforming to the American Standards for Sound Level Meters. Where the ambient noise level is less, a minimum of 40 decibels shall be assumed.

Power supply / driver shall be field replaceable by means quick-disconnect connectors and easy access mounting hardware. Power supply / driver shall be wet-listed in the US and Canada, UL, ROHS compliant, meet Caltrans 611 vibration testing and GR-63-CORE section 4.4.1/5.4.2 earthquake zone 4.

DRIVER SPECIFICATIONS:

Electronic; voltage range = universal 120 - 277 v + /- 10%; frequency = 50/60 Hz; power factor > 90% @ full load; THD < 20% @ full load; output ripple < 10%; output shall be isolated; case temperature rated for -40 to 60C; fully encased and potted; overheat protection, self-limited short circuit protection, and overload protected – minimum integral 10k surge protection tested in accordance with IEEE C62.41 and ANSI standard 62.41.2; Driver Life Rating not less than 100,000 hours.

PHOTOELECTRIC CONTROL UNIT:

Gateway International 360 GW-LL127 Long-life Series Photocontrol or approved equal.

The photoelectric unit shall consist of a photoelectric cell in a weatherproof housing which plugs into an EEI-NEMA twist-lock receptacle integral with the luminaire and shall be installed with the clear UV- stabilized photocell window facing north. The control unit shall contain a uniformly coated cadmium- sulfide photoelectric cell suitable for operation with 120 or 240 volt line supply with surge protection to prevent damage and made to fail in the "ON" position. The unit shall have a HID load rating of 1,800 VA with a Tungsten load rating of 1,000 watts.

The response level of the unit to changing light levels shall remain stable throughout the life of the unit (5,000 operations). The "turn-on" level shall be nominal 1 foot-candle and the "turn-on: turn-off" ratio shall be 1.5.

FUSES:

Fuses shall be slow blow $13/32'' \times 1 \%''$ in-line type in 10 amp size (unless specified otherwise by the City). The fuse shall be installed in the hot leg of the lighting conductor. The circuit shall be fused in the base of the pole – not in the pull box. 240-volt installations require each leg to be fused using a double fuse holder and two fuses of appropriate size. Heat shrink both crimp ends.

FUSEHOLDERS:

Fuseholders shall be completely waterproof, shall grip the fuse in the load side section when opened, and be able to take a 13/32" x 1 %" fuse, with crimp-type tubular terminals of a proper size for the cable in the particular light.

MAST ARMS:

Mast arms shall be two inch (2") I.P.S. galvanized steel or aluminum and shall be self-supporting without braces, scrolls or rods. Mounting shall be perpendicular to the street centerline unless otherwise directed by the City Engineer. They shall have a minimum of six inches (6") of horizontal straight section at the end of the arm to mount a two inch (2") I.P.S. slipfitter type luminaire mount.

Mast arms shall be eight feet (8') long for all luminaires unless otherwise specified in the plans and shall be capable of handling the EPA and weight of the luminaire. Steel arms shall conform to ASTM A 120.

Aluminum arms shall be corrosion resistant alloys such as Aluminum Association wrought alloys 6061 or 6062 or cast alloys 319 or 356.

All exposed hardware shall be stainless steel. All protected hardware not visible after installation shall be cast aluminum and / or stainless steel, hot-dipped galvanized. Anti-seize shall be used.

FOUNDATIONS:

Per City of Perris Std. Plan #1003.

CONCRETE POLES:

RESIDENTIAL STREETS: Ameron DWG. 1203-036 Rev. 4

COLLECTOR AND ARTERIAL STREETS: Ameron DWG 1203-037 Rev. 4

(Note: Use 8" arm poles located adjacent to the sidewalk on residential, collector and arterial streets)

Concrete poles shall be tapered, centrifugally cast and pre-stressed. Poles shall be round black and white marble aggregate or natural exposed aggregate. Pole shape and color shall be uniform for any one project. Replacement poles shall match existing.

Hand hole cover plates shall be aluminum and securing bolts shall be stainless steel tamper-proof bolts of the type installed with a pent-head wrench. Anti-seize shall be used.

All concrete poles shall be provided with a clear, factory applied Amershield Anti-Graffiti coating.

PULL BOXES:

Pull boxes shall be #3 1/2 Pull Boxes or approved equal. Pull boxes shall be installed per CALTRANS Standard Plan ES-8 as follows:

- 1. Located at the end of the conduit run and three feet (3') from SCE service point. The pull box that feeds into SCE service point shall be a #5 pull box.
- 2. Located within five feet (5') of each street light.
- 3. Located at conduit interval runs of not more than 200 LF. Additional #3 1/2 pull boxes will be required for conduit runs over 200 LF long.

Pull boxes shall be installed behind sidewalk or five feet (5') behind the face of curb or dike and, where practical, shall be installed with the short side parallel to the curb. They shall not be installed in any part of a driveway or other traveled way, unless approved by the City Engineer and provided with a metal traffic cover. Pull box covers shall be inscribed "STREET LIGHTING" and shall be secured with bolts, cap screws or studs and nuts made of stainless steel. Pull boxes shall be tamper resistant and utilize a special key tool for opening. Anti-seize shall be used.

For more information on City standard pull boxes, see Traffic Signal Specifications and Installation Guidelines and City Standard Plan #1004.

CONDUIT AND TRENCH:

All conduit shall be two-inch (2") UL approved heavy wall polyvinyl chloride (PVC) Schedule 80. Conduit shall be encased in a minimum of three inches (3") of sand on all sides. The minimum sweep radio shall be twenty-four inches (24"). The maximum length of a conduit run shall be two hundred feet (200'). The Contractor may, at his expense, use conduit or a larger size, provided the larger size is used for the entire length of the conduit runs between pull boxes (reducing couplings shall not be allowed).

Conduit shall be laid to a depth of not less than thirty inches (30") unless placed under sidewalk in which case only eighteen inches (18") shall be required. Conduit laid in open trench shall not be covered nor shall trench or inspection hole be backfilled until accepted by the City Engineer or his designated representative.

SPLICING:

Splices shall be permitted in pull boxes and lighting standard bases ONLY. All splices shall be water proofed with penatrox with butt splice and heat shrink tubing.

CONDUCTORS AND SERVICE RUNS:

All conductors shall be stranded copper, XHHW-2, #8 AWG minimum. Maximum wire size shall be #6 AWG. Neither aluminum nor direct-burial cable shall be accepted. All street light system shall be provided with 110-240V service.

Wire shall conform to the applicable portion of ASTM B3 and B8. Wire size shall be indicated on the "As-Built" plans. Wire connectors shall be approved by the City Engineer or his designated representative and shall bear the UL seal of approval. The installation procedure, connector size and crimping tools shall conform to the manufacturer's recommendations.

Wire from the base of the pole to the luminaire shall be #10. For the 120-volt installations, the wires shall be black and white, with black being the hot wire and fused. For 240-volt installations, one hot wire shall be black and the other shall be red. Both hot wires shall be fused. Any ground wires shall be green and connected to a clamp attached to an anchor bolt.

Service runs parallel to the street shall be installed under the sidewalk where new sidewalk is being constructed or directly behind the existing sidewalk. Voltage drop shall not exceed five percent (5%).

SERVICE CABINETS:

See Perris Std. Plan #1001 for service cabinet information.

CONNECTION TO SCE SERVICE POINT:

Contact SCE for a service point. SCE will identify what service is available and where it is located. In rare cases, a new streetlight can be connected to an existing streetlight circuit, but not without written permission from the City Engineer. New voltage drop calculations shall be required to verify that existing circuit can handle additional load.

The service point shall be in the City's right-of-way; otherwise, the City will require an easement to the service point.

PRE-INSTALLATION:

- 1. Obtain a City R/W permit for any work performed within a City R/W or City easement. Attached to the R/W permit are the construction requirements applicable to all work performed within the City R/W.
- 2. Call underground Service Alert at 800-422-4133 at least 72 hours before excavating.

