GENERAL NOTES:

- 1. ALL WORK TO BE PERFORMED PER CITY OF PERRIS, RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT (R.C.T.D.), RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT (R.C.F.C. & W.C.D.), EASTERN MUNICIPAL WATER DISTRICT (E.M.W.D.), STANDARD PLANS FOR PUBLIC WORK CONSTRUCTION (S.P.P.W.C.) "GREENBOOK", CALTRANS AND THE CALIFORNIA M.U.T.C.D. (LATEST EDITION), AND 2019 CBC, AS APPLICABLE.
- 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 OR NOTED ON THESE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY THE CITY OF PERRIS OF ANY DISCREPANCIES OR CLARIFICATIONS PRIOR TO BIDDING, NO CHANGE ORDER PROPOSED BY THE CONTRACTOR OF ITEMS SHOWN ON PLANS 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. THE CONTRACTOR SHALL INCLUDE THE TRAFFIC CONTROL WITH THE APPLICATION (SEE GENERAL NOTE 10).
- 5. IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AND ALL UTILITY PURVEYORS TO LOCATE UNDERGROUND FACILITIES. CONTRACTOR IS RESPONSIBLE TO COORDINATE ALL THE WORK AND SCHEDULE APPROPRIATELY FOR PROTECTION. ADJUSTMENTS AND/OR RELOCATIONS OF UTILITIES. NO ADDITIONAL TIME WILL BE GRANTED TO CONTRACTOR FOR UTILITY WORK.
- 6. ANY STOCKPILE OR STORAGE YARD ON PRIVATE PROPERTY MUST HAVE CITY'S AND OWNERS APPROVAL. NO STOCKPILES OR STORAGE YARDS WILL BE ALLOWED IN PUBLIC RIGHT OF WAY.
- 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 REQUIRING REMOVAL 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. (LATEST EDITION). PLANS TO BE SIGNED AND STAMPED BY A LICENSED TRAFFIC ENGINEER. TRAFFIC ENGINEER SHALL INSPECT THE TRAFFIC CONTROL AND VERIFY IN THE FIELD THAT IS ADEQUATE TO PRESERVE THE PUBLIC SAFETY. ALL AT CONTRACTOR'S EXPENSE.
- 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. IN ADDITION, CONTRACTOR TO CONTACT AND COORDINATE WITH UTILITY PURVEYORS FOR TELEPHONE, ELECTRIC, CABLE TV AND OTHER UTILITY FACILITIES ADJUSTMENTS AS NEEDED. CONTRACTOR SHALL KEEP THE CITY REPRESENTATIVE INFORMED OF ALL CORRESPONDENCE WITH UTILITY
- 13. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY IN THE FIELD. ALSO, IF DURING STAKING THERE ARE ANY DISCREPANCIES OF THE PROPOSED ELEVATIONS SHOWN ON PLANS, CONTRACTOR OR SURVEYOR SHALL NOTIFY PROJECT ENGINEER FOR CLARIFICATION AND/OR CORRECTION.
- 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 CALTRANS AND THE CALIFORNIA M.U.T.C.D. (LATEST
- 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 ALL SUB GRADE PLACED 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
- 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

20. THE CONTRACTOR IS RESPONSIBLE FOR CLEARING AND GRUBBING THE PROPOSED WORK AREA AND DISPOSAL

- OF EXCESS OR UNDESIRABLE MATERIAL. 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. ALL WEEDS SHALL BE REMOVED FROM ALL EXISTING PAVEMENT, MEDIANS, CURB AND GUTTER, SIDEWALK (BETWEEN CURB AND SIDEWALK) AND WHEREVER IMPROVEMENTS ARE PROPOSED.
- 23. CONSTRUCTION PROJECTS WITH SOILS DISTURBANCE GREATER THAN 1 ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE. PRIOR TO ANY CONSTRUCTION, THE DEVELOPER, OWNER, OR THEIR ENGINEER OF RECORD SHALL PROVIDE THE CITY A COPY OF THE NOI WITH A VALID WDID NUMBER.
- 24. EXTENT OF REPAIR TO THE EXISTING ROADWAY PAVEMENT, SUCH AS 0.15' G&O SHALL BE AS DIRECTED BY THE CITY ENGINEER OR BY HIS REPRESENTATIVE BASED ON THE DAMAGE DONE DURING CONSTRUCTION
- 25. THE CONTRACTOR SHALL FURNISH "AS-BUILT" RECORD DRAWINGS TO THE CITY AND THE DEPARTMENT UPON COMPLETION OF CONSTRUCTION.
- 26. FOR ALL BUILDING WORK REQUIRED PER THIS CONTRACT, THE CONTRACTOR SHALL NOTIFY THE BUILDING AND SAFETY DEPARTMENT, 101 NORTH "D" STREET, PERRIS, CA 92571, AT (951) 943-5003, AT LEAST 48 HOURS
- 27. ALL EXISTING ROOF DRAINS DAMAGED OR ADJUSTED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED IN KIND AS NEEDED. THIS WORK ALSO INCLUDES THE REPAIR OR REPLACEMENT OF ANY BUILDING EXTERIOR FINISH MATERIALS (STUCCO, CMU BLOCK, PAINT, ETC.). ALL PROPOSED BUILDING WORK SHALL BE PER LATEST ADOPTED BUILDING CODES AND AS AUTHORIZED BY BUILDING INSPECTOR PRIOR TO CONSTRUCTION. ALL COMPLETED WORK MUST BE APPROVED BY BUILDING DEPARTMENT.

UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE DEPICTION OF EXISTING UTILITIES ON THESE PLANS DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION, NOR THE EXISTENCE OR NOT-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURES WITHIN THE LIMITS OF THE PROJECT. THE CONTRACTOR BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THEREFORE ASSUMES LIABILITY AND AGREES TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGE RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED THAT WERE NOT INDICATED ON THE PUBLIC RECORDS EXAMINED. IF UNDERGROUND STRUCTURES ARE FOUND TO BE 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.

CITY OF PERRIS, CALIFORNIA

CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS P8-1333 PHASE 2 (CIP #F055)

CITY OF

PERRIS

LAKE PERRIS

PROJECT

LOCATION

NUEVO RD

CONSULTANTS, INC

VICINITY MAP

NOT TO SCALE

SURVEYOR

349 GRACE STREET

OCEANSIDE, CA 92054

PHONE: (760) 913-7574

BENCHMARK:

PLUMB LINE SURVEYING, INC.

BASIS OF BEARINGS:

BASIS OF BEARINGS FOR THIS PROJECT IS

THE BENCHMARK USED IS PER NGS DATASHEET

DESCRIPTION:

ASSESSOR'S PARCELS NO. 311-120-026, -027.

THE CONSTRUCTION CONTRACTOR AGREES THAT IN

ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION

REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY

SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO BE

LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION

HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY

LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE

CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND

AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH

THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING

PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE

CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF

ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT

FOR JOB SITE CONDITIONS DURING THE COURSE OF

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE

CITY OF PERRIS , COUNTY OF RIVERSIDE. LOT 1 OF MAP 4468.

THE CENTERLINE OF D STREET BEING N

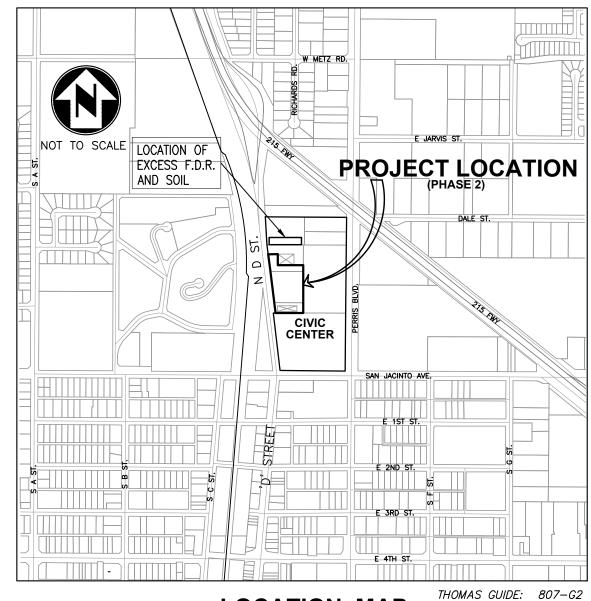
06°39'59" W, PER PM 243/69-70

"PID DX2086", DESIGNATION "600 33"

PRIVATE ENGINEERING NOTE:

ELEVATION (NAVD 88) = 1414.9

P8-1333 CIVIC CENTER



LOCATION MAP NOT TO SCALE

ABBREVIATIONS: ACRYLONITRILE BUTADIENE STYRENE NORTH NORTH BOUND NATURAL GROUND ASPHALT CONCRETE
AMERICANS WITH DISABILITIES ACT NOT TO SCALE ON CENTER AMERICAN PUBLIC WORKS ASSOCIATION ASPHALT RUBBER HOT MIX
AMERICAN SOCIETY FOR TESTING & MATERIALS BEGIN CURVE BEGIN CURVE RETURN BACK FLOW OVERHEAD ELECTRICAL PAVEMENT PULL BOX
PORTLAND CEMENT CONCRETE TTOM OF WALL INDICATOR VALVE BACK OF WALL CABLE TV CATCH BASIN PIV PKWY PP PARKWAY POWER POLE PROPOSED POINT CALIFORNIA GREEN BUILDING CODE CAST IRON PIPE CONTROL JOINT POLYVINYL CHLORIDE/PT. VERT. CURVE RADIUS/RIDGE
REINFORCED CONCRETE PIPE
RETROREFLECTIVE DELINEATOR CHAIN LINK FENCE
CEMENT-MORTAR LINED & COATED
CORRUGATED METAL PIPE
CONCRETE MASONRY UNIT
CLEANOUT
CONCRETE RETAINING
REDUCED PRESSURE BACKFLOW PREVENTER
ROCK SLOPE PROTECTION RECLAIMED WATER LINE SEWER / SOUTH SOUTH BOUND CHLORINATED POLYVINYL CHLORIDE CURB AND GUTTER
DOUBLE CHECK DETECTOR ASSEMBLY
DECOMPOSED GRANITE SCHEDULE
STORM DRAIN
STANDARD DIMENSION RATIO
SQUARE FEET
STREET SIDEWALK TANGENT TOP OF XPANSION JOINT LECTRICAL METAL TUBING TELEPHONE EXISTING
EDGE OF PAVEMENT
FIRE DEPARTMENT CONNECTION FULL RECLAMATION DEPTH FINISH FLOOR THERMOPLASTIC HEAT & WATER RESISTANT
TELEPHONE MANHOLE
TOE OF SLOPE
TOP OF GRATE FIRE HYDRANT FLOW LINE FIBER OPTIC FINISH SURFACE TOP OF PIPE TOP OF PAVEMENT TOP OF RAIL TRANSFORMER TRANS TELEVISION TOP OF WALL TYPICAL UNDERGROUND UNLESS NOTED OTHERWISE UNDERGROUND SERVICE ALERT UTILITY VAULT IRRIGATION CONTROL BOX IRRIGATION VALVE VALVE VARIABLE WATER / MAXIMUN MEDIUM-DENSITY POLYETHYLENE

UTILITY SERVICE AGENCIES: SOUTHERN CALIFORNIA EDISON **TELEPHONE:** FRONTIER COMMUNICATIONS CITY OF PERRIS WATER DISTRICT SOUTHERN CALIFORNIA GAS COMPANY CITY OF PERRIS SEWER DISTRICT CABLE / INTERNET: SPECTRUM CHARTER

GRADING NOTES

- 1. ALL GRADING SHALL CONFORM TO THE UNIFORM BUILDING CODE APPENDIX CHAP. 33 AS AMENDED BY ORDINANCE 457.
- . ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
- ALL WORK UNDER THIS GRADING PERMIT SHALL BE LIMITED TO WORK WITHIN THE PROPERTY LINES. ALL WORK WITHIN THE ROAD RIGHT-OF-WAY WILL REQUIRE SEPARATE PLANS AND A SEPARATE REVIEW/APPROVAL (PERMIT) FROM THE ENGINEERING DEPARTMENT.
- 4. ALL GRADING MORE THAN 5000 CY SHALL BE DONE UNDER THE SUPERVISION OF A SOILS ENGINEER.
- 5. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, TWO DAYS BEFORE DIGGING AT 1-800-227-2600.
- 6. MAXIMUM CUT AND FILL SLOPE = 2:1.
- 7. NO FILL SHALL BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL AND OTHER DELETERIOUS MATERIAL. FILLS SHOULD BE PLACED IN THIN LIFTS (8-INCH MAX OR AS RECOMMENDED IN SOILS REPORT), COMPACTED AND TESTED AS GRADING PROCESS UNTIL FINAL GRADES ARE ATTAINED. ALL FILLS ON SLOPES STEEPER THAN 5 TO 1 (H/V) AND A HEIGHT GREATER THAN 5 FEET SHALL BE KEYED AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. THE BENCH UNDER THE TOE MUST
- 9. THE SLOPE STABILITY FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT, OR SLOPES STEEPER THAN 2:1 HAVE BEEN VERIFIED WITH FACTOR OF SAFETY OF AT LEAST 1.5.
- 10. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL WITH A MAXIMUM DIMENSION GREATER THAN 12 INCHES SHALL BE BURIED OR PLACED IN FILLS CLOSER THAN 10 FEET TO THE FINISHED GRADE.
- 11. NO OBSTRUCTION OF NATURAL WATER COURSES SHALL BE PERMITTED.
- 12. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMP'S) SHALL BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
- 13. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS
- 14. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
- 15. FINISH GRADE SHALL BE SLOPED AWAY FROM ALL EXTERIOR WALLS AT NOT LESS THAN ½" PER FOOT FOR A MINIMUM OF 3'.
- 16. THE CONTRACTOR SHALL PROPERLY MAINTAIN AND CLEAN EXISTING STREETS. SPECIALLY AT THE END OF EACH DAY.
- 17. HAULING ROUTE SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL PRIOR TO START THE IMPORTATION/EXPORTATION
- 18. CONSTRUCTION ACTIVITIES SHALL BE LIMITED FROM 7:00 AM TO 6:00 PM CONTRACTOR SHALL SUBMIT WORK REQUEST 24 HOURS IN ADVANCE TO THE CITY ENGINEER FOR REVIEW AND APPROVAL ON ANY ON ANY SCHEDULED WORKS ON WEEKENDS AND HOLIDAYS. OVERTIME INSPECTIONS SHALL BE AT THE CONTRACTORS EXPENSE.

APPROXIMATE EARTHWORK QUANTITIES

CUT: 441 C.Y. FILL: 361 C.Y.

EXCESS SOIL TO BE HAULED TO SITE AS SHOWN ON LOCATION MAP ABOVE LEFT.

THE ABOVE QUANTITIES DO NOT INCLUDE SHRINKAGE, SUBSIDENCE, AND SURFACE LOSS FACTORS AS STATED IN THE PRELIMINARY SOILS REPORT. THE QUANTITIES INDICATED ARE APPROXIMATE AND ARE TO BE USED FOR GENERAL REFERENCE ONLY.

APPROXIMATE FDR QUANTITIES

TOTAL BLENDED MATERIAL: 671 C.Y. TOTAL PLACED: 502 C.Y. TOTAL EXCESS: 169 C.Y.

EXCESS FDR TO BE PLACED FOR TEMPORARY PARKING AREA AS SHOWN ON LOCATION MAP ABOVE LEFT.

SOILS REPORT BY:

LOR GEOTECHNICAL GROUP, INC. DATED: OCTOBER 25, 2022 PROJECT NO. 63862.1

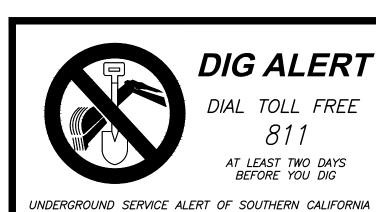
A COPY OF REPORT IS INCLUDED IN APPENDIX B OF THE SPECIFICATIONS

SHEET INDEX	
DESCRIPTION	SHEET#
TITLE SHEET	C1
EROSION CONTROL NOTES	C2
DEMOLITION PLAN	C3
LAYOUT PLAN	C4
STRIPING PLAN	C5
PRECISE GRADING AND DRAINAGE	C6
PRECISE GRADING AND DRAINAGE	C7
CONSTRUCTIONS DETAILS	C8
CONSTRUCTIONS DETAILS	C9
SITE ELECTRICAL	E1
DETAILS	E2
IRRIGATION PLAN	L1
PLANTING PLAN	L2
IRRIGATION DETAILS	L3
PLANTING DETAILS	L4
SPECIFICATIONS	L5 - L7

CONFLICTING CONSTRUCTION DESIGN:

F THERE ARE CONFLICTING LOCATION, QUANTITIES OR SPECIFICATIONS OF CONCRETE WORK (CURB, GUTTERS, SW, ETC.) LOCATIONS, THE CIVIL PLANS PREVAILS OVER THE LANDSCAPE AND ELECTRICAL PLANS.

NOT FOR CONSTRUCTION

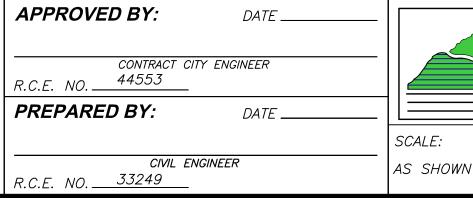


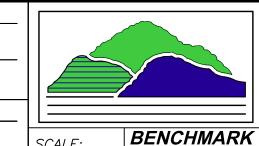
DIAL TOLL FREE AT LEAST TWO DAYS DATE | BY | MARK APPR. DATE CITYENGINEER REVISIONS DESIGNED BY: O.D.O DRAWN BY: O.D.O. CHECKED BY: G.L.

DESIGN PROFESSIONAL.

T.4.S., R.3.W.