INSTALLATION AND INSPECTION:

- Concrete and/or asphalt removal & replacement shall be per City of Perris Standards or as directed by the City Engineer. A sidewalk extension maybe required to meet ADA access requirements.
- 2. Conduit depth shall be as described in the CONDUIT AND TRENCH section. All trenches shall be compacted per the City of Perris Standards or as directed by the City Engineer.
- 3. Street Lights shall be located per City approved plan and shall not be relocated without prior City approval.
- 4. Minimum Engineering Department Inspections Required:
 - a. Schedule an Engineering Department Inspection 72 hours in advance by calling (951) 943-6504
 - b. All work performed within a Public Right-Of-Way
 - c. All conduit placement
 - d. Prior to and during any concrete foundation placement
 - e. Pole installation
 - f. Construction "As-Built" drawings shall be submitted prior to final inspection
- 5. Public Works inspection is required for final wiring and splicing prior to energizing. Contact the Public Works Department for inspection 72 hours in advance at (951) 943-6504.
- 6. Pedestrian and vehicle traffic control and access shall be maintained per the Plans, Specifications, City Traffic Control Standards, CA MUTCD, and as otherwise required or directed by the City.

ACCEPTANCE AND ENERGIZING:

- 1. Upon completion of all street light construction, the Contractor (on public projects) or Developer (on private development projects) shall submit two (2) sets of professionally drafted streetlight "As-Built" plans on 11" x 17" size sheets to the Engineering Department, showing the following information:
 - a. Layout of curbs, gutter, sidewalks, driveways and other improvements, drawn to scale
 - b. Location of street lights, with dimensions from the nearest cross street intersection and between streetlights
 - c. Location of pull boxes dimensioned from the streetlights, curbs or other features
 - d. Location of service point (power source) and SCE identification number
 - e. Location of conduit service runs dimensioned from face of curb, edge of pavement or back of sidewalk as applicable
 - f. Size and type of wire used
 - g. Size (wattage and voltage rating) and type (LED) of each lamp and number of lamps used
 - h. North arrow
 - i. Contractor's name, address and telephone number
 - j. Identifying project name and number
 - k. INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED
- 2. After "As-Built" plans have been accepted by the City, the Contractor or Developer shall anticipate a minimum of five (5) working days for the City to contact SCE for streetlight energizing. Release of a Building Occupancy requires that streetlights be energized.

CONTRUCTION AS-BUILT DRAWING REQUIREMENTS (STREETLIGHT INSTALLATIONS):

Two sets of "As-Built" drawings must be given to the Public Works Inspector before SCE will energize a light. Maximum size of As-Built drawings shall be 11" x 17".

Please provide the following information in addition to As-Built Drawings:

POLE:

- 1. Manufacturer's name
- 2. Supplier's name and contact information
- 3. Material
- 4. Height
- 5. Mast Arm Length
- 6. Footing Type (AB)

FIXTURE:

- 1. Manufacture's name
- 2. Suppliers name and contact information
- 3. Wattage and Voltage
- 4. Fuse size and type
- 5. Photocell manufacturer

DISTRIBUTION:

- 1. Conduit type and size
- 2. Wire type and gauge
- 3. Pull box manufacturer
- 4. Service point I.D. number

STREET LIGHT DESIGN PLANS

(APPLIES TO CITY STANDARD STREET LIGHTS ONLY, NON-STANDARD STREET LIGHTS WILL BE REVIEWED ON A PROJECT-BY-PROJECT BASIS):

- 1. Check plans and make sure reference is made to City of Perris on cover sheet. On plan show:
 - 1. Street light stationing.
 - 2. Street light size (watts).
 - 3. Street light installation detail (Refer to Perris Standard Plan #1002 and #1003).
 - 4. SCE service point and stationing. Indicate serving voltage (120v or 240v).
 - 5. Street light service pull box and installation detail (Refer to Perris Standard Plan #1004).
 - 6. Size of conduit (2" minimum) Schedule 80 PVC.
 - 7. Indicate trench depth.
 - 8. Size and numbers of wires.
 - 9. When laying conduits across a street, they shall be at right angles to the curb line.
 - 10. North arrow and scale.
 - 11. Vicinity map.
- 2. Voltage Drop calculations for wire sizing are required for every circuit run which has more than (2) Street lights and whenever the service from the service point is more to the last (furthest) street light exceeds 500'.
- 3. The Engineer of record shall be responsible for providing final "As-Built" drawings once the lighting system is install and approved by the inspector. The construction "As-Built" drawings will be the basis for providing the final drawings. The final drawings are to be CAD drafted and shall be signed off by the engineer of record.
- 4. All non-standard City street lights shall be approved by Engineering Department. Non-standard street lights will be required to provide photometric analysis along roadways.
- 5. Structural pole base calculations are required to be submitted as a supporting document when nonstandard streetlights are approved for installation. Calculations shall be prepared by licensed California registered engineer and shall be wet-stamped.

STREET LIGHT PLAN GENERAL NOTES

Per Riverside County Transportation Department and as approved by City Engineer.

ADDENDUM #1

CITY OF PERRIS OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS (CIP# S132) (P8-1416)

The following addendum is hereby made regarding the specifications and improvement plans for the above project:

- 1) Addendum #1 plan sheets have been revised to reflect the following:
 - Plan sheet numbered A1 of 6 prepared by Tri Lake Consultants Inc. dated 12/07/22 has been added to reflect the addition of:
 - 87 CUBIC YARDS TO BID ITEM 7 ROADWAY EXCAVATION AND REMOVALS
 - 520 SQUARE FEET TO BID ITEM 8 COLD MILL
 - 6 TONS TO BID ITEM 10 ASPHALT CONCRETE
 - 970 SQUARE FEET TO BID ITEM 14 SIDEWALK
 - 3 EACH COMMERCIAL DRIVEWAY
 - 17 LINEAL FEET TYPE A-8 CURB & GUTTER
 - Plan Sheets 1-5 prepared by Tri Lake Consultants Inc. dated 12/07/22 have been changed with the following revisions:
 - i. Plan Sheet 1:
 - 1. Sheet Index has been updated to show sheet A1.
 - 2. Construction notes 25 and 26 have been added.
 - 3. Sheet Number has been changed to Sheet No.1 of 6
 - ii. Plan Sheet 2:
 - 1. Sheet Number has been changed to Sheet No.2 of 6
 - iii. Plan Sheet 3
 - 1. Sheet Number has been changed to Sheet No.3 of 6
 - iv. Plan Sheet 4
 - 1. Sheet Number has been changed to Sheet No.4 of 6
 - v. Plan Sheet 5

the limits of removals.

- 1. Sheet Number has been changed to Sheet No.5 of 6
- 2) Specification section SP-4-13.00 MINOR CONCRETE has been modified to read: This section covers the requirements for the bid items 13, 14, 15, 16, 17 and 18 and all work indicated by construction notes 7, 9, 10, 11, 25 and 26. Prior to any saw cutting and/or removals the contractor shall walk the project site with the city inspector to mark

Concrete used for minor concrete items shall comply with Section 90, "Concrete" of the Caltrans Specifications and these special provisions. Any concrete accelerators used to speed construction shall be at the Contractor's expense and no additional payment will be made by the City. All concrete used for driveways and cross gutters shall be sufficiently strong to allow them to be opened to traffic within 72 hours of placement. Minor concrete items shall be constructed using a 3250 psi concrete mix.

All minor concrete items (including, but not limited to, sidewalks, cross gutters, curb and gutter, concrete facing, driveways, ribbon gutter, and under sidewalk drains) shall be built per Riverside County Improvement Standards, Standard Plans for Public Works Construction (SPPWC) except as modified herein and on the plans. All minor concrete must meet the latest ADA requirements. Minimum sidewalk thickness is a true 4.0 inches, and minimum drive approach and driveway thickness is 8.0 inches, both per Riverside County Standards. The Contractor shall refer specifically to the following standard plans of the Riverside County Transportation Department (latest edition) for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 201, "Type A-8 Curb"
- Riverside County Standard 205, "Curb and Gutter Joints"
- Riverside County Standard 207, "Residential Driveway with Sidewalk at Curb"
- Riverside County Standard 207A, "Commercial Driveway"
- Riverside County Standard 213, "Residential Driveway with Sidewalk at R/W"
- Riverside County Standard 400, "Sidewalk, Fire Hydrant, and Utility Pole Location"
- Riverside County Standard 401, "Sidewalk and Curb"
- Riverside County Standard 403, "Curb Ramp"

Handicap access ramps shall be bid per each and shall include all work from the BCR to the ECR including, but not limited to, all concrete curb and gutter, the landing behind ramps, sidewalk, scoring, grading to conform to existing area, and any and all work to make the ramp meet ADA requirements. All commercial driveways shall be paid per each and shall include truncated domes whether shown on the plans or not.