INC. CITY ENGINEER

SEE SHEET 1

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

CITY OF PERRIS **CIVIC CENTER CIRCULATION**

CITY OF PERRIS

& PARKING IMPROVEMENTS

TITLE SHEET

FILE NO. Civic Cente PH2-20221123 P8-1333

OF 9 SHEETS

ENGINEER'S NOTICE TO CONTRACTORS

- THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PLANS, THE SOILS REPORT, AND THE SITE CONDITIONS PRIOR TO COMMENCING WORK.
- NEITHER THE OWNER, NOR THE ENGINEER OF WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS.
- CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER 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 THE OWNER OR THE ENGINEER.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL SLOPES, STREETS, UTILITIES, AND STORM DRAINS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY QUESTION REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE ENGINEER OF WORK AT (951) 943-6504. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, HAY BALES, TEMPORARY DESILTING BASINS, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY, OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
- EXCEPT AS NOTED HEREON ALL UTILITY SERVICES WITHIN THIS DEVELOPMENT ARE UNDERGROUND INSTALLATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO STARTING WORK NEAR THEIR FACILITIES, AND SHALL COORDINATE HIS WORK WITH COMPANY REPRESENTATIVES. FOR UTILITY MARK-DUT SERVICE, CALL 811.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS OF SAID UTILITY INFORMATION. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND STANDARDS AT THE EXPENSE OF THE CONTRACTOR.
- LOCATION AND ELEVATION OF EXISTING IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- WHERE TRENCHES ARE WITHIN 10 FEET OF FUTURE BUILDING SITES, SOILS REPORTS SHALL BE SUBMITTED TO THE ENGINEER OF WORK BY A QUALIFIED SOILS ENGINEER WHICH CERTIFY THAT TRENCH BACKFILL WAS COMPACTED AS DIRECTED BY THE SOILS ENGINEER IN ACCORDANCE WITH THE ON-SITE EARTHWORK SPECIFICATIONS.
- 10. ANY WORK DONE WITHOUT INSPECTION OR MATERIALS TESTING IS SUBJECT TO REMOVAL OR CORRECTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY DAMAGE TO THE EXISTING IMPROVEMENTS AND REPLACEMENT TO THE SATISFACTION OF THE FIELD ENGINEER.
- PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL JOIN CONDITIONS FOR GRADING, DRAINAGE AND UNDERGROUND FACILITIES, INCLUDING LOCATION AND ELEVATION OF EXISTING UNDERGROUND FACILITIES AT CROSSINGS WITH PROPOSED UNDERGROUND FACILITIES. IF CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND SHALL NOT BEGIN CONSTRUCTION UNTIL THE CHANGED CONDITIONS HAVE BEEN EVALUATED.
- SHOULD CONFLICTING INFORMATION BE FOUND ON THE PLANS OR IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE PROJECT DESIGNER BEFORE PROCEEDING WITH THE WORK IN QUESTION.

SITE DEVELOPMENT (Area Disturbed=1.48 AC)

- 1. Storm water pollution prevention. For projects which disturb less than one acre of land and are not part of a larger common plan of development or sale shall prevent the pollution of storm water runoff from the construction activities through one or more of the following measures (Section 5.106.1):
- 2. Best management practices (BMP's). Implement an effective combination of erosion and sediment control and good housekeeping BMP's. CGC section 5.106.1.2.
- 3. Light pollution reduction. Exterior light pollution must comply with CGC section 5.106.8.
- 4. Grading and paving. The site grading or a drainage system will manage all surface water flows to keep water from entering buildings. CGC Section 5.106.10.
- **5. Moisture control**. Landscape irrigation systems shall be designed to prevent spray on structures. Exterior entries subject to foot traffic or wind-driven rain shall be designed to prevent water intrusion into the building. CGC Section 5.407.2.2.1.
- 6. Waste management. The contractor must submit to the Engineering Department or other Agency that regulates construction waste management a Waste Management Plan that outlines the items listed in CGC Section 5.408.1.1.
- 7. Recycling. That a minimum of 65% of construction waste is to be recycled and/or salvaged. CGC 5.408.1. Documentation shall be provided to the enforcing agency which demonstrates compliance. CGC Section 5.408.1.4.
- **8.** Waste reduction. That 100% of trees, stumps, rocks, and associated vegetation and soils primarily from the construction will be reused or recycled. CGC 5.408.3.
- **9. Final inspection.** The licensed contractor, architect or engineer in responsible charge of the overall construction must provide to the building department official written verification that all applicable provisions from the Green Building Standards Code have been implemented as part of the construction. CGC 102.3.

EROSION CONTROL NOTES BMP'S NOTES:

ALL CONTRACTOR ACTIVITY BMP's SHALL BE IMPLEMENTED ACCORDING TO THE SPECIFICATIONS IN CHAPTER 4 OF THE CALIFORNIA BMP HANDBOOK FOR CONSTRUCTION ACTIVITY OR EQUIVALENT. AT A MINIMUM, THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING CONTRACTOR ACTIVITY BMP's:

- A. PROVIDE EMPLOYEE/SUBCONTRACTOR TRAINING IN CONSTRUCTION BMP's: OBTAIN APPROPRIATE CONSTRUCTION BEST MANAGEMENT PRACTICE FACT SHEETS FROM THE "CALIFORNIA STORM WATER BMP HANDBOOK FOR CONSTRUCTION" OR EQUIVALENT AND PROVIDE COPIES AND TRAINING ON THESE BMP'S TO EMPLOYEES AND SUBCONTRACTORS PRIOR TO THE BEGINNING OF WORK.
- B. LIQUID AND SOLID WASTE MANAGEMENT: PROVIDE A SUFFICIENT NUMBER OF DESIGNATED WASTE COLLECTION AREAS, PHYSICALLY SEPARATED FROM POTENTIAL STORM WAR RUN-OFF, WITH LIDDED CONTAINERS. ARRANGE FOR THEIR REGULAR REMOVAL AND DISPOSAL IN ACCORDANCTEE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. CLEAR SITE OF TRASH, INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
- C. CHEMICAL AND MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED CHEMICALS STORAGE AREA, LOCATED NEAR THE CONSTRUCTION ENTRANCES, AWAY FROM DRAINAGE COURSES, WHICH HAS A TEMPORARY SECONDARY SPILL CONTAINMENT SYSTEM. STORE ALL CHEMICALS IN SEALED AND LABELED CONTAINERS. PROVIDE A SPILL CLEANUP KIT AND TARPS FOR COVERING STOCKPILED MATERIALS WHEN RAIN IS PREDICTED. RELOCATE CHEMICAL STORAGE AREA INTO A TRAILER OR BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY FOR LEAKS AND SPILLS.
- CONDUCT CONCRETE WASHOUT OFF-SITE OR PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH OUT THAT IS AT LEAST 50 FEET FROM ANY STORM DRAIN OR DRAINAGE CHANNEL. REQUIRE DISPOSAL OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF, AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
- PAINTING AND DRYWALL WORK: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS BEFORE THEY START WORK, REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEAN UP. DRYWALL EQUIPMENT, PAINTBRUSHES, AND ROLLERS CANNOT BE WASHED INTO THE STREET OR STORM DRAIN SYSTEM.
- F. VEHICLE FUELING, MAINTENANCE AND CLEANING: IF FUELING MUST OCCUR ON-SITE, PROVIDE A DESIGNATED FUELING AREA, LOCATED AWAY FROM DRAINAGE COURSES, WITH SECONDARY SPILL CONTAINMENT. ENSURE THAT THE FUEL TANK AND NOZZLES ARE KEPT INSIDE OF THE CONTAINMENT AREA. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. INSPECT FUELING AREA WEEKLY FOR LEAKS OR SPILLS. PROVIDE DRIP PANS FOR LEAKING EQUIPMENT OR EMERGENCY EQUIPMENT MAINTENANCE. RESTRICT ONSITE MAINTENANCE OF EQUIPMENT TO A MINIMUM. DO NOT ALLOW WASHING OF VEHICLES OR EQUIPMENT INTO THE STREET OR STORM DRAIN SYSTEM.
- G. ASPHALT, SAWCUTTING, CORING, AND GRINDING ACTIVITIES: INFORM EMPLOYEES AND SUBCONTRACTORS TO PROTECT CATCH BASINS WHEN APPLYING ASPHALT SEAL COAT, SLURRY SEAL OR FOG SEAL, AND TO PREVENT SAWCUTTING SLURRIES, CORING OR AC GRINDING WASTES FROM ENTERING THE STORM DRAIN SYSTEM.
- H. BUILDING BLASTING AND CLEANING: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS, BEFORE THEY START A JOB, TO ENSURE THAT BLAST RESIDUE FROM HIGH-PRESSURE WASHING OF BUILDINGS IS NOT ALLOWED TO ENTER THE STORM DRAIN SYSTEM. IF PAINT REMOVAL INVOLVES HAZARDOUS SUBSTANCES SUCH AS LEAD AND MERCURY, THE WASTE MUST BE PREVENTED FROM PERCOLATING INTO THE GROUND AND MUST BE HAULED OFF-SITE AS A HAZARDOUS WASTE.
- CEMENT, GROUT AND MORTAR WORK, AND CLEAN UP: ENSURE THAT EMPLOYEES AND SUBCONTRACTORS PREVENT CEMENT, GROUT AND MORTAR SOLIDS, AND CLEAN UP WATER FROM ENTERING THE STORM DRAIN SYSTEM.
- J. SANITARY AND SEPTIC WASTES: SEWAGE IS PROHIBITED IN THE STORM DRAIN SYSTEM. ENSURE THAT THE SEPTIC TANK SERVICE COMPANY IS INFORMED THAT SEWAGE AND WASTEWATER GENERATED FROM THE DISINFECTION AND WASH DOWN OF SEPTIC TANKS CANNOT BE DISCHARGED TO THE STORM DRAIN SYSTEM.
- K. WATER LINE DISINFECTION, FLUSHING, DEWATERING, AND OTHER NON-STORM WATER DISCHARGES: UNLESS EXEMPTED OR AUTHORIZED BY AN NPDES PERMIT, ALL NON-STORM WATER DISCHARGES REQUIRE PRIOR APPROVAL BY THE CITY OR THE REGIONAL WATER QUALITY CONTROL BOARD. THE DEVELOPER OR CONTRACTOR SHALL NOTIFY THE CITY'S STORM WATER COORDINATOR AT (909) 395-2389 OR (909) 395-2143, OR THE REGIONAL WATER QUALITY CONTROL BOARD AT (909)782-4379, A MINIMUM OF FIVE DAYS PRIOR TO ANY DISCHARGE TO THE STORM DRAIN SYSTEM FOR PLANNED DISCHARGES, OR AS SOON AS POSSIBLE, FOR UNPLANNED DISCHARGES. DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. IF POSSIBLE, ATTEMPT TO CONTAIN ALL WATER LINE FLUSHING WASTES IN A TEMPORARY PIT, ON
- HAZARDOUS WASTE MANAGEMENT: PROVIDE A DESIGNATED HAZARDOUS WASTE STORAGE AREA SUCH AS A TRAILER OR TEMPORARY SECONDARY CONTAINMENT AREA THAT IS PHYSICALLY SEPARATED FROM STORM WATER DRAINAGE CHANNELS. STORE HAZARDOUS WASTE IN SEALED AND LABELED CONTAINERS. PROVIDE A SPILL CLEAN UP KIT AND TARPS FOR COVERING STOCKPILED MATERIALS WHEN RAIN IS PREDICTED. RELOCATE STORAGE AREA INTO TRAILER OR BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY. PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS WASTES TO THE DRAINAGE SYSTEM BY TRAINING EMPLOYEES AND SUBCONTRACTORS ON PROPER

MATERIALS USE, LABELING, STORAGE, CLEAN UP, AND WASTE DISPOSAL.

HAZARDOUS WASTES COMMONLY FOUND ON CONSTRUCTION SITES INCLUDE, BUT ARE NOT LIMITED TO: PVC PIPE GLUES, WOOD STAINS AND PRESERVATIVES, LIME AND CONCRETE CURING COMPOUNDS, BATTERY FLUIDS, WASTE OIL, FUEL, ASBESTOS, OIL BASED AND LEAD BASED PAINTS, SOLVENTS, ASPHALT AND OTHER PETROLEUM BASED PRODUCTS, FERTILIZERS, HERBICIDES AND PESTICIDES, AND SOME SOIL STABILIZATION PRODUCTS.

M. PROHIBITED DISCHARGES: THE FOLLOWING DISCHARGES INTO THE STORM DRAIN SYSTEM ARE PROHIBITED: DISCHARGES THAT COULD HAVE AN IMPACT ON HUMAN HEALTH AND THE ENVIRONMENT, CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; DISCHARGES THAT EXCEED ANY WATER QUALITY STANDARD CONTAINED IN THE STATEWIDE WATER QUALITY CONTROL PLAN OR LOCAL BASIN PLAN; AND DISCHARGES CONTAINING A HAZARDOUS SUBSTANCE EQUAL TO OR IN EXCESS OF A REPORTABLE QUANTITY LISTED IN THE FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.

MATERIALS THAT CAN CAUSE OR CONTRIBUTE TO POLLUTION OR A VIOLATION OF ANY APPLICABLE WATER QUALITY STANDARD INCLUDE, BUT ARE NOT LIMITED TO: SEDIMENTS, CONTAMINATED SOIL, SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES OR HERBICIDES, WOOD PRESERVATIVES OR SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, OR HYDRAULIC, RADIATOR AND BATTERY FLUIDS; FERTILIZERS; VEHICLE/EQUIPMENT WASHWATER OR CONCRETE WASH WATER: CONCRETE. DETERGENT OR FLOATABLE WASTES: WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING: CONTAMINATED GROUNDWATER AND CHLORINATED POTABLE WATER LINE FLUSHING.

EARTHWORK NOTES:

1. IT IS GRADING CONTRACTOR'S RESPONSIBILITY TO REVIEW THE GRADING PLAN THOROUGHLY PRIOR TO SITE MOBILIZATION. IT IS ALSO THE GRADING CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CIVIL AND SOILS ENGINEERS IF ONSITE DISCREPANCIES ARE OBSERVED THAT WOULD AFFECT THE EARTHWORK QUANTITIES.

2. THE EXISTING TOPOGRAPHY AS DELINEATED ON THESE DRAWINGS SHALL BE VERIFIED FOR ACCURACY BY THE CONTRACTOR PRIOR TO MOBILIZATION. SAID TOPOGRAPHY SHALL BE PRESUMED TO BE ACCEPTABLE TO ALL INTERESTED PARTIES UNLESS A DEVIATION IS FOUND PRIOR TO THE START OF GRADING IN ANY SPECIFIC AREAS. ANY DEVIATION SO DETERMINED SHALL BE PROMPTLY TRANSMITTED TO ALL

3. THE CONTRACTOR IS REQUIRED TO ESTIMATE THE QUANTITIES OF GRADING WORK TO BE DONE AND INCLUDE ALL COST THEREFROM IN HIS/HER BID, AS NO ADDITIONAL ALLOWANCE WILL BE MADE WITHOUT PRIOR CONSENT FROM THE OWNER.

4. OVER-EXCAVATION AND/OR EXCESS BACKFILLING OR DUPLICATION OF GRADING ACTIVITIES IS NOT A BASIS FOR ADDITIONAL COMPENSATION. THIS ALSO APPLIES WHERE MATERIAL IS TO BE REMOVED AND REPLACED TO REDUCE MOISTURE CONTENT.

5. OFF-SITE DISPOSAL OF FOOTING UTILITIES PAVING AND LANDSCAPING EXCAVATION MATERIAL IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INCLUDED IN HIS BID. THE CONTRACTOR SHALL HOLD THE OWNER AND ENGINEER HARMLESS AS A RESULT OF ANY CLAIMS ARISING FROM ACTIONS ENROUTE OR AWAY FROM THE SITE.

APPROVED BY:

EROSION AND SEDIMENT CONTROL

- 1. DRAINAGE ACROSS PROPERTY LINES SHALL NOT EXCEED THAT WHICH EXISTED PRIOR TO GRADING. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY. EROSION OF THE GROUND IN THE AREA OF THE DISCHARGE SHALL BE PREVENTED BY INSTALLATION OF NON-EROSIVE DOWN DRAINS OR OTHER
- 2. PROVIDE A PAVED SLOPE INTERCEPTOR DRAIN ALONG THE TOP OF CUT SLOPES WHERE THE DRAINAGE PATH IS GREATER THAN 40 FEET TOWARDS THE CUT SLOPE.
- 3. PROVIDE 5' WIDE BY 1' HIGH BERM ALONG THE TOP OF ALL FILL SLOPES STEEPER THAN 3:1 (HORIZONTAL TO VERTICAL).
- 4. THE GROUND SURFACE IMMEDIATELY ADJACENT TO THE BUILDING FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF LESS THAN ONE VERTICAL UNIT IN 20 UNITS HORIZONTAL (5-PERCENT SLOPE) FOR A MINIMUM DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE FOUNDATION.
- 5. NO OBSTRUCTION OF NATURAL WATER COURSES SHALL BE PERMITTED.
- 6. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMPs) SHALL BE PROVIDED TO PREVENT PONDING WATER AND DRAINAGE TO ADJACENT PROPERTIES
- 7. DUST CONTROL SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
- 8. FUGITIVE DUST CONTROL: CONSTRUCTION SITES SUBJECT TO PM10 FUGITIVE DUST MITIGATION SHALL COMPLY WITH AQMD RULE 403.1
- 9. REGULAR OPERATIONS THAT TEND TO CREATE DUST SHALL BE SUSPENDED DURING WINDY
- 10. ALL EXISTING DRAINAGE COURSES AND STORM DRAIN FACILITIES SHALL CONTINUE TO FUNCTION. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS.
- 11. FOR ALL SLOPES STEEPER THAN 4 TO 1 (H/V): ALL SLOPES EQUAL TO OR GREATER THAN 3' IN VERTICAL HEIGHT ARE REQUIRED TO BE PLANTED WITH AN APPROVED DROUGHT-TOLERANT GROUND COVER AT A MINIMUM SPACING OF 12" ON CENTER OR AS APPROVED BY THE ENGINEER OF RECORD OR THE REGISTERED LANDSCAPE ARCHITECT AND DROUGHT-TOLERANT SHRUBS SPACED AT NO MORE THAN 10' ON CENTER. SLOPES EXCEEDING 15' IN VERTICAL HEIGHT SHALL BE PLANTED WITH APPROVED SHRUBS NOT TO EXCEED 15' IN ADDITION TO THE GRASS OR GROUND COVER. SLOPES THAT REQUIRE PLANTING SHALL BE PROVIDED WITH AN IN-GROUND IRRIGATION SYSTEM EQUIPPED WITH AN APPROPRIATE BACKFLOW DEVICE PER C.P.C. CHAPTER 6. THE SLOPE PLANTING AND IRRIGATION SYSTEM SHALL BE INSTALLED AS SOON AS POSSIBLE UPON COMPLETION OF ROUGH GRADING. ALL PERMANENT SLOPE PLANTING SHALL BE ESTABLISHED AND IN GOOD CONDITION PRIOR TO SCHEDULING PRECISE GRADE INSPECTION.