Truncated Domes Detectable Warning Surfaces shall meet all ADA requirements, and any requirements of the County of Riverside. The color shall be yellow # 33538.

If any export of material is required, Contractor shall export to external sources. If areas are encountered that the Contractor believes should be determined to be "unsuitable material", the Contractor shall notify the Engineer. If the Engineer determines that the

material is "unsuitable" it shall then be removed and disposed of and paid for as extra work.

The subgrade for all minor concrete items described in this section shall conform to requirements of section 73-1.03B of the Caltrans Specifications and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. Minimum relative compaction shall be 90% for sidewalk. It is critical to not damage the existing utilities during construction. To this end, the City has reviewed record drawings and have included existing available utility information on the civil plans. It should be emphasized that even though this information is being provided, it is the Contractor's responsibility to protect the utilities during construction and to ensure that the existing utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

The grade tolerance for the subgrade grading plane at any point shall not vary more than 0.02' (1/4-inch) below or 0.06' (3/4-inch) above the grade established by the Engineer.

Payment for minor concrete items shall be per unit as defined in the bid schedule for each minor concrete item. All base underneath the minor concrete items will be included in the minor concrete bid items. Payment for minor concrete items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the minor concrete items per their standards complete-in-place.

3) The Table in the beginning of the Standard Provisions Part III Section shall be replaced with the following:

BID ITEM #	BID ITEM DESCRIPTION	CONST. NOTE #	SPEC. SECTION
1	MOBILIZATION	N/A	1
2	TRAFFIC CONTROL	N/A	2
3	WATER POLLUTION CONTROL	N/A	3
4	SIGNING, STRIPING AND PAVEMENT MARKINGS	12, 19	4
5	CLEARING & GRUBBING	N/A	5
6	RELOCATE EXISITING FACILITIES	2	6
7	ROADWAY EXCAVATION AND REMOVALS	4,6,17	7
8	COLD MILL	5,15	8
9	CLASS II AGGREGATE BASE	8	9
10	ASPHALT CONCRETE	5,8,15,18	10
11	ASPHALT DIKE	16	11

12	STREETLIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES	13,20,21,24	12
13	CURB RAMP	7	13
14	SIDEWALK	9	13
15	TYPE A-6 CURB & GUTTER	10	13
16	RESIDENTIAL DRIVEWAY	11	13
17	COMMERCIAL DRIVEWAY	25	13
18	TYPE A-8 CURB & GUTTER	26	13

- 4) The Bid Schedule has been replaced in its entirety as Attachment #1 and reflects the following changes:
 - Bid item 7 Increase in quantity
 - Bid item 8 Increase in quantity
 - Bid item 10 Increase in quantity
 - Bid item 14 Increase in quantity
 - Bid item 15 Change in name
 - Bid item 17 Added
 - Bid item 18 Added
- 5) There is no change in the Bid Opening date or time of Thursday December 15, 2022, at 2:00 PM.

This signed Addendum must accompany your Bid on Active Bidder:

Contractor	Date
Company Name	

ATTACHMENT #1 OLD NUEVO ROAD SIDEWALK AND STREETLIGHTS

Bidder (Company Name): _	
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BID SCHEDULE

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION	\$	\$
2	1	L.S.	TRAFFIC CONTROL	\$	\$
3	1	L.S.	WATER POLLUTION CONTROL	\$	\$
4	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$	\$
5	1	L.S.	CLEARING & GRUBBING	\$	\$
6	1	L.S.	RELOCATE EXISITING FACILITIES	\$	\$
7	452	C.Y.	ROADWAY EXCAVATION AND REMOVALS	\$	\$
8	3782	S.F.	COLD MILL	\$	\$
9	19	TN	CLASS II AGGREGATE BASE	\$	\$
10	556	TN	ASPHALT CONCRETE	\$	\$
11	1,184	L.F.	ASPHALT DIKE	\$	\$

12	1	L.S.	STREETLIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES	\$ \$
13	1	EA	CURB RAMP	\$ \$
14	3,016	S.F.	SIDEWALK	\$ \$
15	280	L.F.	TYPE A-6 CURB & GUTTER	\$ \$
16	3	EA	RESIDENTIAL DRIVEWAY	\$ \$
17	3	EA	COMMERCIAL DRIVEWAY	\$ \$
18	17	L.F.	TYPE A-8 CURB & GUTTER	\$ \$

TOTAL ITEMS 1-18:	\$(Figures)	
Written Total (Bid Items 1-18)		

Written Amount (Continued)

Please note the following regarding bids:

- Award will be based upon responsible and responsive bidder for lowest combined cost for Bid Items 1 18.
- Bid shall include all sales tax, and other taxes and fees.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Bid Documents shall include list of subcontractors and manufacturer items.
- Bid Bond, Contractor, and subcontractors registration form(s) and other documents

required at the time of bid submittal.

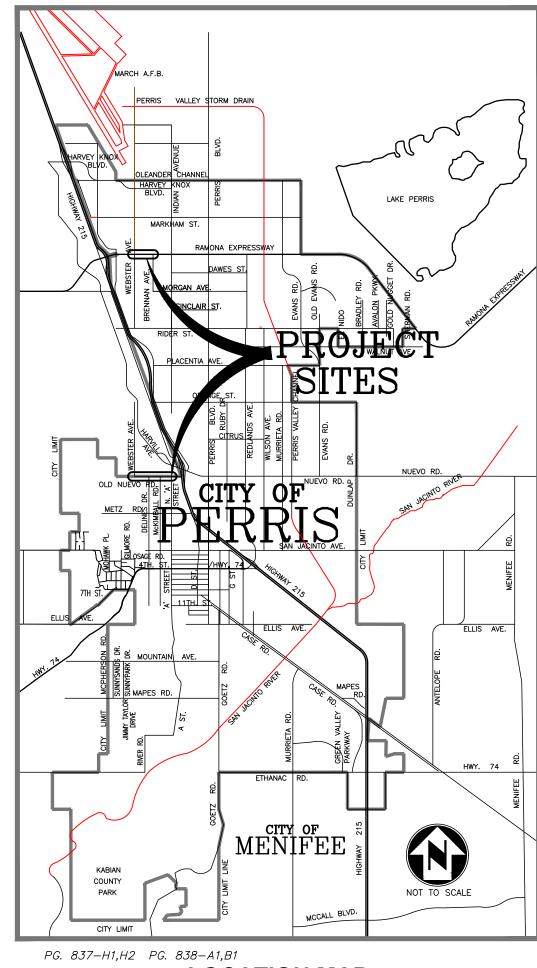
CITY OF PERRIS, CALIFORNIA OLD NUEVO RD. SIDEWALK & STREET LIGHTS IMPROVEMENTS (CIP# S132) (P8-1416)

GENERAL NOTES:

- 1. ALL WORK TO BE PERFORMED PER CITY OF PERRIS. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT (R.C.T.D.), RIVERSIDE COUNTY FLOOD CONTROL DISTRICT (R.C.F.C.D.), EASTERN MUNICIPAL WATER DISTRICT (E.M.W.D.), CALTRANS AND THE CALIFORNIA M.U.T.C.D. (LATEST EDITION).
- 2. NOTIFY CITY ENGINEER, CITY OF PERRIS, AT (951) 943-6504, AT LEAST 24 HOURS PRIOR TO START OF
- 3. PRIOR TO BIDDING, CONTRACTOR TO VISIT THE SITE AND FAMILIARIZE HIM/HERSELF WITH THE WORK AND JOB SITE. ALL PROPOSED WORK (PRIVATE AND PUBLIC RIGHT OF WAY) IS INCLUDED IN THIS CONTRACT AS SHOWN ON THESE PLANS AND/OR SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE CITY OF PERRIS OF ANY DISCREPANCIES OR CLARÍFICATIONS PRIOR TO BIDDING. NO CHANGE ORDER PROPOSED BY THE CONTRACTOR WILL BE ACCEPTABLE AFTER PROJECT IS AWARDED OR DURING CONSTRUCTION.
- 4. THE CONTRACTOR SHALL APPLY TO, AND BE ISSUED A NO FEE ENCROACHMENT PERMIT BY THE CITY OF PERRIS PUBLIC WORKS DEPARTMENT (1015 SOUTH "G" STREET, PERRIS, CA 92570) BEFORE BEGINNING ANY WORK WITHIN AN EXISTING, CITY MAINTAINED PUBLIC STREET AND FOR UTILITY WORK WITHIN OFFERS OF DEDICATION FOR PUBLIC USE.
- 5. CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND OTHER UTILITY COMPANIES AS NEEDED TO COORDINATE FOR PROTECTION AND/OR ADJUSTMENTS OF UTILITIES, AS REQUIRED.
- 6. ANY STOCKPILE OR STORAGE YARD ON PRIVATE PROPERTY MUST HAVE CITY'S AND OWNERS APPROVAL
- 7. THE CITY INSPECTOR SHALL APPROVE ALL CONCRETE REMOVALS PRIOR TO CONSTRUCTION. ALL CONCRETE WILL BE SAW-CUT WHERE REQUIRED PRIOR TO BEING REMOVED.
- 8. CONTRACTOR SHALL VERIFY THE EXISTENCE OF EXISTING SURVEY MONUMENTS AND PROTECT THEM IN PLACE. ANY SURVEY MONUMENTS MISSING AND/OR DAMAGED DURING CONSTRUCTION WILL HAVE TO BE RESET PRIOR TO PROJECT COMPLETION BY A QUALIFIED REGISTERED SURVEYOR, AND A CORNER RECORD FILED WITH COUNTY SURVEYOR.
- 9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE NEW WORK FROM VANDALISM UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE CITY AND A NOTICE OF COMPLETION HAS BEEN FILED.
- 10. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN COMPLIANCE WITH THE CALIFORNIA M.U.T.C.D.
- 11. CONTRACTOR IS REQUIRED TO INSTALL BLUE REFLECTIVE PAVEMENT MARKERS AT ALL FIRE HYDRANT LOCATIONS IN THE WORK AREA.
- 12. CONTRACTOR IS REQUIRED TO LOCATE AND ADJUST TO GRADE ALL EXISTING MANHOLES. METERS. AND VALVE COVERS FOR WATER. SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER UTILITY FACILITIES AS NEEDED. CONTRACTOR TO COORDINATE WITH UTILITY PURVEYORS.
- 1.3. ALL DIMENSIONS ARE APPROXIMATE, CONTRACTOR TO VERIFY IN THE FIELD, ALSO, IF DURING STAKING THERE ARE ANY DISCREPANCIES ON THE PROPOSED ELEVATIONS SHOWN ON PLANS, CONTRACTOR OR SURVEYOR SHALL NOTIFY PROJECT ENGINEER.
- 14. THE CONTRACTOR IS REQUIRED TO REMOVE, BY AN APPROVED METHOD, ALL CONFLICTING STRIPING AND LEGENDS WHETHER CALLED-OUT OR NOT ON THE STRIPING PLANS.
- 15. CONTRACTOR SHALL REPLACE ALL NON-CONFLICTING STRIPING, LEGENDS, AND SIGNS IF THEY ARE DAMAGED DURING CONSTRUCTION AT NO EXTRA COST TO THE CITY.
- 16. ALL STRIPING & LEGENDS SHALL BE REPLACED IN ACCORDANCE WITH THE STRIPING PLANS HEREIN. ALL STRIPING TO BE PAINT (TWO COATS) AND ALL MARKINGS (INCLUDING CROSSWALKS) TO BE THERMOPLASTIC. ALL STRIPING AND PAVEMENT MARKINGS TO BE PER LATEST M.U.T.C.D. STANDARDS WITH CALIFORNIA SUPPLEMENT.
- 17. EXISTING PUBLIC STREETS, SHALL REMAIN OPEN TO THE PUBLIC DURING CONSTRUCTION AND SHALL BE MAINTAINED BY THE CONTRACTOR, UNLESS OTHERWISE PROVIDED IN THE PLANS AND SPECIFICATIONS. PUBLIC INCONVENIENCE WILL BE MINIMIZED AT ALL TIMES AND SUCH STREETS SHALL BE LEFT FREE OF DIRT AND DEBRIS AT THE END OF EACH WORKING DAY UNLESS PERMISSION IS OTHERWISE GRANTED BY THE CITY ENGINEER.
- 18. THE CONTRACTOR SHALL COMPLETE ALL GRADING, INCLUDING OVER EXCAVATION, IMPORT, AND EXPORT OF MATERIALS IN ACCORDANCE WITH THE RIVERSIDE COUNTY STANDARD SPECIFICATIONS. NINETY FIVE PERCENT (95%) RELATIVE COMPACTION OF THE BASE AND NINETY PERCENT (90%) RELATIVE COMPACTION OF THE TOP 12" OF THE SUB GRADE IS REQUIRED PER TESTING PROCEDURES REQUIRED IN THE SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE CLEAN FILL IF REQUIRED OR TO EXPORT AND TO CONSTRUCT THE ROAD AS SHOWN HEREIN.
- 19. OVERLAY JOINTS AND NEW PAVEMENT JOINTS SHALL BE CONSTRUCTED IN A MANNER TO MATCH NEW AND EXISTING PAVEMENT AND TO PROVIDE A SMOOTH TRANSITION. CRACK SEALING IS REQUIRED FOR ALL STREET SEGMENTS TO RECEIVE AN OVERLAY.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR CLEARING AND GRUBBING THE PROPOSED WORK AREA AND DISPOSAL OF EXCESS OR UNDESIRABLE MATERIAL. CONTRACTOR SHALL RELOCATE OR CAUSE TO BE RELOCATED EXISTING CONFLICTING UTILITIES. CONTRACTOR TO COORDINATE WITH UTILITY PURVEYORS.
- 21. ANY PROPOSED DEVIATION FROM THESE PLANS BY THE CONTRACTOR MUST MEET CITY'S APPROVAL. THE CONTRACTOR IS RESPONSIBLE TO REIMBURSE THE CITY FOR ANY RELATED COST TO THE CITY ASSOCIATED WITH SUCH CHANGE. IN THIS EVENT. NO INCREASE IN CONTRACTOR'S COST WILL BE APPROVED.
- 22. APPLY WEED KILL TO ALL EXISTING WEEDS BETWEEN 1-3 WEEKS PRIOR TO CONSTRUCTION AND REMOVE WEEDS. WEEDS SHALL BE REMOVED FROM ALL EXISTING PAVEMENT, MEDIANS, CURB AND GUTTER, SIDEWALK (BETWEEN CURB AND SIDEWALK) AND WHEREVER IMPROVEMENTS ARE PROPOSED. AND UP TO 4.0' BEHIND E.P. OR CURB WHEN NO SIDEWALK EXISTS.

GENERAL NOTES CONTINUE:

- 23. CONSTRUCTION ACTIVITIES SHALL BE LIMITED FROM 7:00 A.M. TO 6:00 P.M. ON WEEKDAYS, CONTRACTOR SHALL SUBMIT WORK REQUEST 24 HOURS IN ADVANCE TO THE CITY ENGINEER FOR APPROVAL ON ANY SCHEDULE WORK ON WEEKEND AND HOLIDAYS. OVERTIME INSPECTION SHALL BE AT THE CONTRACTOR'S
- 24. FOR ANY WORK PERFORMED IN THE COUNTY OF RIVERSIDE. THE CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF RIVERSIDE. THE CONTRACTOR SHALL NOTIFY THE COUNTY OF
- 25. A PRE-CONSTRUCTION MEETING WITH THE COUNTY OF RIVERSIDE INSPECTOR IS REQUIRED PRIOR TO START OF WORK.