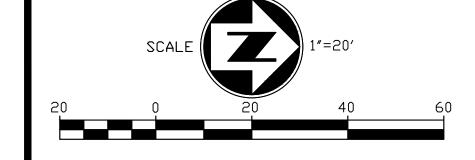
GENERAL PAVING NOTES:

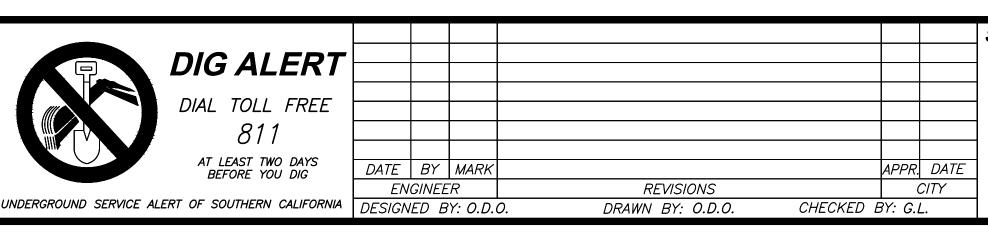
- 1. MINIMUM PARKING LOT GRADE SHALL BE 0.5% (PCC PAVING).
- 2. MINIMUM GRADE FOR CONCRETE RIBBON DRAINS SHALL BE 0.5%
- 3. AN APPROVED SOIL STERILIZER SHALL BE USED ON ALL SUBGRADE SURFACES PRIOR TO PAVING.
- 4. A COMPACTION REPORT BY A SOILS ENGINEER SHALL CERTIFY 95% COMPACTION OF BASE FOR A.C. AND 90% COMPACTION FOR CONCRETE PRIOR TO CALL FOR SECOND INSPECTION AND PLACEMENT OF ASPHALT CONCRETE AND CONCRETE
- 5. THE CONTRACTOR SHALL APPLY TO THE CITY OF PERRIS ENGINEERING DEPARTMENT FOR AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN CITY.
- 6. TWO SPECIAL INSPECTIONS ARE REQUIRED BY THE BUILDING AND SAFETY DEPARTMENT. A) ONE INSPECTION AT THE TIME THE BASE IS PLACED; AND B) THE SECOND WHEN THE ASPHALT OR CONCRETE HAS BEEN PLACED.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA. AND RELOCATION AND COST OF ALL EXISTING UTILITIES. THE CITY SHALL BE INFORMED 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 943-6504.

SEQUENCE OF CONSTRUCTION:

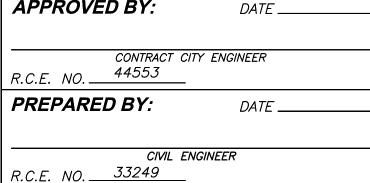
- 1. INSTALL STABILIZED CONSTRUCTION ENTRANCES AND PERIMETER CONTROLS.
- 2. MASS-GRADE SITE INCLUDING BUILDING PAD.
- 3. REVEGETATE PERIMETER SLOPES AND AREAS NOT WITHIN THE CONSTRUCTION AREA.
- 4. INSTALL UNDERGROUND UTILITIES INCLUDING WATER, SEWER, ELECTRICAL, AND STORM DRAIN (IF APPLICABLE).
- 5. PROVIDE INLET BLOCKING OR FILTERING AT EACH INLET PRIOR TO CONNECTION TO PUBLIC SYSTEM.
- 6. INSTALL CURB AND GUTTER
- 7. BEGIN PAVING.
- 8. SAND/GRAVEL BAG ROADS PER DETAILS PROVIDED.
- 9. PROVIDE PERIMETER CONTROLS AROUND PROPERTY, AS NEEDED.
- 10. BEGIN BUILDING AND DRIVEWAY CONSTRUCTION PER CIVIL PLANS.
- 11. BEGIN REMOVING SEDIMENT CONTROLS ALONG THE PERIMETER AND IN THE STREETS AS CONTRIBUTORY AREAS BECOME STABILIZED OR MANAGED THROUGH REVEGETATION.
- 12. BEGIN FINAL LANDSCAPING.
- 13. REMOVE REMAINING TEMPORARY SEDIMENT AND EROSION CONTROLS AS REMAINING AREAS BECOME STABILIZED AND BEGIN THE POST-CONSTRUCTION MAINTENANCE PLAN.
- 14. FILE A NOTICE OF TERMINATION WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) WHEN ALL AREAS HAVE BECOME STABILIZED.

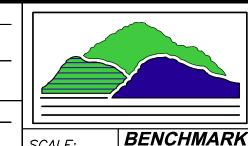
NOT FOR CONSTRUCTION











SCALE:

AS SHOWN



SEE SHEET 1

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

CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS

EROSION CONTROL NOTES

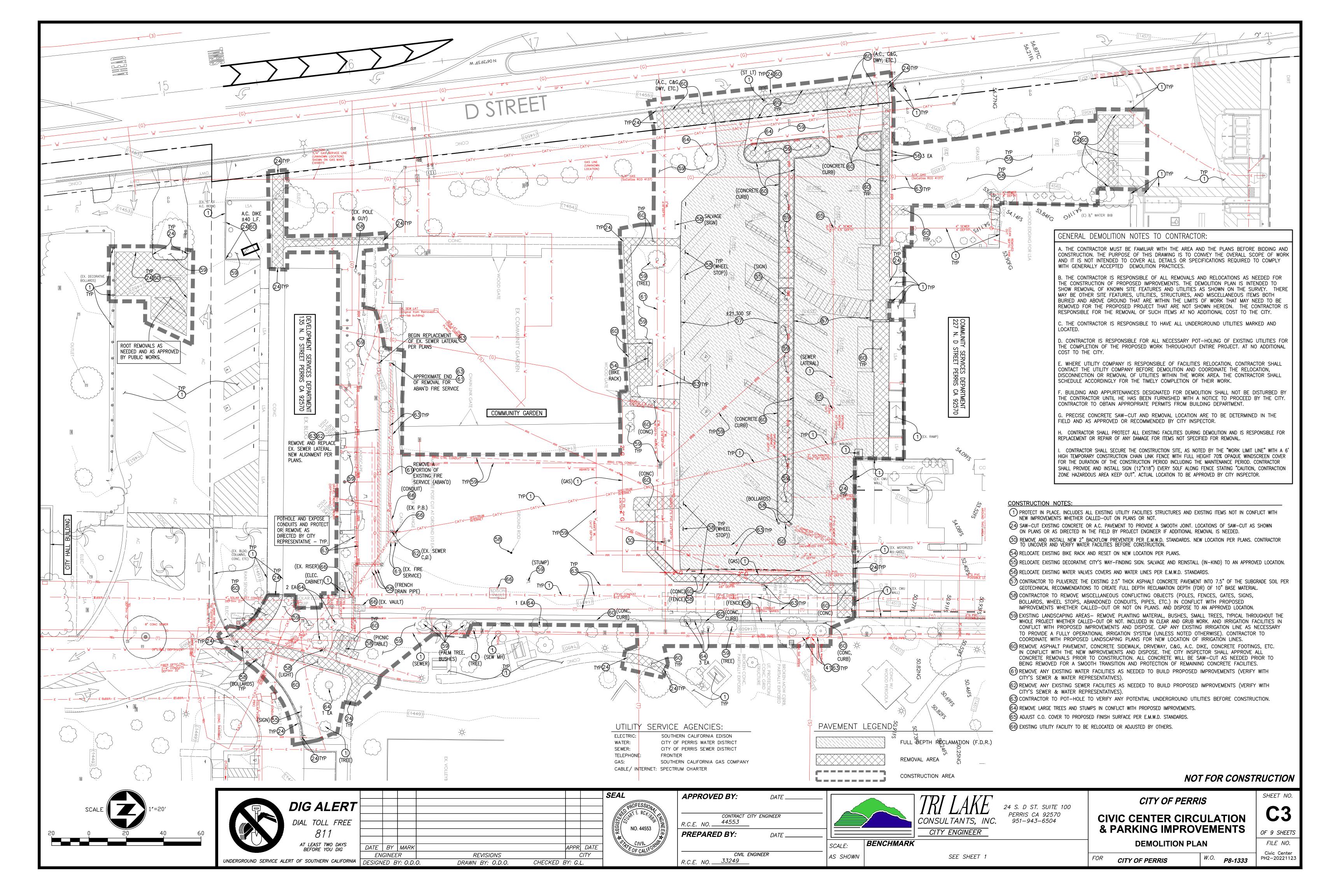
CITY OF PERRIS

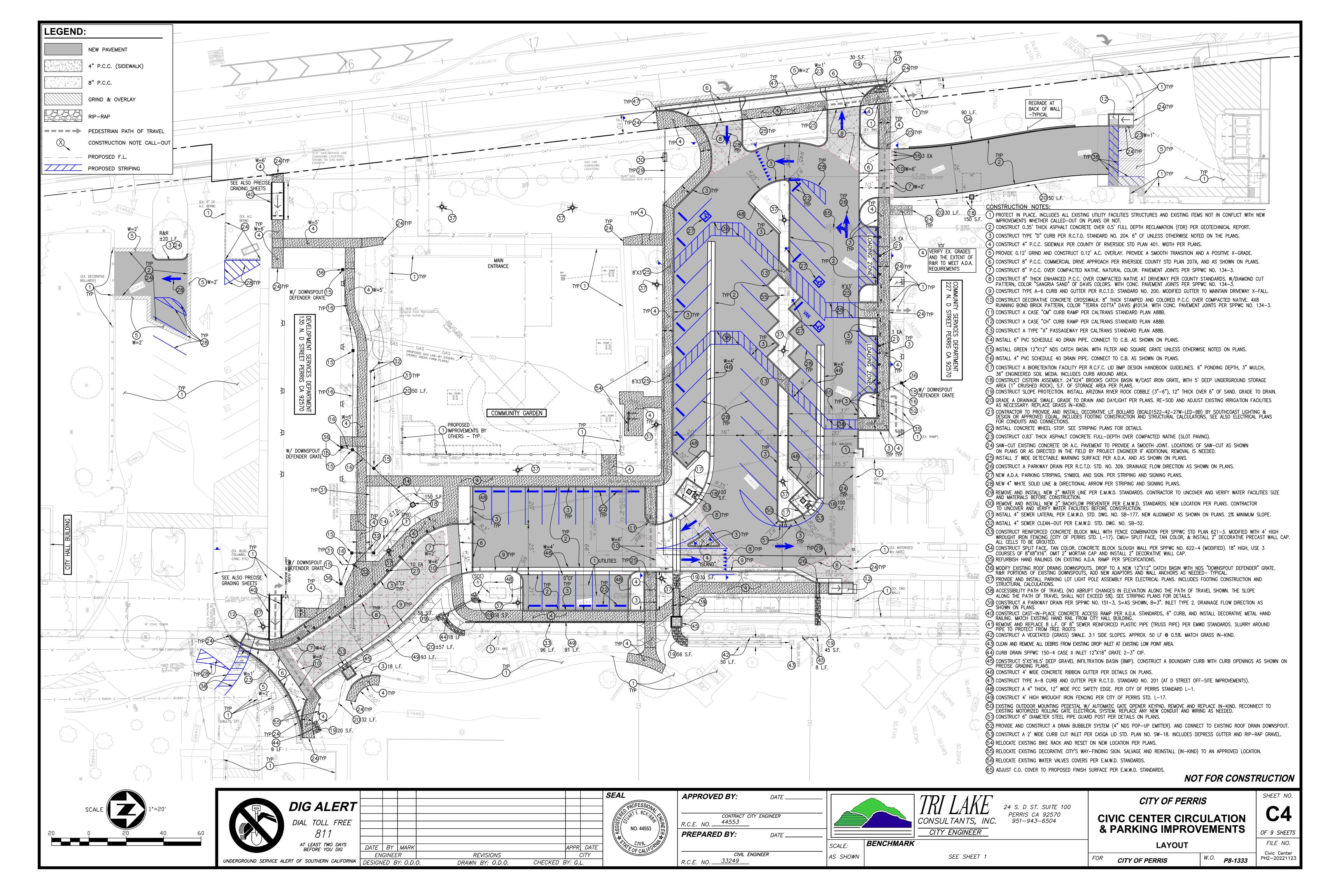
OF 9 SHEETS FILE NO.

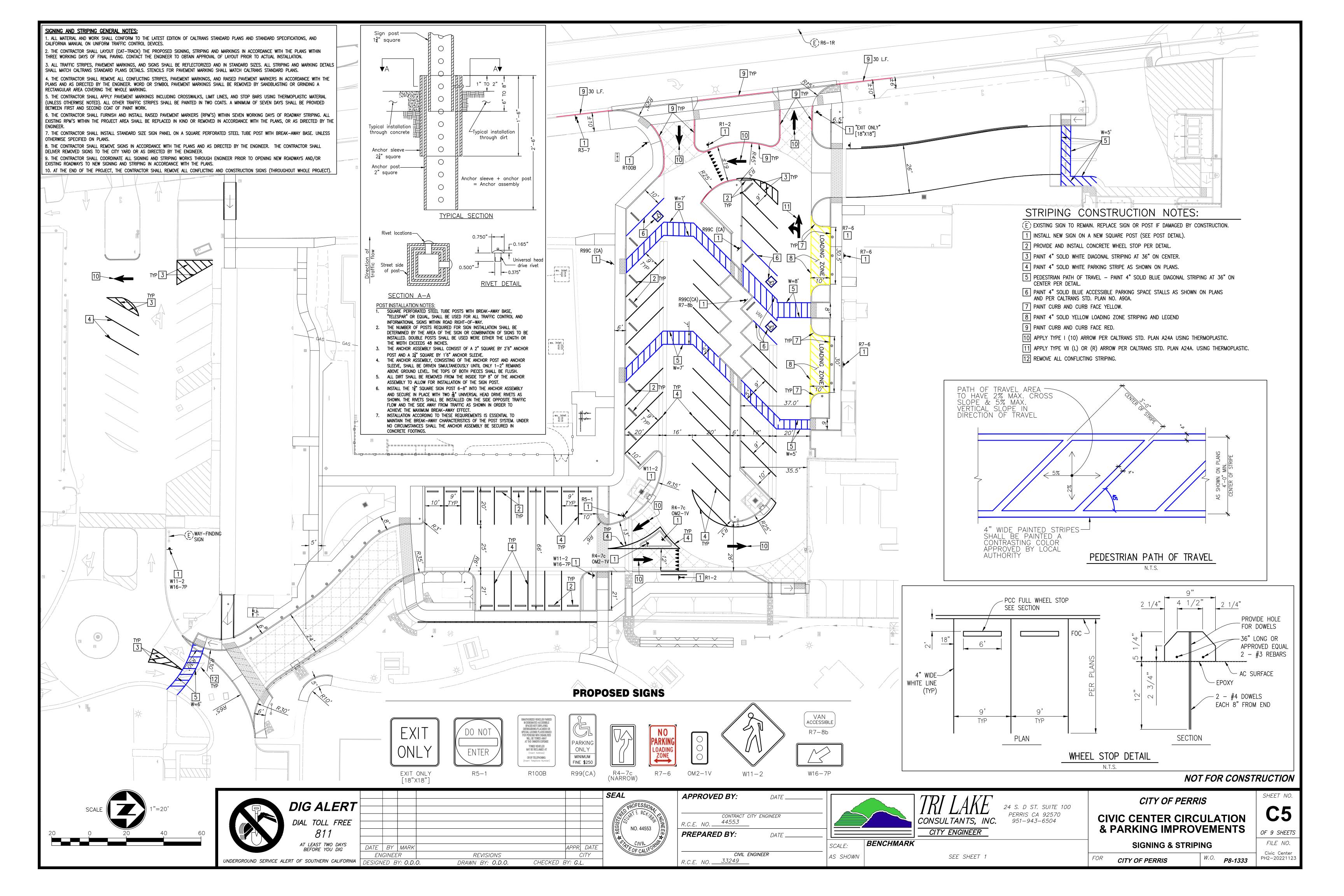
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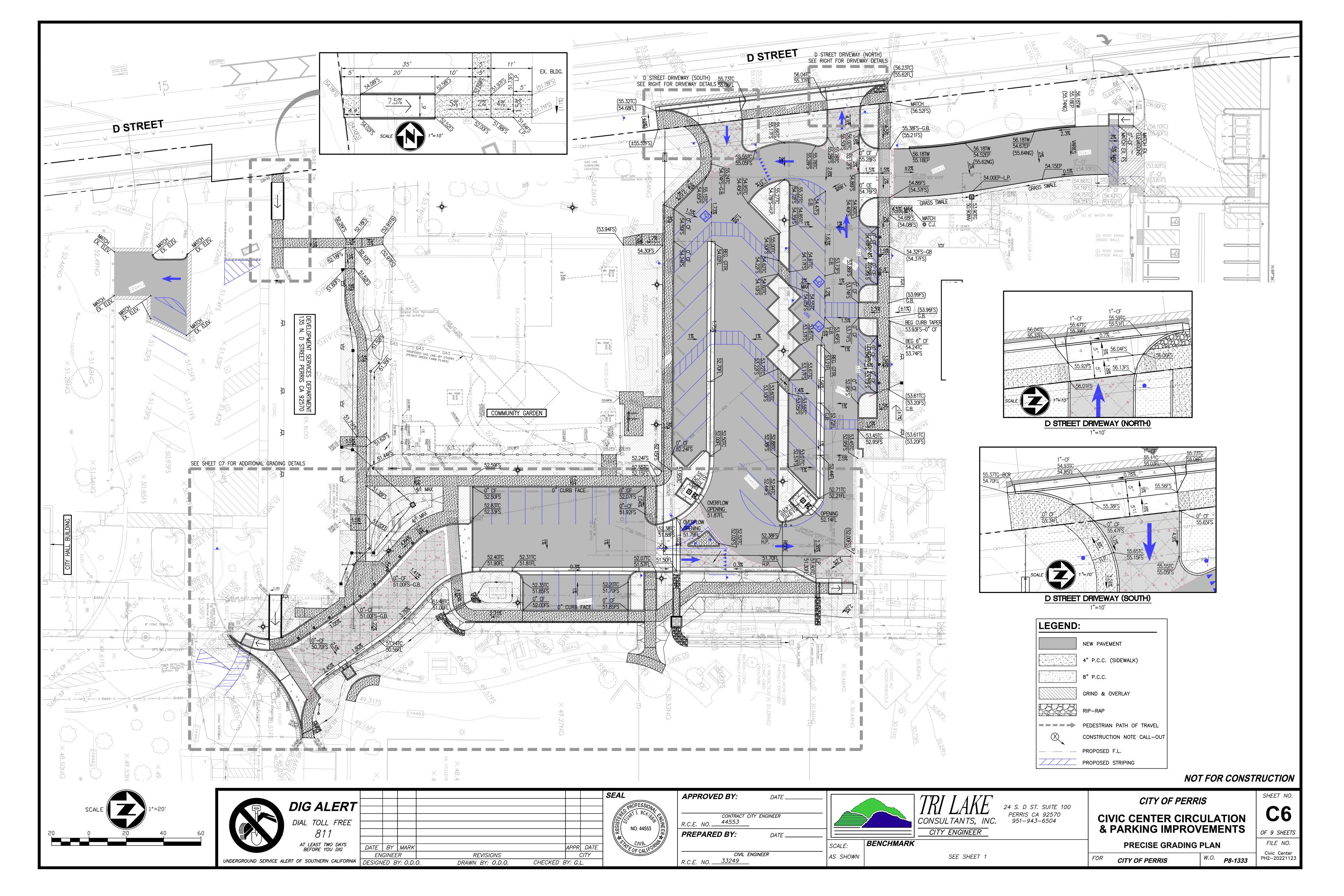
CITY OF PERRIS

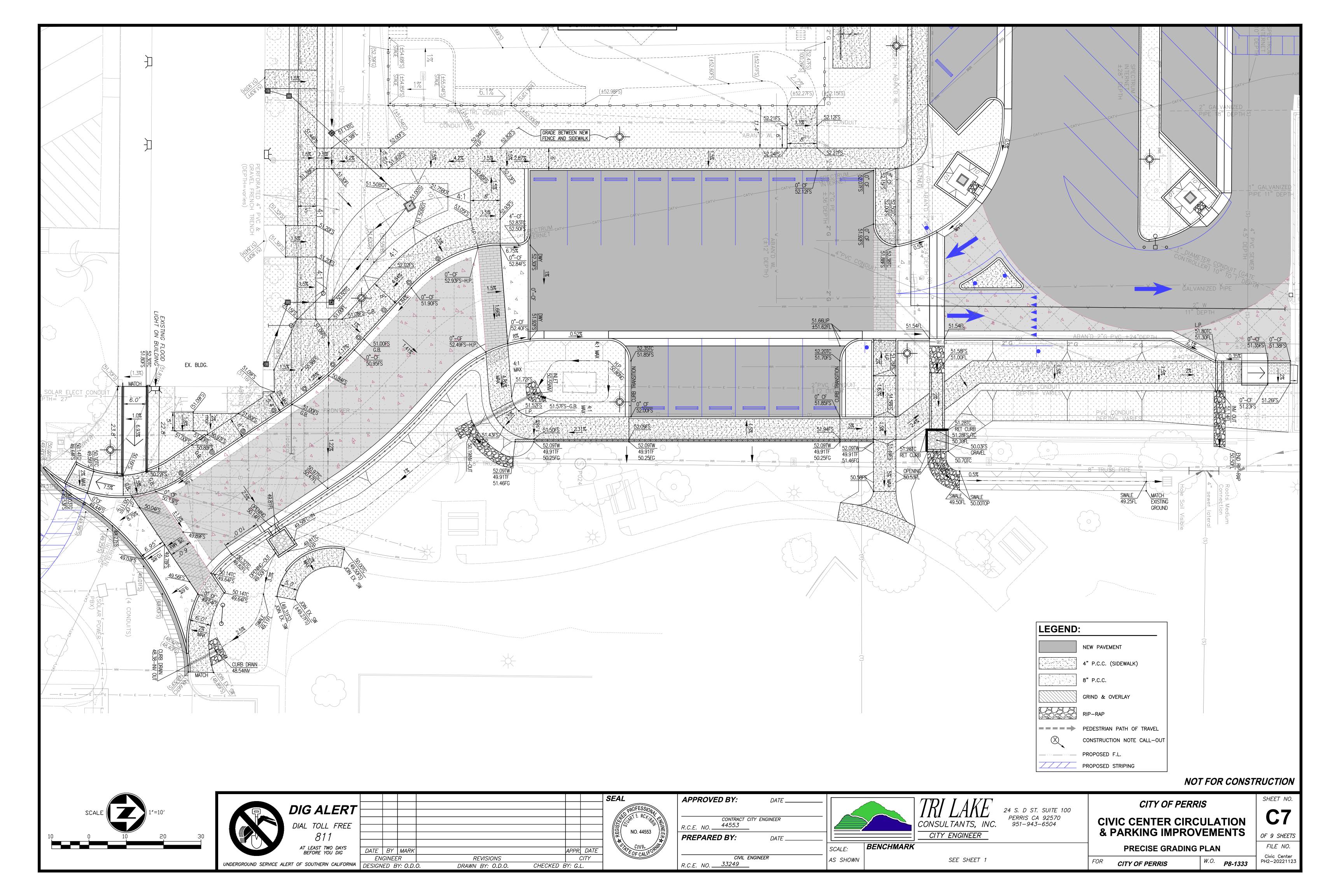
Civic Center PH2-20221123 P8-1333

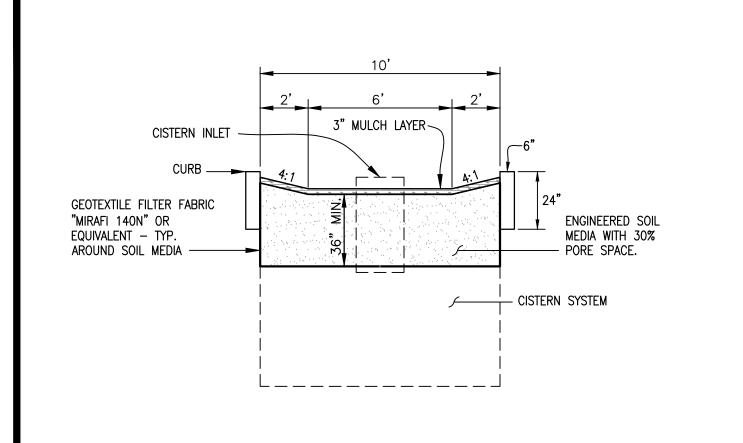






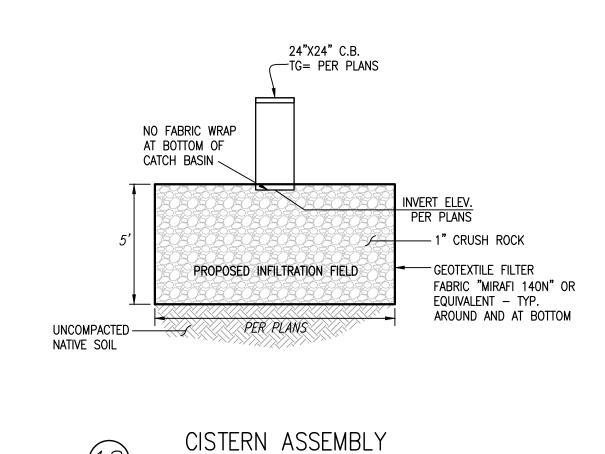




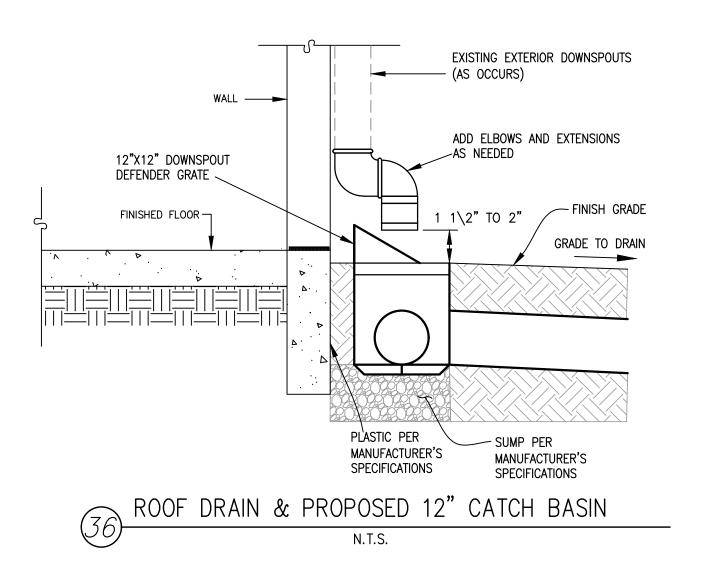


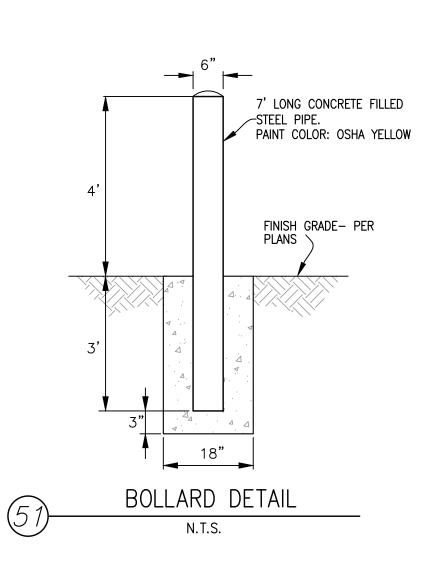
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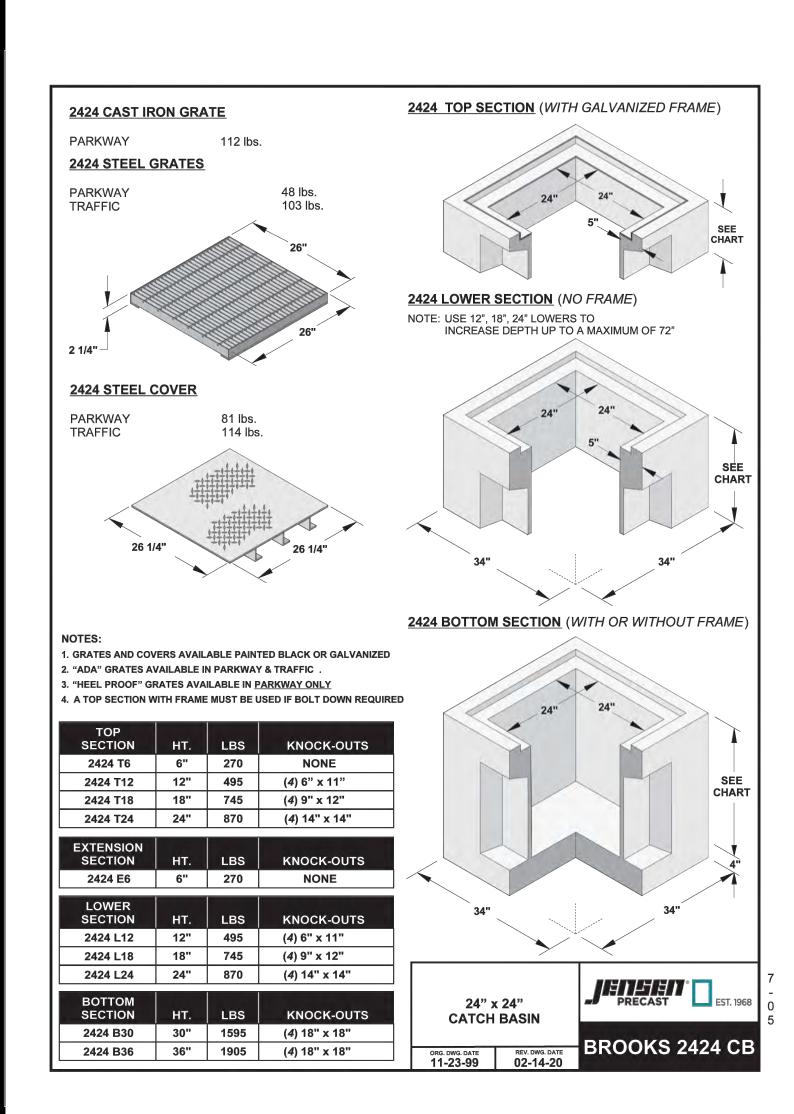
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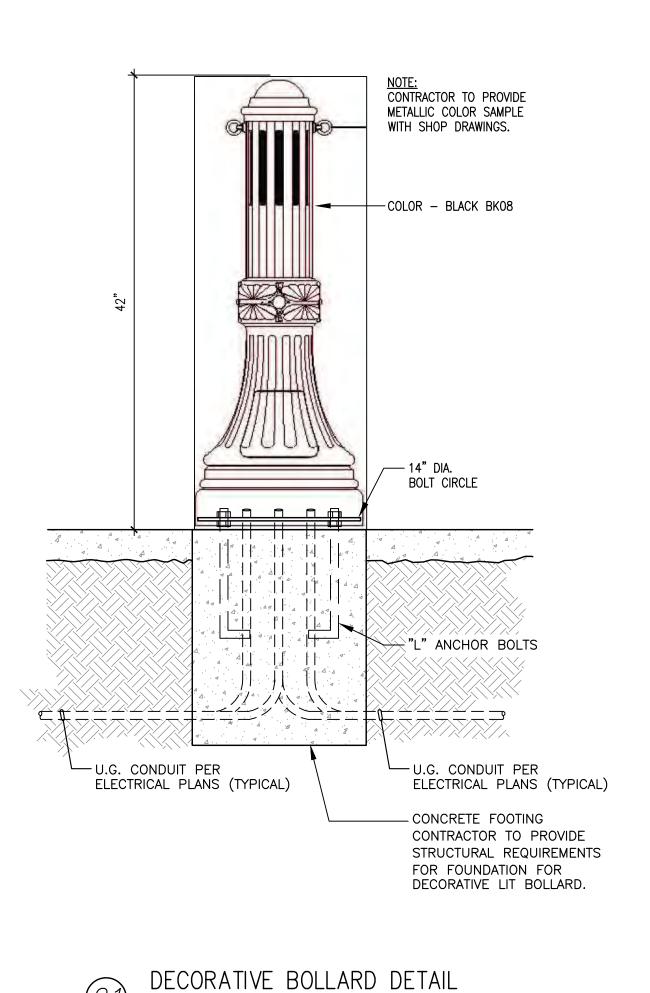


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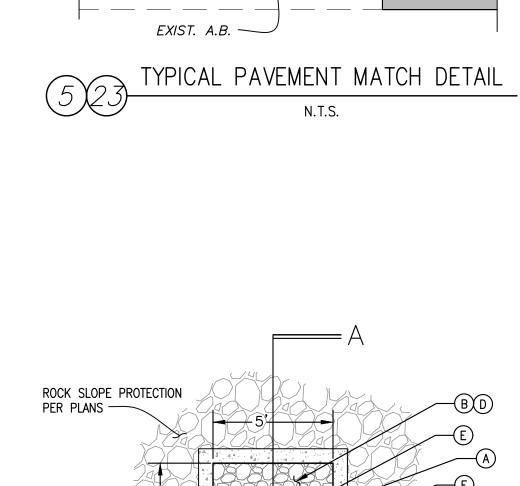








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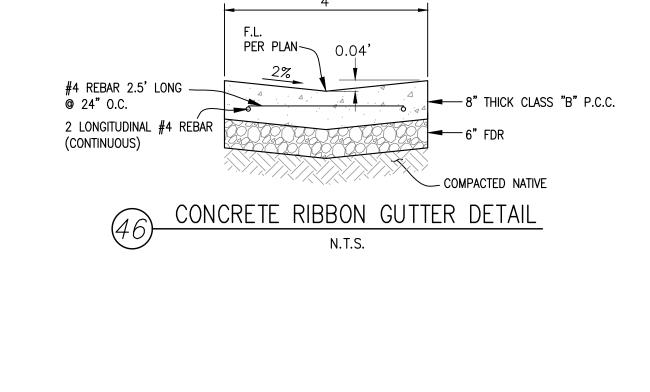
EXIST. A.C.