LOCATION MAP

PROJECT LOCATION: OLD NUEVO RD. FROM WEBSTER AVE. TO "A" STREET

CONSTRUCTION NOTES:

- 1) PROTECT IN PLACE.
- (2) TO BE RELOCATED.
- (3) TO BE RELOCATED BY OTHERS.
- (4) REMOVE & DISPOSE.
- (5) HEADER CUT, GRIND 0.15' A.C. & OVERLAY 0.15' A.C.
- 6 SAW-CUT EXIST. AC PAVEMENT OR CONCRETE FOR A SMOOTH JOINT. EXACT LOCATION OF SAW-CUT TO BE DETERMINED IN THE FIELD.
- (7) CONSTRUCT ACCESS RAMP PER A.D.A. & CO. OF RIV. STD. NO. 403 CASE A. NOTE: RAISED TRUNCATED DOME DETECTABLE WARNING SURFACES ARE REQUIRED ON ALL CURB RAMPS THAT ENTER INTO A VEHICULAR TRAVEL WAY
- (8) CONSTRUCT 0.33' A.C. PAVEMENT OVER 0.50' CLASS II BASE.
- (9) CONSTRUCT SIDEWALK PER CO. OF RIV. STD. 401.
- (10) CONSTRUCT TYPE "A-6" CURB & GUTTER PER CO. OF RIV. STD. 200.
- (11) CONSTRUCT RESIDENTIAL DRIVEWAY PER CO. OF RIV. STD. NO. 207.
- (12) REFRESH (REPAINT) EXISTING LEGEND & STOP BAR.
- CONSTRUCT 240V 82 WATT LED 8,800 LUMEN STREET LIGHT ON POLE DESIGNATION 2B226 WITH LUMINAIRE: GCM2-30H-MV-30-3R-GY-850-PCR7-WL

(15) SLOT PAVING" PER DETAIL SEE SHEET 2.

PER CITY OF PERRIS STD. PLAN 1004.

- (16) CONSTRUCT ASPHALT DIKE "TYPE E" PER CALTRANS STD. PLAN A87B.
- (17) REMOVE & DISPOSE EXISTING ASPHALT AND BASE (0.40' THICK TOTAL)
- (18) CONSTRUCT 0.40' ASPHALT ON COMPACTED NATIVE.
- (19) INSTALL 6" THERMOPLASTIC DOUBLE YELLOW LANELINE STRIPE DETAIL 22.
- (20) FURNISH AND INSTALL NO. 6 PULL BOX (200 FT. SPACING TYPICAL) BOX NEEDS TO BE GROUTED WITH A DRAIN HOLE AND GROUNDING ROD
- (21) FURNISH AND INSTALL 2" SCHEDULE 80 PVC CONDUIT 2#6 CU & 1#6 CU GROUND (XHHW-2), CONDUIT SHALL BE ENCASED A MIN. OF 3" SAND ON ALL SIDES.
 MINIMUM SWEEP RADIUS SHALL BE 24" CONDUIT SHALL BE MINIMUM DEPTH 30" OR

18" MINIMUM DEPTH UNDER SIDEWALK. (24) TO BE INSTALLED BY DIRECTIONAL BORE METHOD.

- (25) CONSTRUCT COMMERCIAL DRIVEWAY PER CO. OF RIV. STD. 207A.

26 CONSTRUCT TYPE A-8 CURB & GUTTER PER CO. OF RIV. STD. 201.

BENCHMARK:

PER RCTC PERRIS VALLEY LINE PROJECT WIDE SURVEY CONTROL. PT ID: PVC102, REBAR AND CAP IN GROUND BETWEEN TRACK AND FRONTAGE ROAD, 90' NORTH OF NUEVO ROAD OVERCROSSING, 23.7 WEST OF TRACK CL ELEV = 1490.86

BASIS OF GEODETIC CONTROL AND HORIZONTAL/VERTCAL DATUMS

THE BASIS FOR THE GEODETIC HORIZONTAL CONTROL FOR THIS SURVEY WAS BASED UPON TWO GPS CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS), 'PPBF5' PERRIS PUMP BACK FAC' (NGS PID AJ1911), AND 'MLFP5' (NGS PID AJ1887). DATA SHEETS CÀN BE FOUND ON THE NATIONAL GEODETIC SURVEY (NGS) AND THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) WEBSITES.

THE COORDINATE VAULE FOR EACH CONTROL POINT IN THE NETWORK ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM, ZONE 6. NORTH AMERICAN DATUM OF 1983 (NAD83), EPOCH 2007.00.

HELD COORDINATES FOR 'PPBF' N: 2,248,986.85 E: 6,278,618.84 ELEV: 1513.84; AND 'MLFP' N: 2,279,468.00 E: 6,237,668.24

VERTICAL DATUM

THE PVC PROJECT CONTROL IS BASED UPON PUBLISHED ELLIPSOIDAL HEIGHTS REFERENCED TO NAD83,2007.00 NGS CORS STATIONS, 'MLFP AND 'PPBF' AND THE GEOIDO3 MODEL.

ORTHOMETRICS HEIGHTS ESTABLISHED FOR THE PVC JOINTS ARE BASED UPON THE MATHEMATICAL COMPUTATION OF THE MEASURED ELLIPSOIDAL HEIGHTS AND THE GEOIDO3. WHILE THE ORTHOMETRIC HEIGHTS COMPUTED RESEMBLE THOSE ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), THEY HAVE NOT BEEN TIED OR CONSTRUCTED DIRECTLY TO PUBLISHED NAVD88 BENCHMARKS.

SHEET INDEX

SHEET NO. SHEET DESCRIPTION

- 1 TITLE SHEET
- SIDEWALK & STREET IMPROVEMENT ~ McKIMBALL RD. TO "A" STREET
- STREET IMPROVEMENT ~ WEBSTER AVE. TO DELINES DR.
- 4 STREET LIGHT & CONDUIT PLAN
- A1 SIDEWALK & STREET IMPROVEMENT RAMONA EXPRESSWAY

PRIVATE ENGINEERING NOTE:

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIRE-MENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

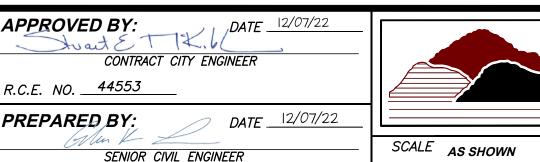
UNDERGROUND STRUCTURES

AT THE TIME OF THE PREPARATION OF THESE PLANS EXISTING UTILITY RECORDS WERE STILL BEING INVESTIGATED. THE CONTRACTOR SHALL CHECK WITH THE ENGINEER FOR ANY ADDITIONAL UTILITY RECORD DRAWINGS THEY MAY HAVE. THE CONTRACTOR BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERE TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED NOT INDICATED ON THE PUBLIC RECORDS EXAMINED. LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

7/22| RGL | 🚹 | ADDED SHEET A1, CONST. NOTES 25 & 26 APPR. DAT DATE | BY |MARK ENGINEER **REVISIONS** CITY DESIGNED BY: R.G.L. DRAWN BY: R.G.L CHECKED BY: R.T.







DATE **JUNE 2022**

CITY ENGINEER

24 S. "D" ST. SUITE 100 PERRIS CA 92570 (951) 943-6504

SEE ABOVE

CITY OF PERRIS. CALIFORNIA OLD NUEVO RD. SIDEWALK & STREET LIGHTS IMP.

TITLE SHEET

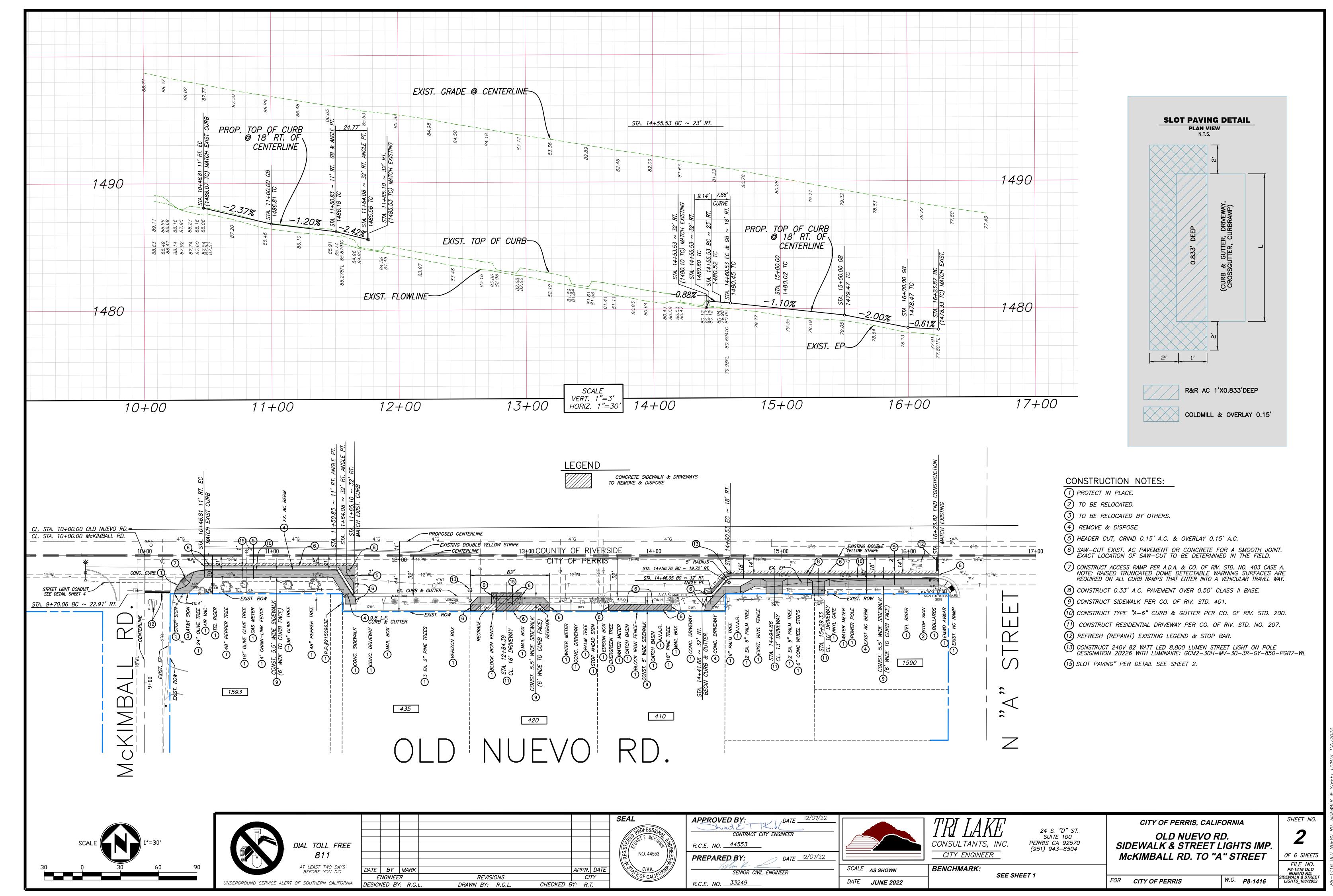
FOR **CITY OF PERRIS**

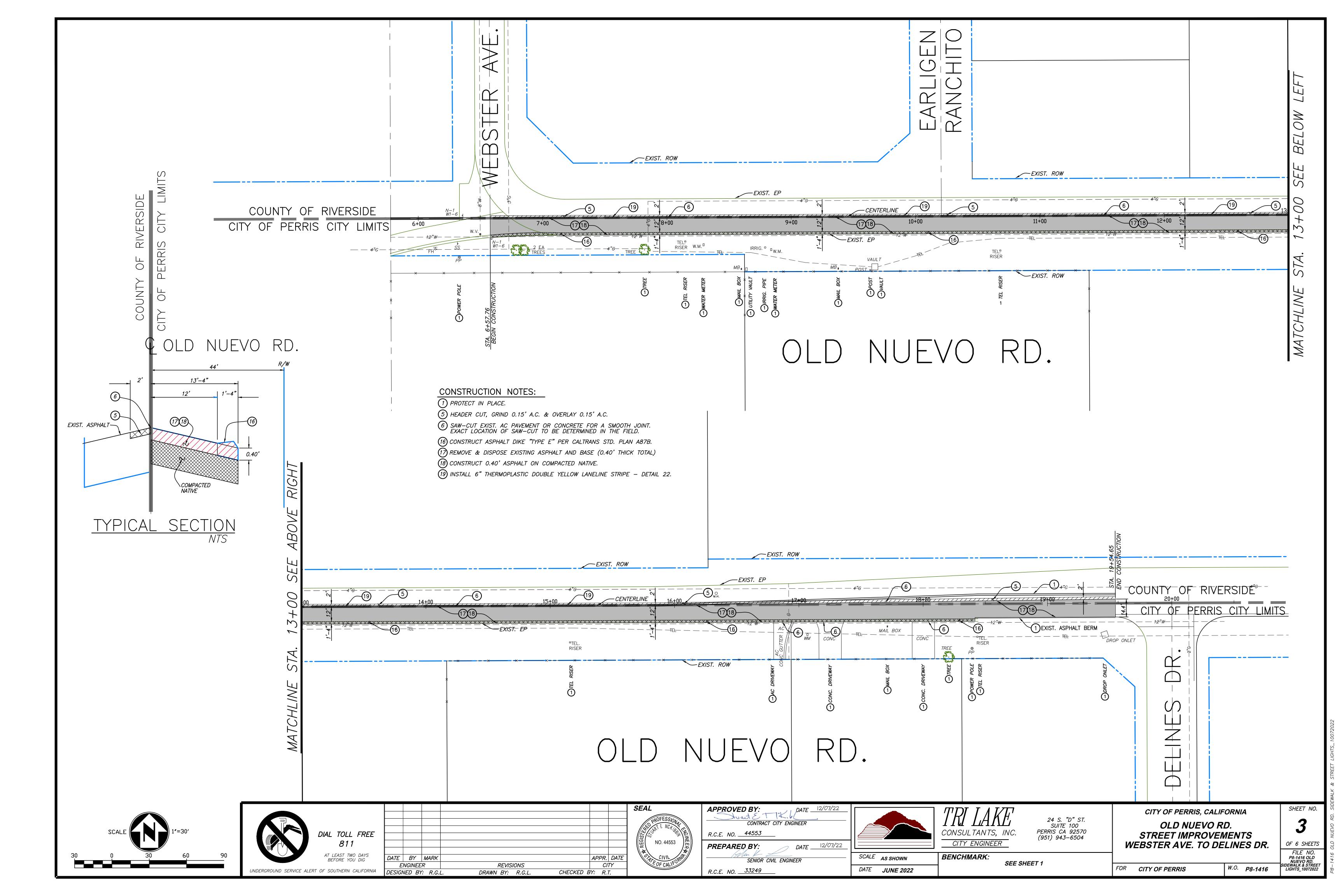
OF 6 SHEETS

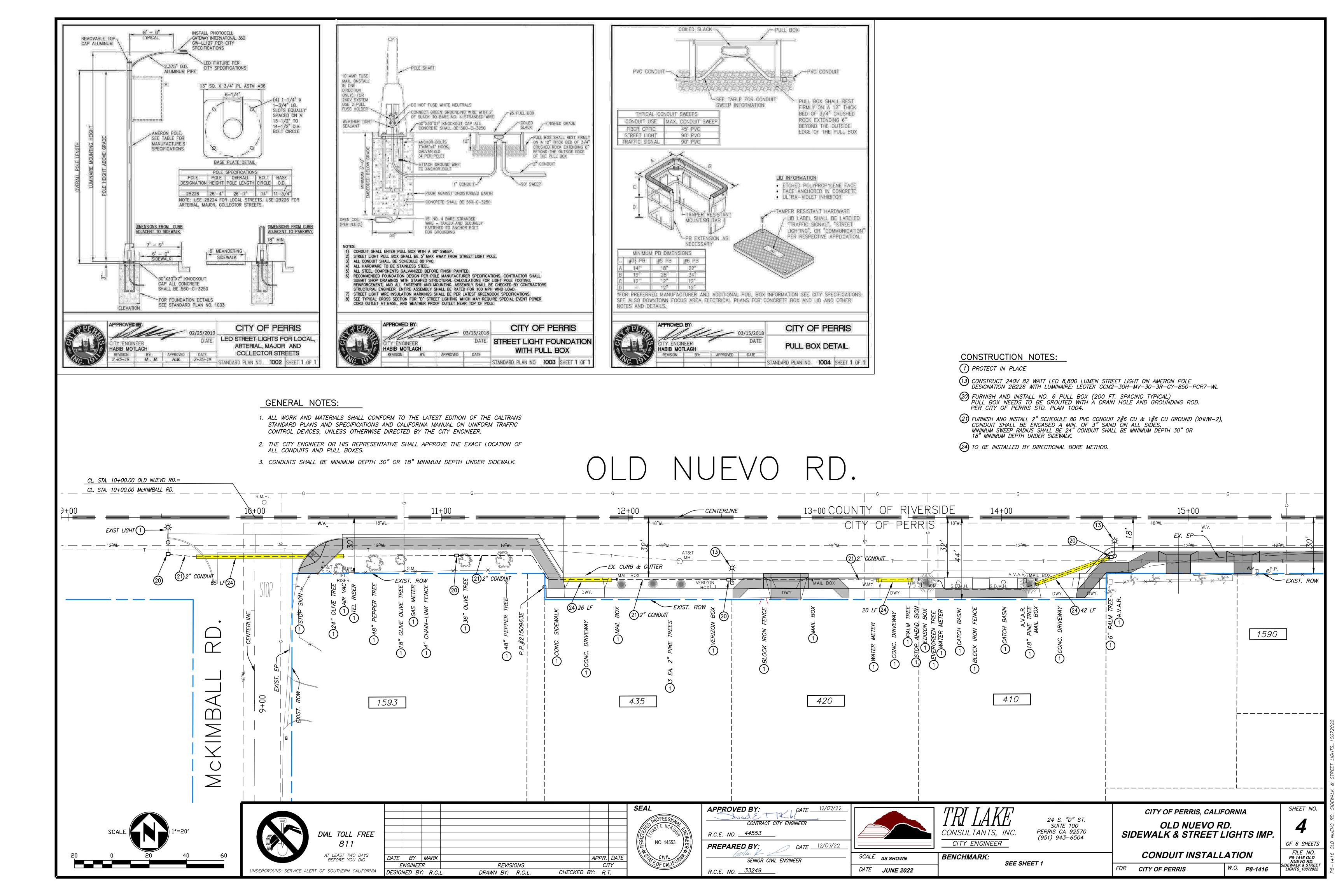
W.O. **P8-1416**

FILE NO. P8-1416 OLD NUEVO RD. IDEWALK & STREET LIGHTS_10072022

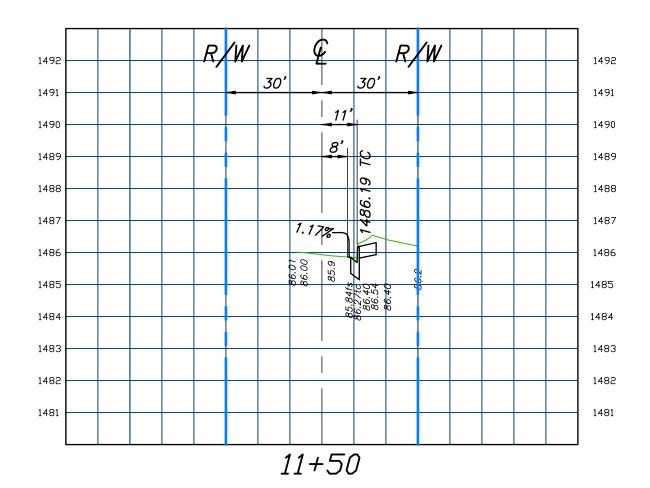