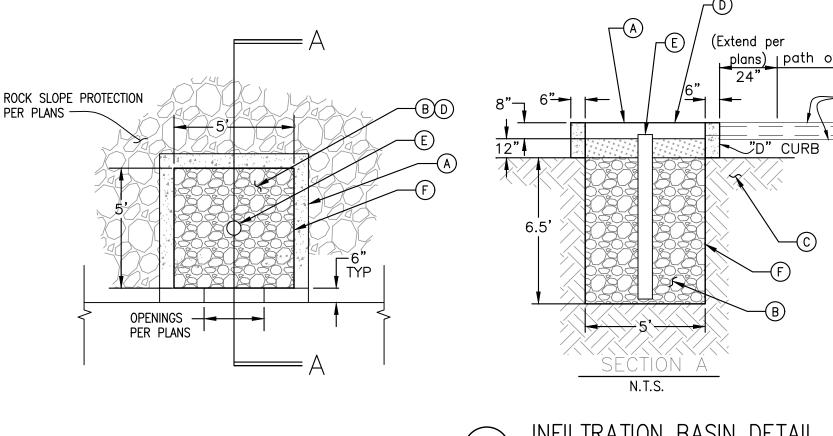
PAVEMENT ~

PER PLANS (2' MIN.)

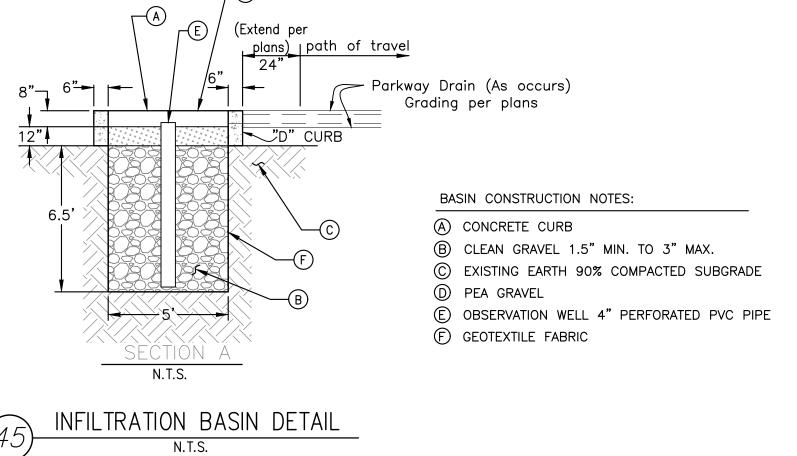
GRIND & OVERLAY TO

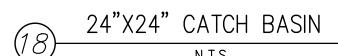
0.12' MIN. DEPTH

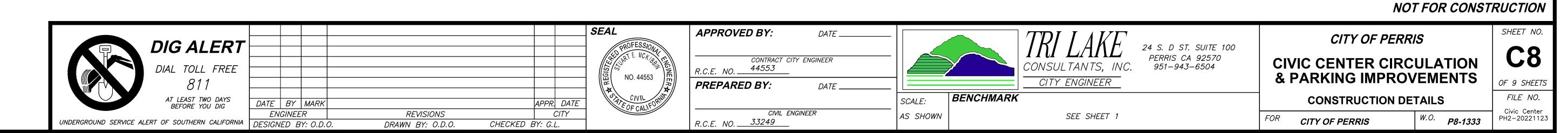


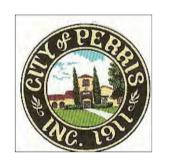


— A.C. FULL DEPTH





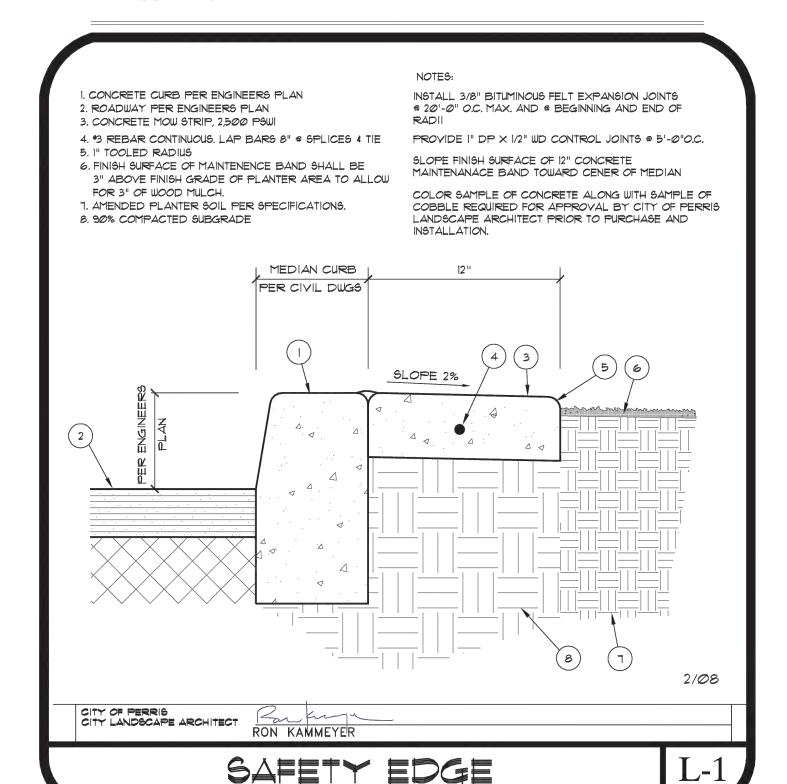




CITY OF PERRIS

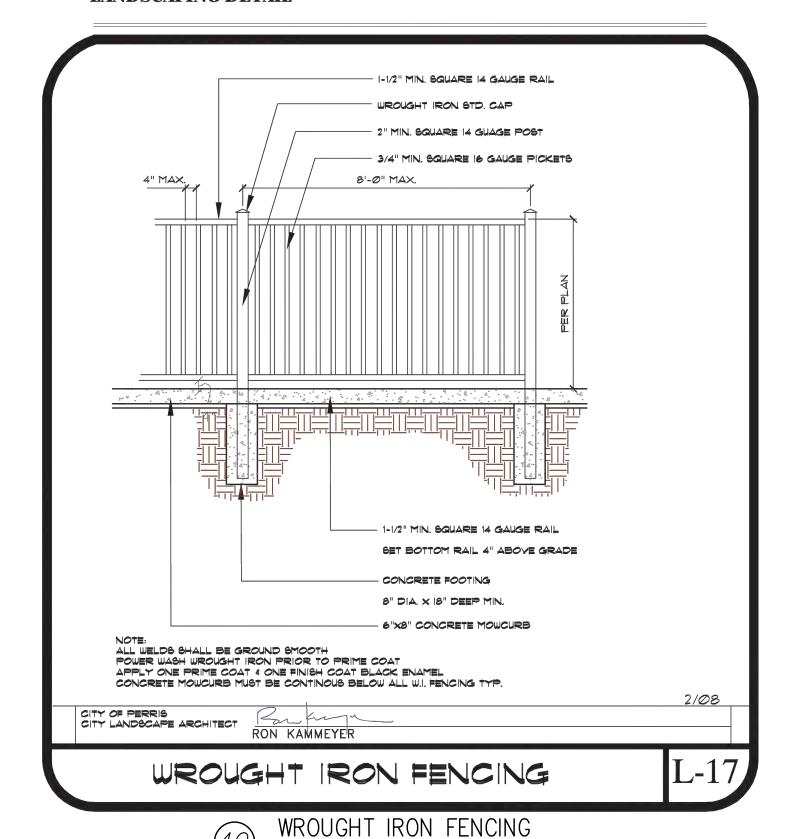
DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION 135 NORTH "D" STREET, PERRIS, CA. 92570-2200 TEL: (951) 943-5003 FAX(951) 943-8379

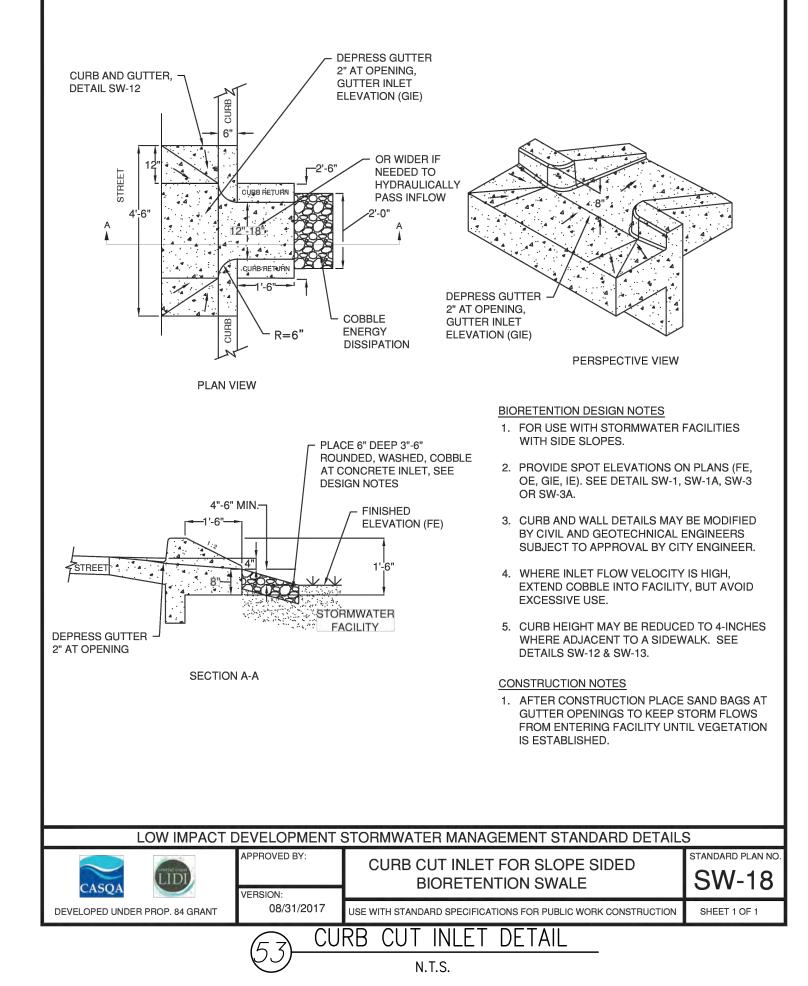
LANDSCAPING DETAIL



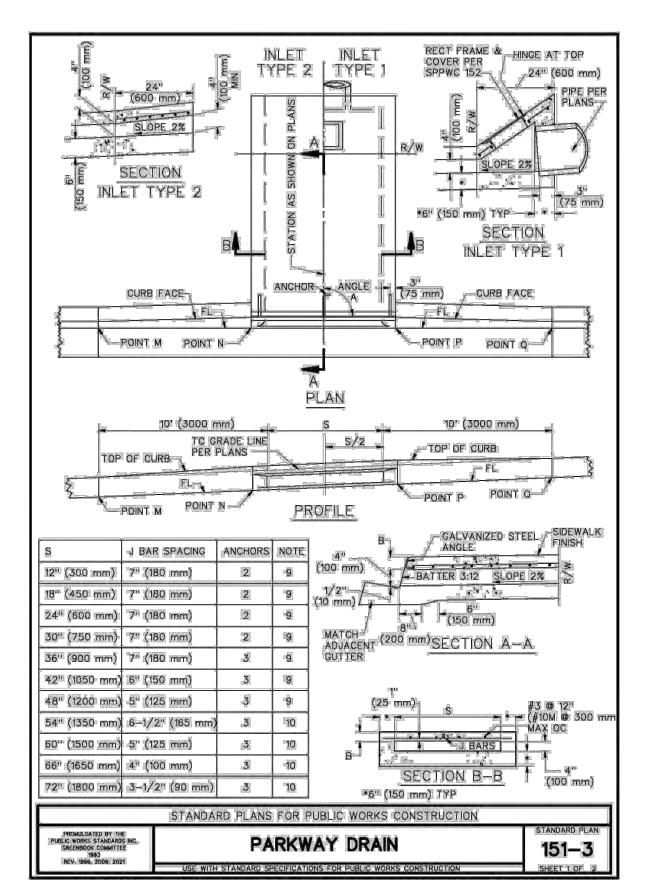


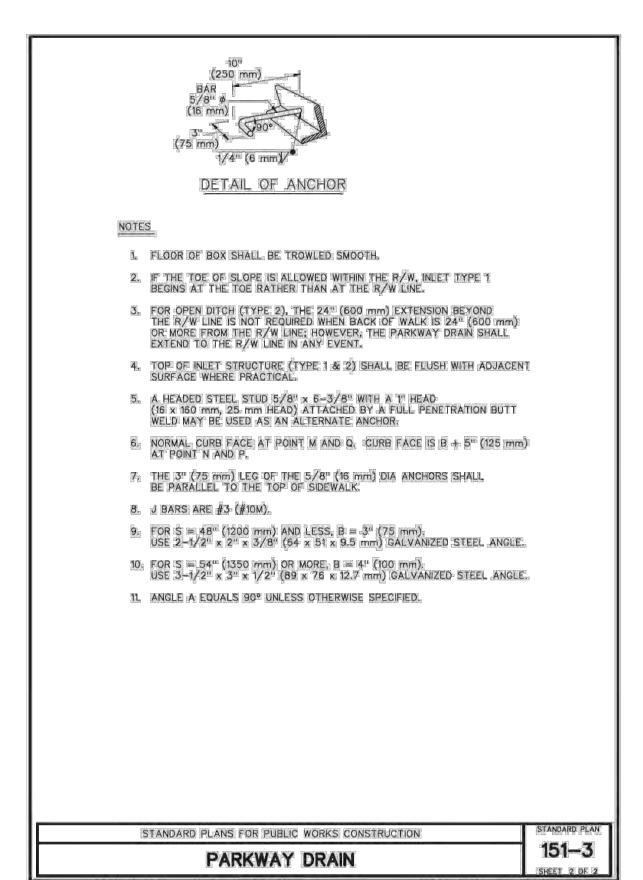
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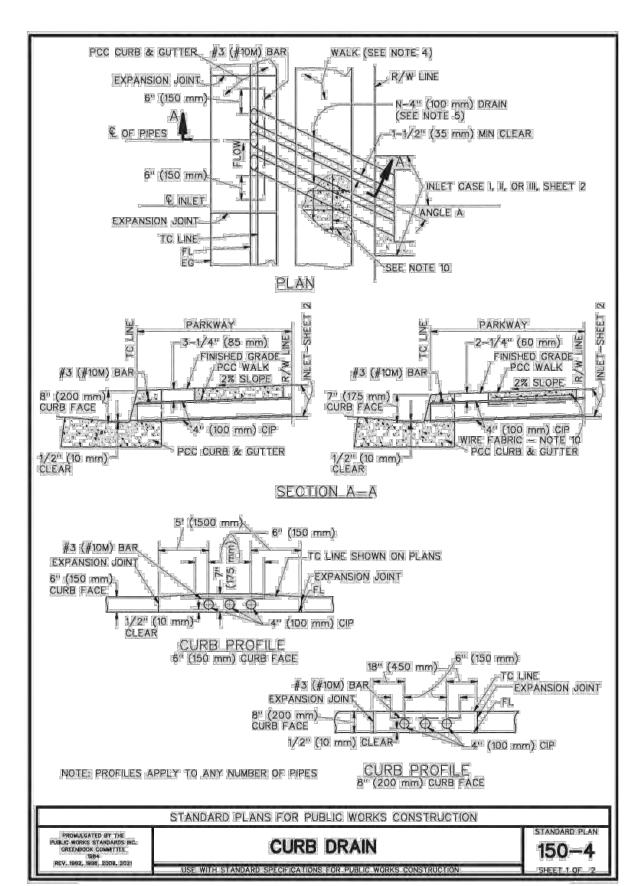


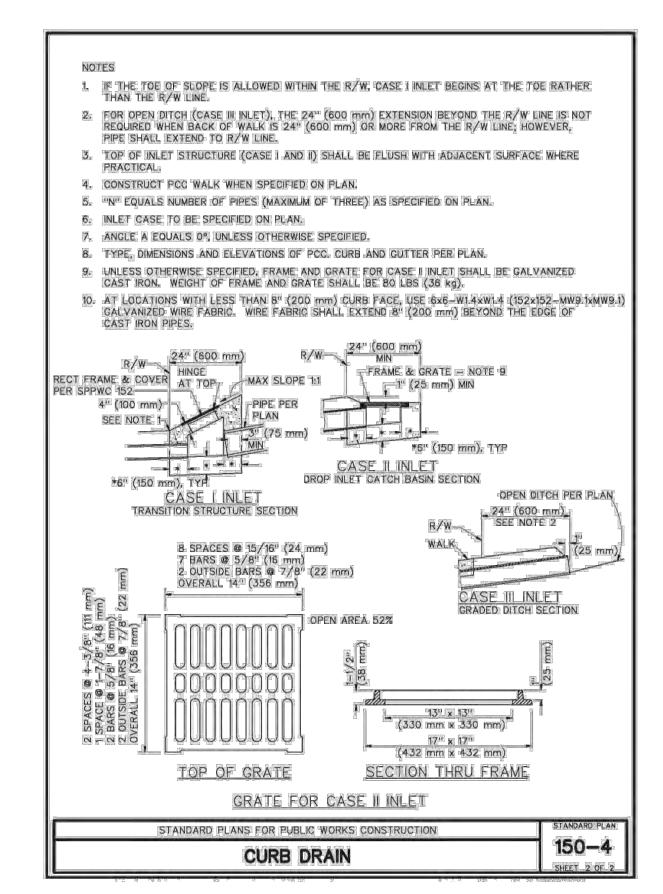










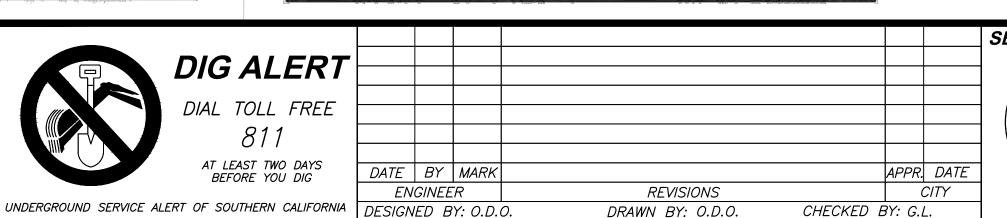




NOT FOR CONSTRUCTION

P8-1333



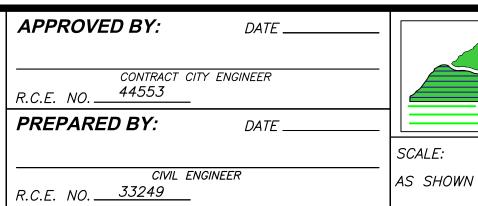


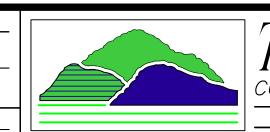
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BENCHMARK

TRILAKE

24 S. D ST. SUITE 100

PERRIS CA 92570

951-943-6504

SEE SHEET 1

CITY OF PERRIS

CA 92570
943-6504

CIVIC CENTER CIRCULATION
& PARKING IMPROVEMENTS

CITY OF PERRIS

& PARKING IMPROVEMENTS

CONSTRUCTION DETAILS

OF 9 SHEETS

FILE NO.

Civic Center PH2-20221123

SHEET NO.

CITY OF PERRIS, CALIFORNIA

GENERAL NOTES

- CONTRACTOR MUST CALL UNDERGROUND SERVICE ALERT (USA) AT 811, 48 HOURS PRIOR TO EXCAVATION. THE WORK ON THIS PROJECT INVOLVES ALTERATIONS OF THE EXISTING ELECTRICAL SYSTEM TO ACHIEVE THE ARRANGEMENT INDICATED ON THE DRAWINGS. THE CONTRACTORS SHALL VISIT THE JOB SITE TO DETERMINE THE EXTENT OF DEMOLITION WORK REQUIRED BY THE CONSTRUCTION ACTIVITIES. THE DRAWINGS FOR THESE AREAS SHOWS THE CHANGES TO BE MADE. THE ELECTRICAL CONTRACTOR SHALL REVISE, REARRANGE, REROUTE OR REMOVE EXISTING WIRING AS REQUIRED TO ACCOMMODATE THE PORTIONS OF THE PROJECT WHICH ARE TO REMAIN IN OPERATION.
- THESE DRAWINGS INDICATE THE FINISHED REQUIREMENTS FOR THE ELECTRICAL SYSTEM, EQUIPMENT LIGHTING FIXTURES, OUTLETS AND DEVICES. DUE TO EXISTING CONDITIONS, INTERFERENCES, OR FOR OTHER SHOWN. SUCH CHANGES SHALL BE PRESENTED TO THE OWNER'S REPRESENTATIVES FOR APPROVAL BEFORE PROCEEDING, AND THE RECORD DRAWINGS SHALL BE ACCURATELY REVISED TO SHOW THE CHANGES AS
- AND CODE PROVISIONS, AND DOES NOT INTERFERE WITH THE ACCOMPLISHMENT OF THE WORK BEING DONE. IN AREAS WHERE THERE ARE NO ALTERATIONS INDICATED, THE EXISTING AREAS SHALL BE RETAINED IN SERVICE. IN CASE OF DOUBT, ASSUME THAT THE EXISTING ELECTRICAL WIRING IS TO REMAIN IN OPERATION
- THROUGHOUT THE CONSTRUCTION PERIOD AND THEREAFTER. THE ELECTRICAL CONTRACTOR SHALL MAINTAIN CONTINUITY OF ALL REMAINING ELECTRICAL AFFECTED BY
- ALL EXISTING PULL BOXES, CONDUITS, CONDUCTORS AND ELECTRICAL EQUIPMENT MUST BE PROTECTED IN
- ALL OUTAGES SHALL BE SCHEDULED WITH OWNER AHEAD OF TIME WITH A MINIMUM OF ONE WEEK'S NOTICE CONTRACTOR SHALL VERIFY FINAL LOCATION OF ALL EQUIPMENT, POLE LIGHTS, AND LIGHT FIXTURES WITH OWNER REPRESENTATIVE PRIOR TO ROUGH-IN. NEW PULL BOXES MUST SHALL NOT BE INSTALLED WITHIN
- PRIOR TO ROUGH-IN. IT IS IMPERATIVE THAT HANDHOLES/ PULL BOXES/J-BOXES BE INSTALLED IN CONCERT
- EXCAVATION FOR PULL BOXES, CONDUITS, AND ELECTROLIER FOUNDATION MUST BE DONE AFTER INSTALLATION OF CURBS AND GUTTERS BUT BEFORE INSTALLATION OF CURB RETURNS WITH SPANDRELS, CROSS GUTTERS, SIDEWALK AND DRIVEWAY APRONS.
- ALL UNDERGROUND PULL BOXES SHALL BE INSTALLED FLUSH WITH GRADE. NOTE: FLUSH IN GRADE PULI BOXES SHALL HAVE BOLT DOWN COVER, AND STAINLESS BOLTS. BOXES SHALL BE PLACED AT RIGHT ANGLES TO HARDSCAPE EDGES. LID SHALL INDICATE "ELECTRIC", "LIGHTING" OR AS REQUIRED FOR THE APPLICATION.
- CONTRACTOR SHALL PROVIDE ALL REQUIRED AUXILIARY J-BOXES OR HANDHOLES TO FACILITATE THE ALL ELECTRIC EQUIPMENT EXPOSED TO WEATHER OR INSTALLED OUTDOORS, SHALL BE WEATHERPROOF
- TYPE, INCLUDING BUT NOT LIMITED TO: SWITCHES, CONDUITS, BOXES, ETC. PROVIDE 1/8" DIAMETER PULL ROPE IN ALL OPEN CONDUITS. PULL ROPE TO BE RATED FOR MINIMUM 250 LBS. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO INSTALL ALL EQUIPMENT WITH CLEARANCES AS REQUIRED

- ALL UNDERGROUND CONDUITS SHALL BE INSTALLED AT 24" BELOW FINISH GRADE UNLESS OTHERWISE NOTED. ALL UTILITY UNDERGROUND CONDUITS SHALL BE INSTALLED PER SERVING UTILITY COMPANY
- ALL UNDERGROUND CONDUITS SHALL BE 1-1/2" C TYPE 3, PVC SCHEDULE-BO UNLESS NOTED OTHERWISE EXISTING DUCTS, PIPING OR CONDUITS, ETC., AND TO PREVENT HAZARD TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN AND INSTALLED BY ANY OTHER CONTRACTS. THE ENGINEER IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACTS. THE
- TRENCHES LEFT OPENED. ALSO PROVIDE "CAUTION" TAPE IN LANDSCAPE AREAS WHERE TRENCHING. VERIFY EXACT REQUIREMENTS WITH CITY, CONTRACTOR IS TO BACKFILL, COMPACT AND PATCH AS REQUIRED TO MATCH EXISTING FINISH (FIELD VERIFY EXACT ROUTING).
- THE CONDUIT, FOOTAGE END-TO-END, AND THE LOCATION OF THE OTHER END. IN WET, CORROSIVE OUTDOOR OR UNDERGROUND LOCATIONS, USE BRASS, BRONZE OR COPPER 16 GAUGE TAGS SECURED TO CONDUIT ENDS WITH #16 OR LARGER GALVANIZED WIRE. INSCRIBE ON THE TAGS, WITH STEEL PUNCH DIES, CLEAR AND
- CONTRACTOR TO LABEL ALL WIRING WITH CIRCUIT NUMBERS INSIDE ENCLOSURES OR HANDHOLES. PROVIDE CIRCUIT I.D. TAGS INSIDE HANDHOLES RATED FOR WET LOCATION. NON-TERMINATED WIRES TO BE SAFE-OFF AND LABELED WITH CIRCUIT NUMBER AND ITS PURPOSE.
- PRIOR TO ANY ELECTRICAL TRENCHING OR INSTALLATION VERIFY THERE IS NO CONFLICT WITH EXISTING GAS INSTALL A WATERPROOF "IN-LINE" FUSE HOLDER ON THE PHASE LEG CONDUCTOR(S) IN THE BASE OF EACH
- PULL BOXES AND ELECTROLIER LIGHTS SHALL BE GROUNDED PER CODE. USE 5/8" X 8' COPPER GROUND RODS UNLESS NOTED OTHERWISE.
- ALL GROUND RODS MUST HAVE A SOLID BOND TO THE PULL BOXES AND BASE OF THE STREET LIGHT STANDARD. BARE #6 AWAC CU WIRE SHOULD BE USED FOR THE BOND WIRE. ALSO, EACH GROUND ROD MUST
- BE BONDED TO THE MAIN STREET LIGHT CIRCUIT MARK INSTALLATION DATE ON PHOTO CONTROLS AND LAMPS AS PROVIDED FOR BY THE MANUFACTURER.

NOTICE TO CONTRACTORS

CONTRACTOR AGREES THAT HE SHALL ASSUME COMPLETE AND SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FJELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT SHOWN ON THESE PLANS.

MAJOR ITEMS TO BE REMOVED HAVE BEEN NOTED ON THESE PLANS, HOWEVER THE CONTRACTOR IS TO WALK THE SITE FOR VERIFICATION OF ADDITIONAL SURFACE FEATURES REQUIRING REMOVAL. THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL OBJECTS AND MATERIALS (AC, CONCRETE, TREES, BUSHES, FENCING, ETC.) THAT ARE IN CONFLICT WITH THE NEW PROPOSED IMPROVEMENTS WHETHER CALLE-OUT OR NOT ON THE PLANS AND DISPOSE OF LEGALLY. CONTRACTOR IS TO BACKFILL ACCORDINGLY AND LEAVE SITE IN A RELATIVELY LEVEL CONDITION.

UNDERGROUND UTILITIES NOTICE

ALL UNDERGROUND STRUCTURES OR UTILITIES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORDS EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT.

THE OWNER, BY ACCEPTING THESE PLANS OR PROCEEDING WITH THE IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD THE UNDERSIGNED HARMLESS FOR ANY DAMAGES 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 THE RECORDS

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

CALL UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-227-2600 AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION.

UTILITY COMPANIES

SEWER:

EASTERN MUNICIPAL WATER DISTRICT EASTERN MUNICIPAL WATER DISTRICT SOUTHERN CALIFORNIA EDISON TELEPHONE: FRONTIER COMMUNICATIONS SOUTHERN CALIFORNIA GAS COMPANY TIME WARNER



SITE PLAN

CONSTRUCTION NOTES

1" PVC CONDUIT WITH 2#10 THHN & 1#10 THHN GROUND. MINIMUM 24' COVER.

FURNISH AND INSTALL TYPE C FIXTURE, PER DETAIL SHEET E-2. CONNECT TO EXISTING

CHECKED BY: J.LOVE

FURNISH AND INSTALL TYPE A FIXTURE, PER DETAIL SHEET E-2.

FURNISH AND INSTALL TYPE B FIXTURE, PER DETAIL SHEET E-2.

FURNISH AND INSTALL TYPE D FIXTURE, PER CIVIL PLANS.

REVISIONS

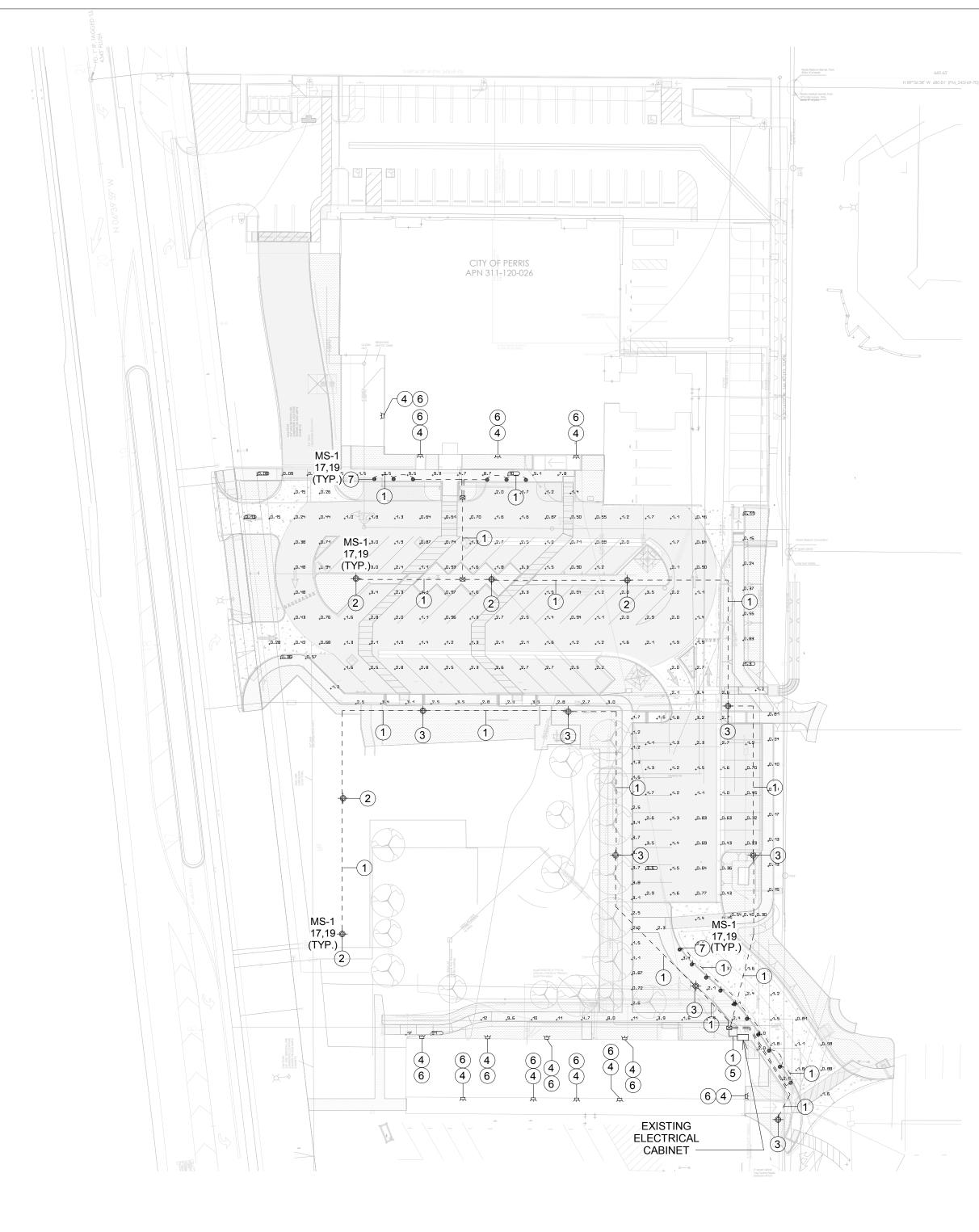
DRAWN BY: H.LOVE

CIRCUIT USING EXISTING WIRING AND BRACKET.

CONNECT TO EXISTING ELECTRICAL CABINET

REMOVE EXISTING FIXTURE

DESIGNED BY: H.LOVE



LOCATION MAP

P8-1333 CIVIC CENTER PROJECT LOCATION THOMAS GUIDE: 807-G2

LEGEND

1" PVC CONDUIT W/ 2#10 & 1#10 GROUND

HN1017 CONCRETE PULL BOX WITH LID MARKED "ELECTRIC", SEE DETAIL SHEET E-2

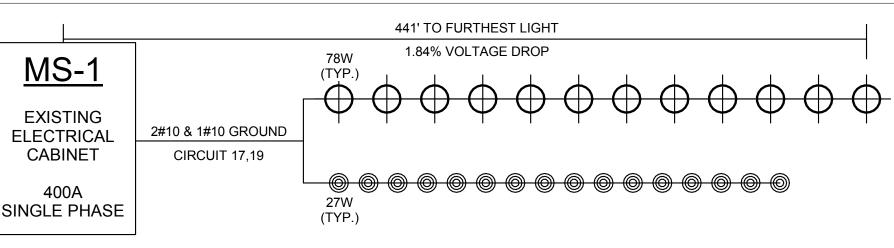
LOCATION MAP

TYPE A FIXTURE, SEE DETAIL SHEET E-2

TYPE B FIXTURE, SEE DETAIL SHEET E-2

TYPE D FIXTURE, SEE CIVIL PLANS FOR DETAILS

SINGLE LINE DIAGRAM



VICINITY MAP

LUMINAIRE SCHEDULE

CONTACT INTELLIGENT LIGHTING SYSTEMS FOR FIXTURE QUOTE SALES@iLIGHTINGSYSTEMS.COM (760) 833-0401

QTY	MANUFACTURER	FIXTURE	CONNECTED LOAD	POLE	POLE HEIGHT	TYPE
5	SCL	SCL/ANP LA97-AF17LED78-V	78 W	SCL	15'	А
7	SCL	SCL/ANP LA97-AF17LED78-III	78 W	SCL	15'	В
13	EVERLAST	EL-LED-FLA-50-UL-120-277V AC-40K	50 W	N/A	N/A	С
16	SCL	BCAL01522-42-27W-LED-BB	27 W	N/A	N/A	D

ALL SUBSTITUTIONS MUST BE APPROVED IN WRITING BY ENGINEER OF RECORD, EEOR, MINIMUM (10) TEN DAYS PRIOR TO BID. FIXTURE CUT SHEETS, IES FILES, AND FULL PHOTOMETRIC CALCULATIONS REQUIRED FOR EVALUATION OF SUBSTITUTION BY EEOR.