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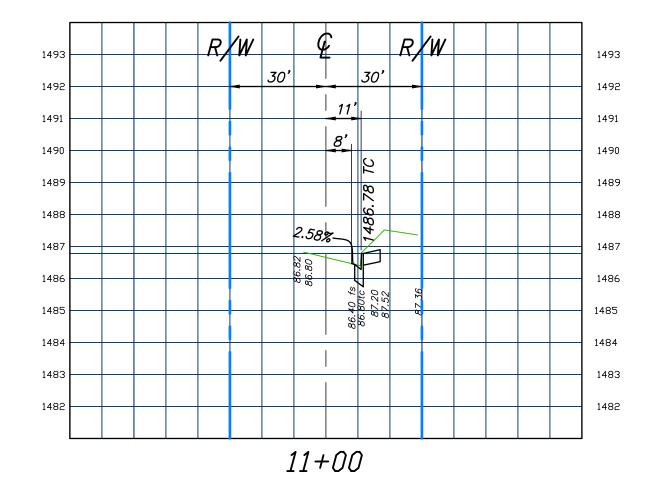


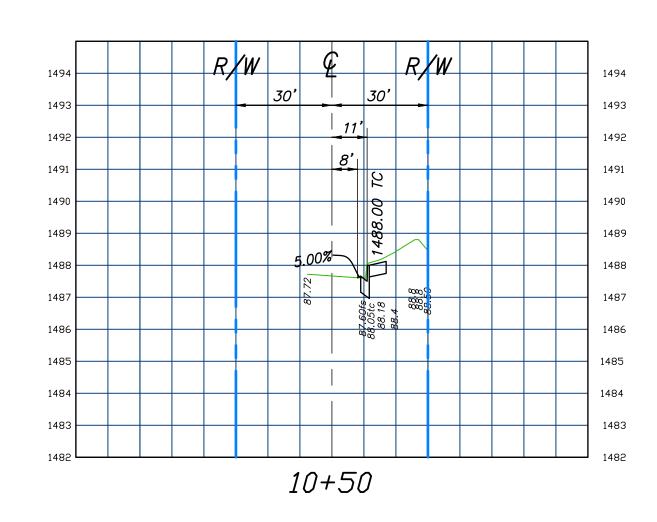


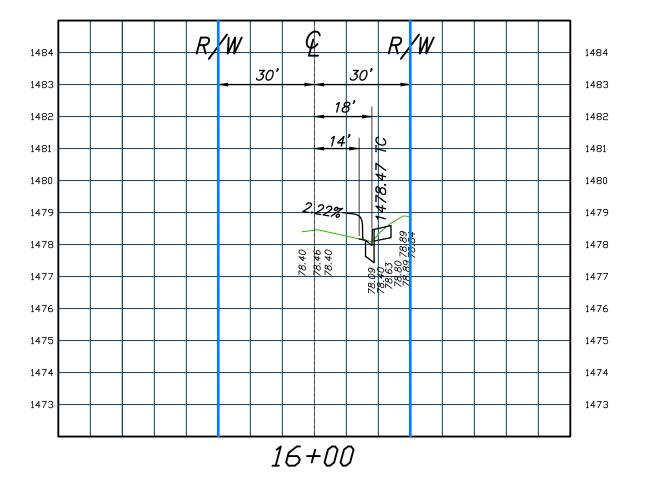


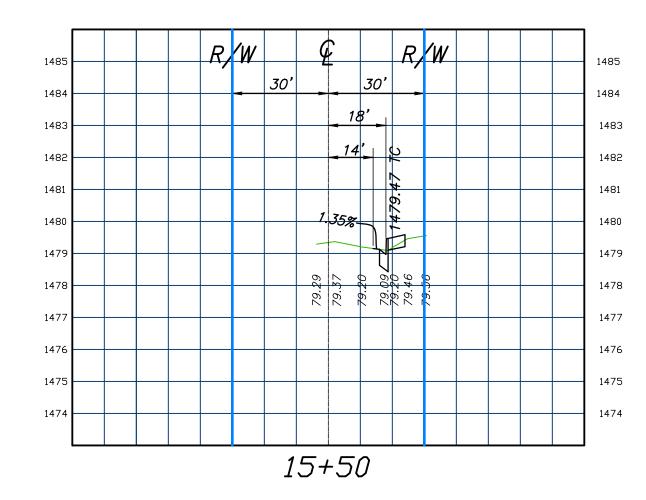
CROSS SECTIONS McKIMBALL RD. TO "A" STREET