PHOTOMETRIC RESULTS PHOTOMETRIC RESULTS OBTAINED USING A LLF OF 0.8. CALCULATION SURFACE | AVERAGE **PARKING** 1.54 FC 0.1 FC 3.6 FC WALKWAY 0.57 FC | 0.1 FC | 10.4 FC

INDEX OF SHEETS SHEET NO. DESCRIPTION SITE ELECTRICAL **DETAILS** E-2

PROJECT

LOCATION

SEC. 30 SBM

VICINITY MAP

Intelligent Lighting Systems BEAUMONT, CA 92223 DESIGN@iLIGHTINGSYSTEMS.COM

CIVIC CENTER PARKING

SHEET NO.

E-1

2 SHEETS

CITY OF PERRIS

ELEVATION (NAVD 88) = 1414.9

SCALE: 1" = 40'

GRAPHIC SCALE

CONTRACT CITY ENGINEER

ÆLECTRICAL ENGINEER

E20881

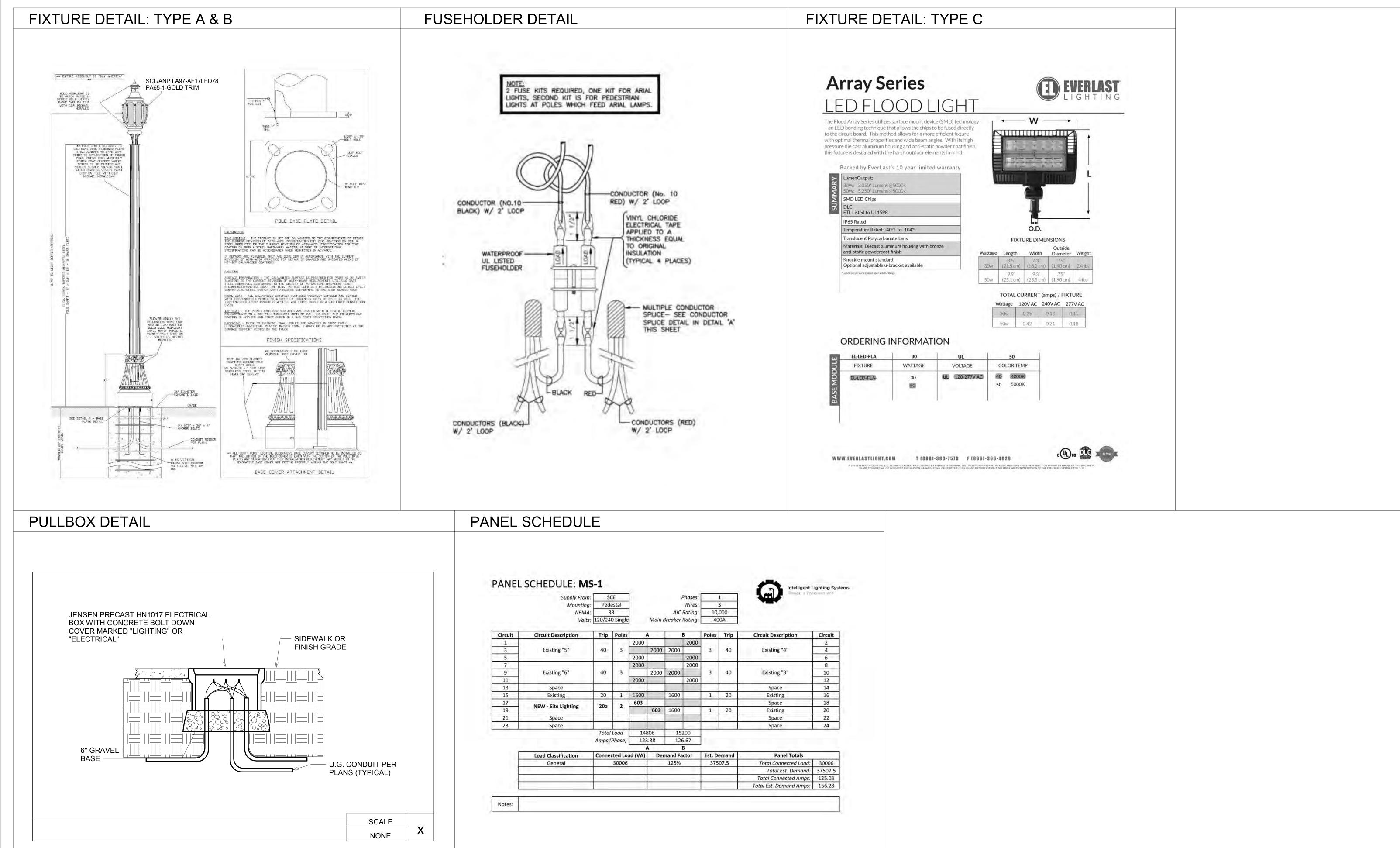
REVIEWED BY:

PREPARED BY:

BASIS OF BEARINGS FOR THIS PROJECT IS THE CENTERLINE OF D STREET BEING N 06°39'59" W, PER PM 243/69-70 THE BENCHMARK USED IS PER NGS DATASHEET "PID DX2086", DESIGNATION "600 33"

IMPROVEMENTS SITE ELECTRICAL

CITY OF PERRIS



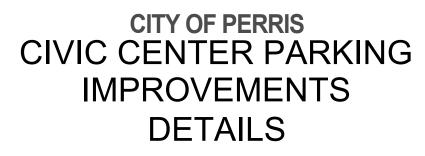






SCALE:

SHOWN



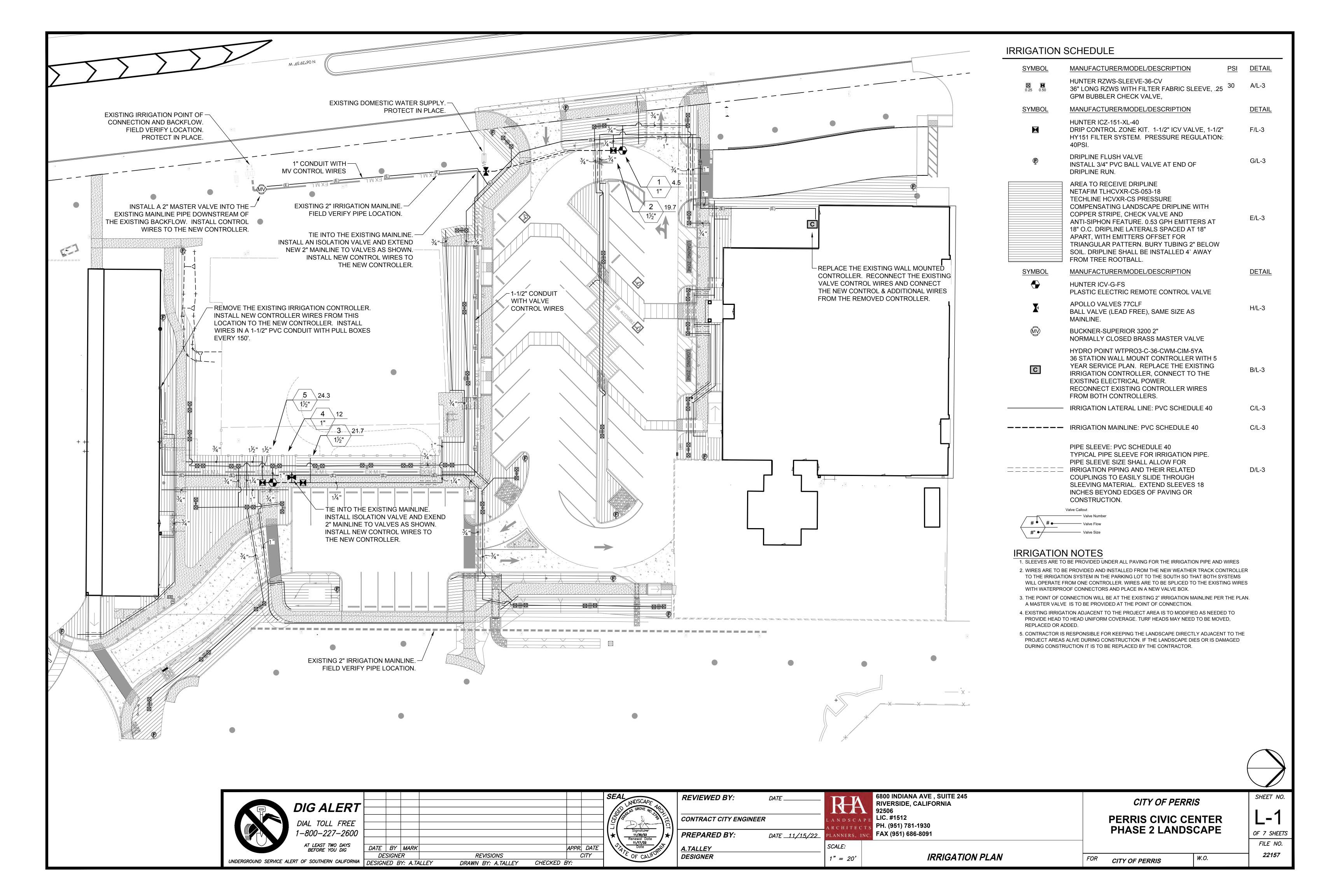
CITY OF PERRIS

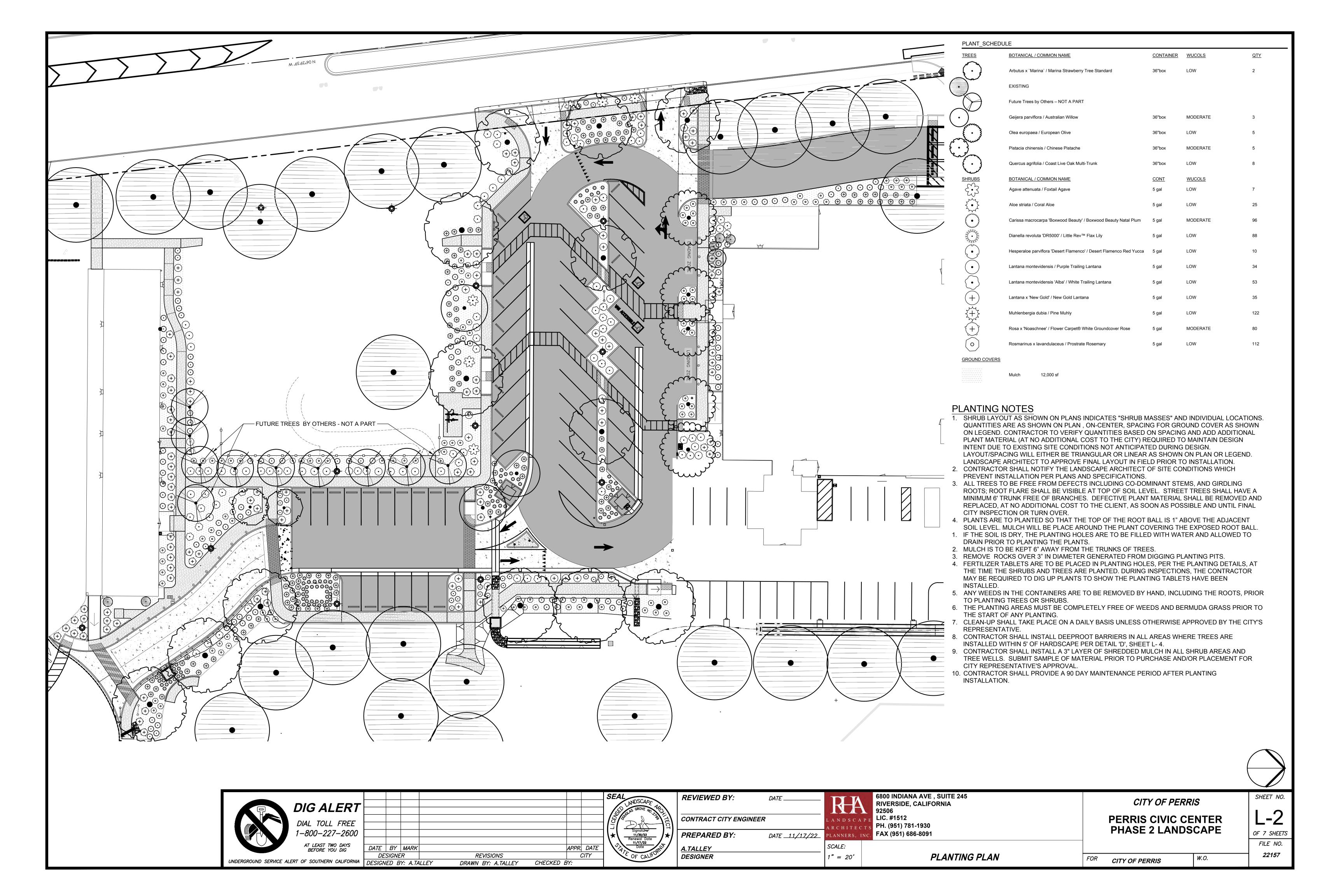
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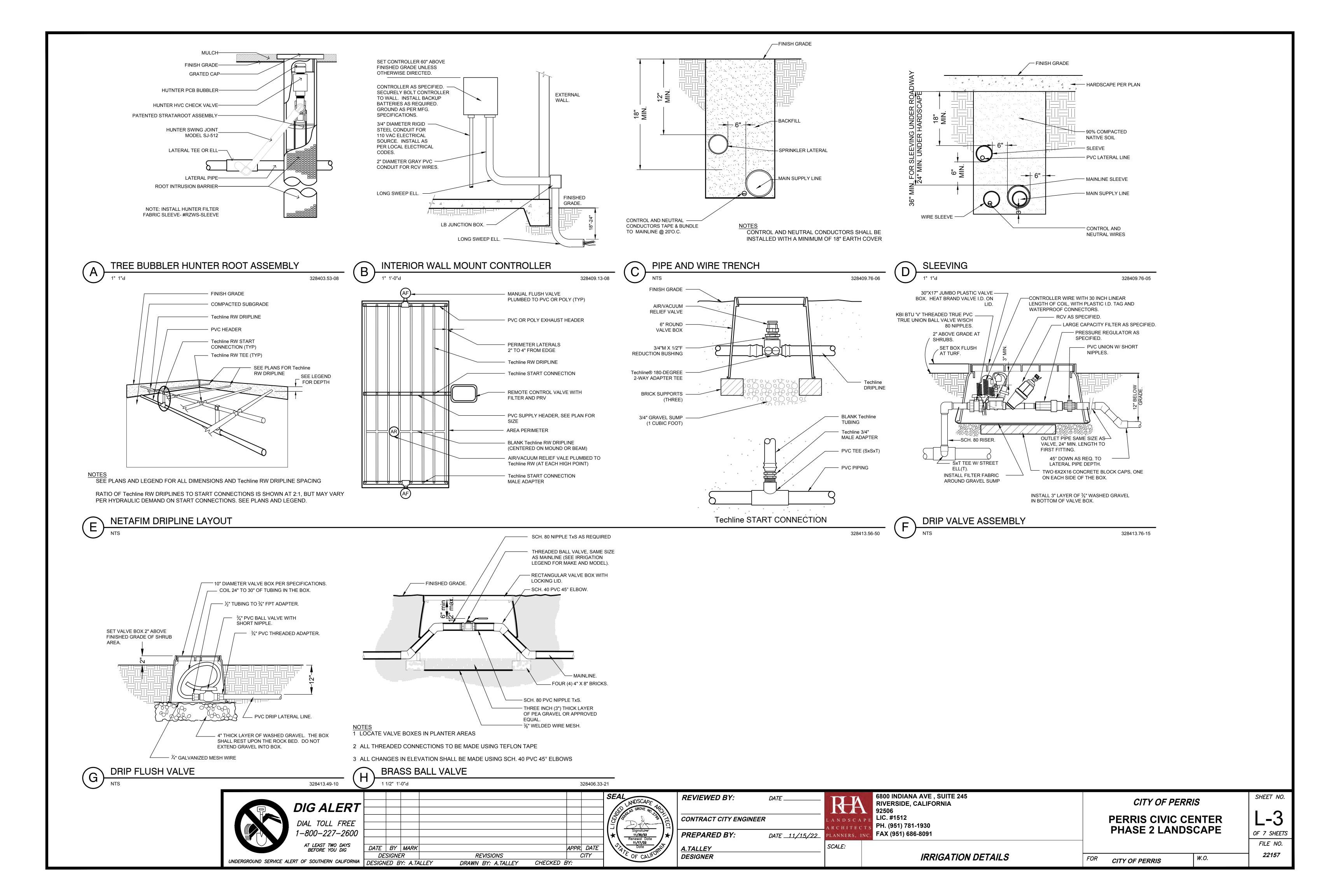
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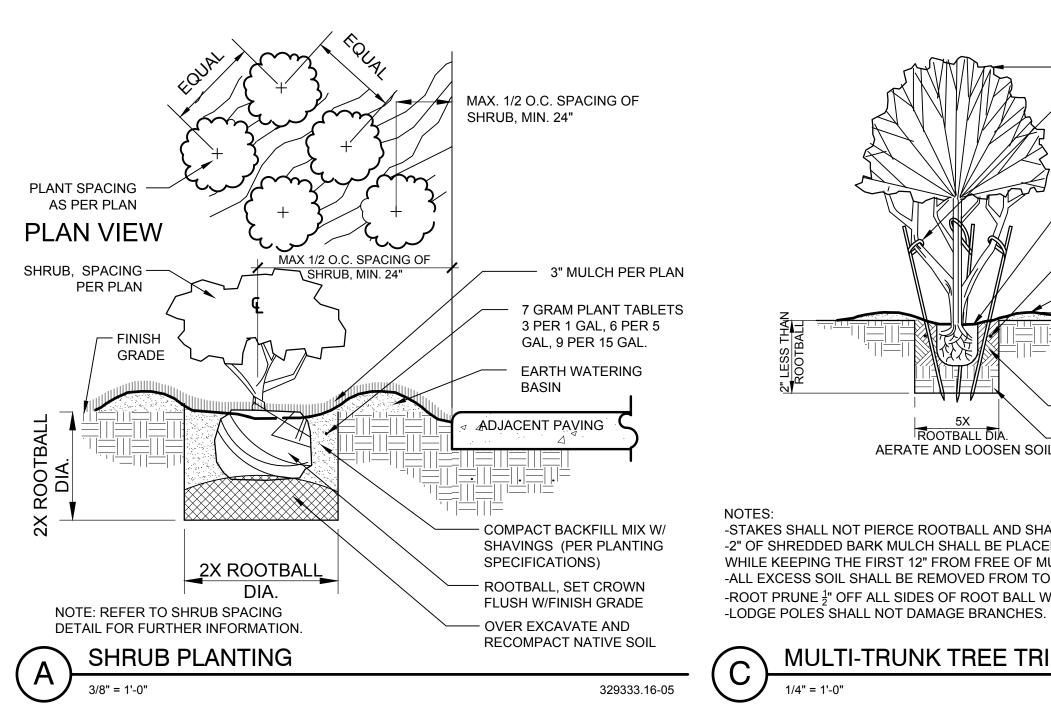
E-2

2 SHEETS









- MULTI-TRUNK TREE (PER PLAN) - 'V.I.T.' PRODUCTS -CINCH TIES - ROOTBALL, 2" ABOVE FINISH GRADE, TOP ROOT FLARE SHALL BE VISIBLE. - 7 GRAM PLANT TABLETS 14 PER 24"BOX, 17-30" 20-36", 23-42", 26-48", 30-60" EARTH WATERING BASIN [RAKE SMOOTH PRIOR TO PLANTING] -FINISH GRADE COMPACTED BACKFILL MIX (PER PLANTING NOTES) -OVER EXCAVATE & RECOMPACT AERATE AND LOOSEN SOIL NATIVE SOIL, 6" MIN.