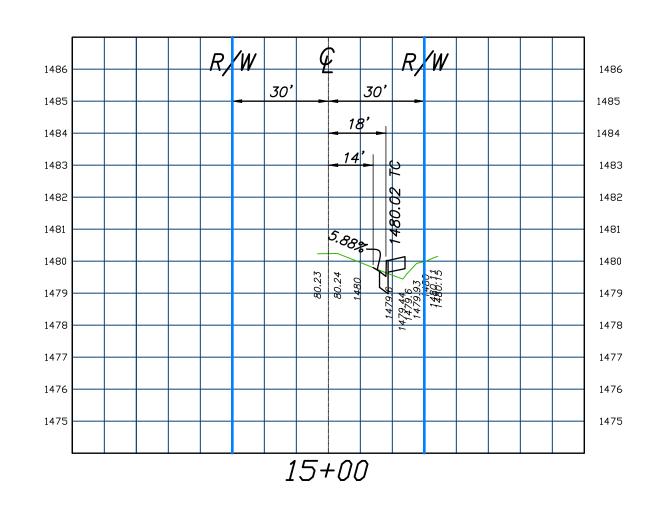


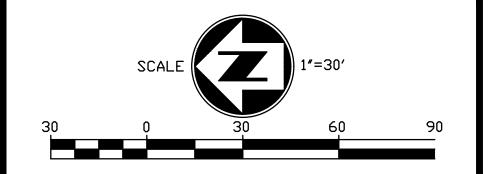




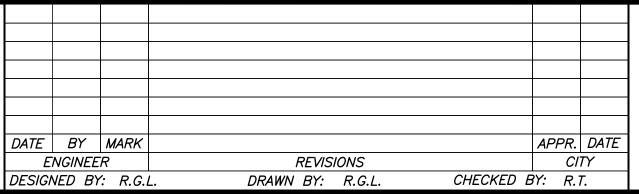




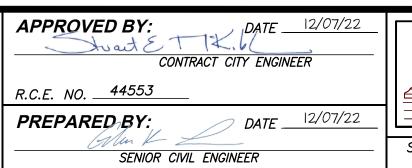














DATE JUNE 2022

CITY ENGINEER

24 S. "D" ST. SUITE 100 PERRIS CA 92570 (951) 943–6504

SEE SHEET 1

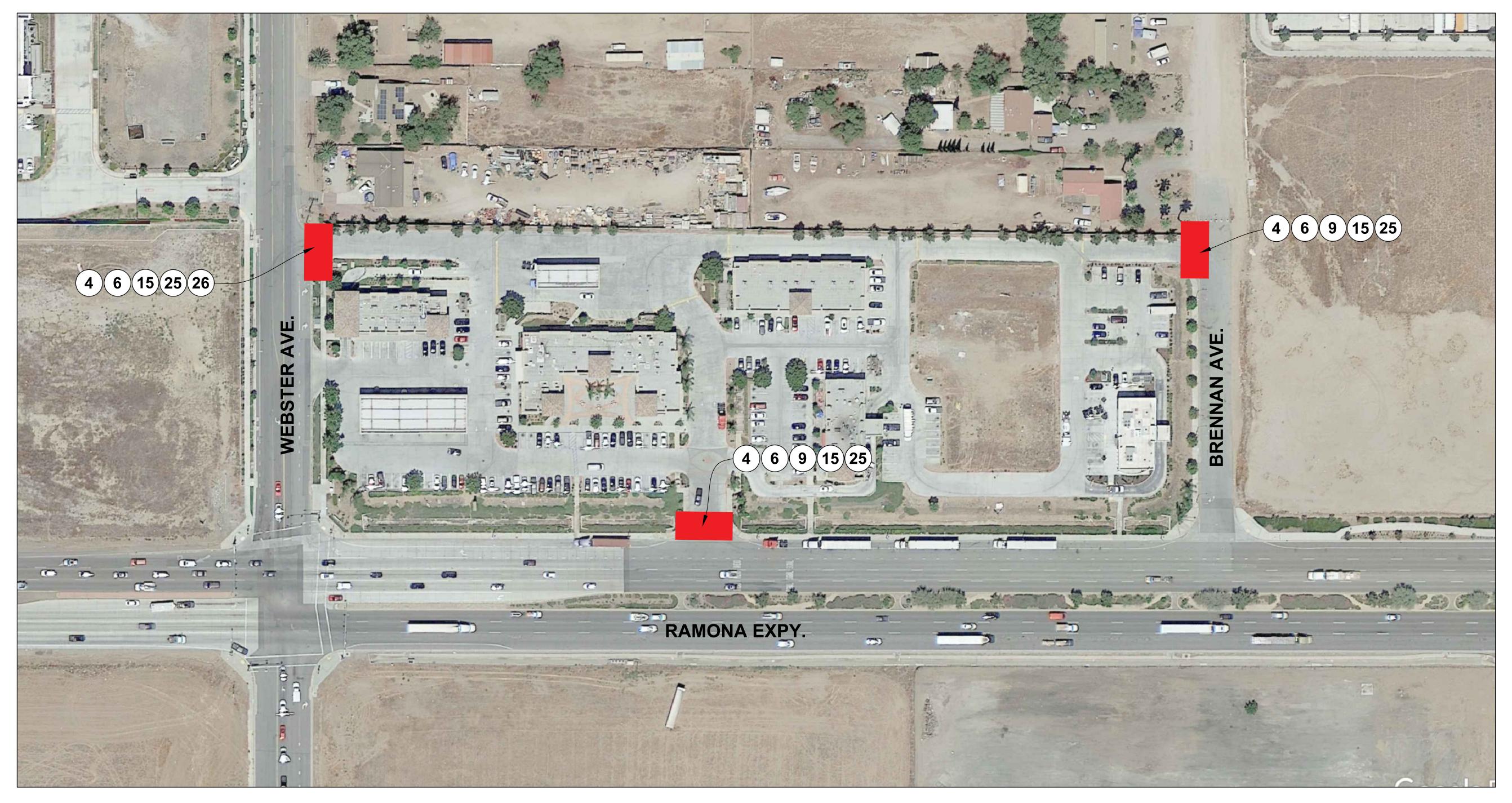
CITY OF PERRIS, CALIFORNIA OLD NUEVO RD. SIDEWALK & STREET LIGHTS IMP.

CROSS-SECTIONS FOR **CITY OF PERRIS** W.O. **P8-1416**

OF 6 SHEETS

FILE NO.
P8-1416 OLD
NUEVO RD.
SIDEWALK & STREET
LIGHTS_06232022

SHEET NO.



CONSTRUCTION NOTES:

- (4) REMOVE & DISPOSE.
- ig(f 6 ig) saw—cut exist. Ac pavement or concrete for a smooth joint. Exact location of saw—cut to be determined in the field.

APPROVED BY:

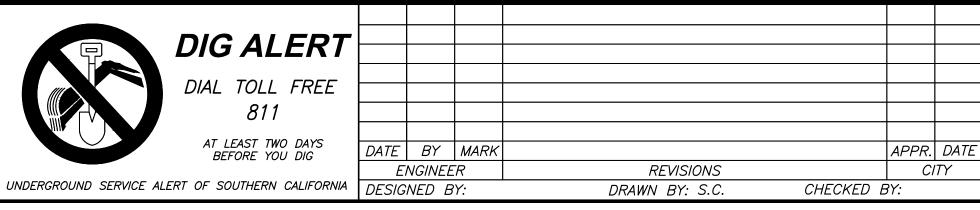
PREPARED BY:

R.C.E. NO. <u>33249</u>

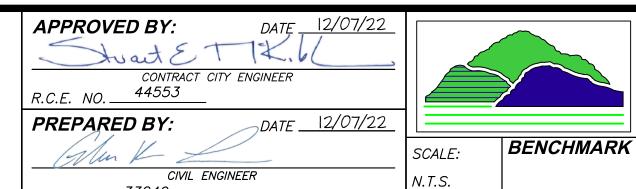
CIVIL ENGINEER

- (9) CONSTRUCT SIDEWALK PER CO. OF RIV. STD. 401.
- (15) SLOT PAVING PER DETAIL SEE SHEET 2.
- (25) CONSTRUCT COMMERCIAL DRIVEWAY PER CO. OF RIV. STD. 207A
- (26) CONSTRUCT TYPE "A-8" CURB & GUTTER PER CO. OF RIV. STD. 201.











SEE SHEET 1

CITY OF PERRIS, CALIFORNIA OLD NUEVO RD. SIDEWALK & STREET IMP.-

CITY OF PERRIS

OF 6 SHEETS RAMONA EXPRESSWAY W.O. **P8-1416**