NOTES: -STAKES SHALL NOT PIERCE ROOTBALL AND SHALL EXTEND INTO UNDISTURBED SOIL. -2" OF SHREDDED BARK MULCH SHALL BE PLACED IN A 4' DIAMETER CIRCLE FROM TRUNK

WHILE KEEPING THE FIRST 12" FROM FREE OF MULCH. -ALL EXCESS SOIL SHALL BE REMOVED FROM TOP OF ROOTBALL EXPOSING THE ROOT FLAIR. -ROOT PRUNE 1" OFF ALL SIDES OF ROOT BALL WITH A SHARP KNIFE.

MULTI-TRUNK TREE TRIPLE STAKED

329343.23-29

Linear Style Planting with DeepRoot Barriers

Determine the correct number of panels to

plan and the number of trees involved the

general rule of thumb take the anticipated

2 feet (61cm). This will be the number of

feet necessary for a Linear style planting

A. Choose the barrier that best suits the

non-aggressive, deeper rooting trees.

However for curb and gutter protection or

B. Dig the trench to the depth based upon

C. Install the barrier. When using DeepRoot

number of panels out of the box (they come

preassembled) and separate the joiner at the

Universal Barriers in a linear fashion you will

ROOT BARRIER

Linear Barriers simply pull the appropriate

correct length. When installing DeepRoot

need to join the appropriate number of

application. Generally if a sidewalk, patio or

driveway is to be protected, 18" (46cm) (LB

18-2) is sufficient depth with 12" (30cm) (LB

more agressive roots 24" (61cm) (UB 24-2) is

application. (See chart below.)

12-2) as an alternate choice for

generally the better choice.

the particular barrier chosen.

panels together.

length of linear barrier will vary, but as a

D. Next place the barrier in the trench with be used. Depending upon the actual planting the vertical ribs facing toward the tree and align in a straight fashion. It is helpful to place the barrier against the hardscape. Use the hardscape as a guide and backfill mature canopy diameter of the tree and add against the barriers to promote a clean smooth fit to the hardscape. Be sure to keep the barrier's double top edge at least 1/2" (13mm) above grade to ensure roots do not grow over the top.

E. Plant the tree(s). The Linear style offers a more expansive rooting growth area, however adverse soil and drainage conditions may exist in the actual planting area. Take steps to ensure healthy growth of the tree at planting. Consult with a local Arborist for planting tips and recommendations.

F. If the tree(s) will be subject to maintenance work such as lawn mowing or weed trimming we strongly recommend the installation of ArborGard+ Tree Trunk Protectors which is placed around the base of young trees to protect them from damage by weed trimmers, lawn mowers and small rodents. For additional information please consult the 16 page DeepRoot Product Selection and Installation Guidelines.

For a simple formula to determine the quantity of panels required for a Linear application use: Estimated Diameter of the Tree Canopy at Maturity + 2' (61cm) = Length of Barrier per Side.

For One Side of Tree As little as one side of the tree may Expected Tree need barrier for root direction as there may be no hardscape elsewhere requiring protection.

Canopy at Maturity Linear Barrier (LB 12 or LB 18) 12' (3.6m) Diameter +2' (61cm) = 14' (4.2m) 18' (5.5m) Diameter +2' (61cm) = 20' (6.1m) 24' (7.3m) Diameter +2' (61cm) = 26' (7.9m)

Ground Locks

Number of Feet of

pre-attached flexible joiners ready DeepRoot LB 12-2, LB 18-2 or UB 24-2 to pull out of the carton and install in one continuous line of up to:

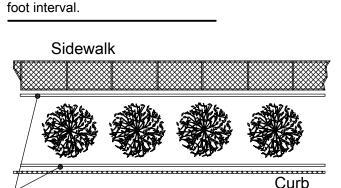
Line can be separated at any two

LB 12-2 80' (24 m) per Carton LB 18-2 52' (16 m) per Carton

Note: Linear Barriers (LB 12-2 and

LB 18-2) are packaged in 2'

(61cm) long panels with



DeepRoot LB 12-2, LB 18-2 or UB 24-2

TO BE 24" DEEP ON ALL SIDES

For information regarding distributors please call: 1 800 ILV ROOT (458.7668). For help with difficult drainage or other difficult installation guestions please call DeepRoot Technical Support at: 1 800 ROOT TEK (766.8835).

329343.05-01

Optional Universal

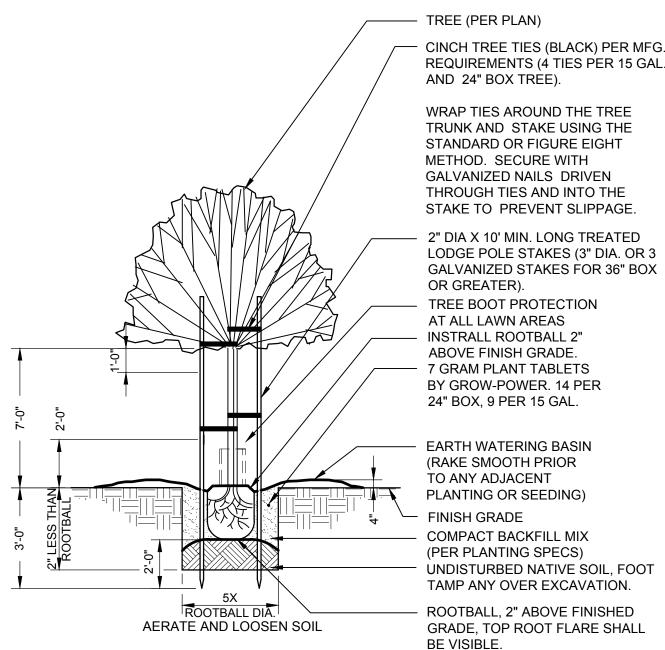
Barrier (UB) in

number of Panels

7 Panels 10 Panels 13 Panels

Sidewalk

TREE CANOPY ROOT BALL (DO NOT PENETRATE) 4-24"/32" CINCH-TIES DO NOT OVER TIGHTEN, ALLOW TREE TO MOVE SOMEWHAT TO BUILD CALIPER. CROSS CINCH-TIE, DO NOT TWIST WRAP AROUND STAKE



FOR ALL 24" BOX & 15 GAL. TREES

-ROOT PRUNE ¹/₂" OFF ALL SIDES OF ROOT BALL WITH A SHARP KNIFE.

DOUBLE STAKE WITH CINCH TIE

329343.19-36

Signature 11/30/23 Renewal Date 11/17/22 CITY REVISIONS DESIGNED BY: A.TALLEY DRAWN BY: A.TALLEY CHECKED BY:

REVIEWED BY: CONTRACT CITY ENGINEER PREPARED BY: 4.TALLEY **DESIGNER**

RCHITECT PLANNERS, INC. FAX (951) 686-8091 DATE <u>11/17/22</u>

6800 INDIANA AVE , SUITE 245 RIVERSIDE. CALIFORNIA 92506 ANDSCAPE LIC. #1512 PH. (951) 781-1930

CITY OF PERRIS PERRIS CIVIC CENTER PHASE 2 LANDSCAPE

· L-4 OF 7 SHEETS FILE NO.

SHEET NO.

PLANTING DETAILS

APPLY GALVANIZED ROOFING NAIL TO BACK OF STAKE PLAN VIEW CINCH TREE TIES (BLACK) PER MFG. REQUIREMENTS (4 TIES PER 15 GAL.

TRIPLE STAKE ALL 36" BOX STANDARD TREES

-STAKES SHALL NOT PIERCE ROOTBALL AND SHALL EXTEND INTO UNDISTURBED SOIL. -2" OF SHREDDED BARK MULCH SHALL BE PLACED IN A 4' DIAMETER CIRCLE FROM TRUNK WHILE KEEPING THE FIRST 12" FROM FREE OF MULCH. -ALL EXCESS SOIL SHALL BE REMOVED FROM TOP OF ROOTBALL EXPOSING THE ROOT FLAIR.

-LODGE POLES SHALL NOT DAMAGE BRANCHES. -STREET TREES SHALL INCLUDE A MULCH ONLY AREA 5' X THE PARKWAY WIDTH.

> **DIG ALERT** DATE | BY | MARK

> > DESIGNER

SCALE:

FOR CITY OF PERRIS

22157

DIAL TOLL FREE -800-227-2600 AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

SECTION 32 80 00 - IRRIGATION SYSTEM

GENERAL REQUIREMENTS

1.1 DESCRIPTION

- A. Work Included: Unless otherwise specified, the construction of irrigation systems shall include the furnishing, installing and testing of mains, laterals, risers and fittings, quick couplers, gate valves, back flow preventers, furnishing and installing of irrigation controllers, booster pumps, excavation and backfill, and all other work in accordance with the plans and specifications for a complete operating system.
- 1. The intent of the drawings and specification is to indicate and specify a complete and efficient irrigation system ready for use in accordance with the manufacturer's recommendations and meeting the recommended approval of the Landscape Architect. All work shall be in accordance with applicable Owner and County codes, and these plans/specifications.
- 2. Irrigation systems shall be constructed to the sizes and grades and at the location shown on the drawings. Lines shown on the plans are essentially diagrammatic. Locations of all heads, valves, etc., shall be reviewed by the Landscape Architect at the time of construction. Do not exceed spacing of the heads as shown on plans.
- 3. The applicable provisions of the General Conditions and the Special Conditions of these specifications shall govern the work of this section as if herein written in full.
- 4. The Contractor shall maintain, continuously, a competent superintendent or foreman, satisfactory to the Owner, during the progress of work, with authority to act for him in all matters pertaining to the work.
- 5. Work noted as "N.I.C.", "existing" or "to be supplied and/or installed by others" is not a part of this
- 6. The work in this section shall be coordinated with all underground utilities and trades responsible for their
- B. Field Conditions: Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces. Report to the Landscape Architect all conditions which prevent proper execution of this work.
- C. Permits and Fees: The contractor shall apply and pay for all necessary fees and permits required in the pursuit of his work as required by governing codes.
- D. All assemblies specified herein shall be installed in accordance with the respective details. In the absence of detail drawings or specifications pertaining to the specific items required to complete the work, the Contractor shall perform such work in accordance with the best standard practice and to the satisfaction of the Landscape Architect.
- E. Irrigation Contractor is responsible for replacing or repairing any acts of theft or vandalism during construction
- F. Permission to shut off any water lines must be obtained from the Owner. Disruption of existing systems shall be kept to a minimum.
- G. Contractor shall maintain irrigation system throughout plant establishment and maintenance period.
- H. Contractor shall provide one year guarantee.

1.2 RELATED WORK DESCRIBED ELSEWHERE

A. Planting: Section 32 90 00

1.3 QUALITY ASSURANCE

- A. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the latest rules of the National Electrical Code and the Electrical Safety Orders of the State of California, Division of Industrial Safety, for all electrical work and materials.
- B. Qualifications of Installers: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the materials manufacturer's recommended methods of installation, and who shall direct all work performed under this Section.

1.4 SUBMITTALS

- A. General: Comply with the provisions of Section 01 32 00.
- B. Product Data: Within 45 days after award of the Contract, and before any materials of this Section have been
- delivered to the job site, submit to the Architect:
- 1. A complete materials list of all items proposed to be furnished and installed under this Section. 2. The manufacturer's recommended methods of installation which, when recommended for approval by the Architect, shall become the basis for review and accepting or rejecting actual installation methods
- used on the work when not otherwise specified or detailed. C. Materials and Samples: If materials are to be employed, other than designated on the plans, the Contractor shall, prior to the installation of any irrigation work, submit for recommended approval by the Landscape Architect, a list of materials and equipment he proposes to use. The material and equipment list shall include,

but not be limited to, polyvinyl chloride pipe, automatic controllers and control valves, quick coupling valves

- and irrigation heads. 1. Should the Contractor propose to use materials or equipment other than those listed on the plans, he shall submit samples of the make and type proposed. Samples shall be submitted a sufficient time in advance of the start of construction to allow a period of not less than seven (7) days for testing and
- recommended approval. 2. Recommended approval of irrigation equipment and materials shall depend on the following:
- a. Conformance to specification requirements.
- b. Acceptable test results and/or field performance.
- c. Durability and low maintenance.
- d. Availability of parts and service.
- e. Compatibility with owner's materials inventories.
- D. Project Record Drawings: Provide separate and complete Project Record Drawings prepared in accordance with the provisions of these Specifications, Sub_section 3.8, following

1.5 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.
- B. Delivery: Polyvinyl chloride pipe shall be delivered to the work site in unbroken bundles or rolls packaged in such a manner as to provide adequate protection for the pipe ends, threaded or plain.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the recommended approval of the Architect and at no additional cost to the Owner.

PART 2 -PRODUCTS

2.1 PIPE

A. Plastic Pipe:

- 1. Unless otherwise specified, the construction of lateral lines and main lines shall include excavation and backfill, the furnishing, installing and testing of pipe, tube and fittings, the furnishing and installing of anchors, thrust blocks and location wire, the improvements, line flushing and testing, and all other work in accordance with the plans and specifications.
- 2. Main supply pressure lines shall be PVC; 4" and larger Class 200, 2" 3" Class 315, 1 1/2" and smaller Schedule 40, as manufactured by Pacific Plastics, Inc., or approved equal.
- 3. Lateral non_pressure lines shall be PVC. Schedule 40 polyvinyl chloride, as manufactured by Pacific Plastics, Inc., or approved equal.
- 4. Irrigation Lines Sleeves shall be PVC. Schedule 40 polyvinyl chloride, as manufactured by Pacific Plastics, Inc., or approved equal.
- 5. Low Voltage Control Wire Sleeves (valve wires) shall be PVC Schedule 40 polyvinyl chloride, as manufactured by Pacific Plastics, Inc., or approved equal. All exposed wires shall be sleeved in PVC Schedule 40 ULV electrical conduit with ULV Schedule 40 fittings.
- a. Identification: All pipe shall be continuously and permanently marked with the following information: The normal pipe size, the type and schedule or class of material, the working pressure or pressure rating at 73.4 degrees F., the manufacturer's name or trade mark, and the National Sanitation Foundation (N.S.F.) seal of approval.
- 6. All plastic pipe shall be guaranteed by its manufacturer to have passed, or be capable of passing, the Anhydrous Acetone Immersion Test and to be free from manufacturing defects.
- B. Identification: All pipe shall be continuously and permanently marked with the following information: The normal pipe size, the type and schedule or class of material, the working pressure or pressure rating at 73.4 degrees F., the manufacturer's name or trade mark, and the National Sanitation Foundation (N.S.F.) seal of approval.
- 1. All plastic pipe shall be guaranteed by its manufacturer to have passed, or be capable of passing, the Anhydrous Acetone Immersion Test and to be free from manufacturing defects.

C. Polyvinyl Chloride Pipe Fittings and Connections:

- 1. Polyvinyl chloride pipe fittings and connections approved for irrigation systems shall be polyvinyl chloride, Type II, Grade I, Schedule 40, high impact molded fittings, manufactured from virgin compounds.
- 2. The Schedule 40 fittings shall be tapered socket type, or molded thread type, suitable for either solvent weld or screwed connections.
- 3. Machine threaded fittings will be acceptable only if thread_stripping resistance test results are submitted and approved.
- 4. In line fittings, such as couplings, unions and bushings may be machined from extruded stock.
- 5. Plastic saddle and flange fittings will not be acceptable.
- 6. All fittings shall be permanently marked with the following information: The normal pipe size, the type and schedule of material, and the National Sanitation Foundation (N.S.F.) seal of approval.

D. Galvanized Pipe and Fittings:

All galvanized steel pipe shall be Schedule 40, threaded, coupled and hot_dip galvanized, and shall comply with ASTM A120 and A53.

- 1. All fittings for galvanized steel pipe shall be 150 PSI rated galvanized malleable iron, banded pattern.
- 2. Pipe sizes indicated on the drawings are nominal inside diameter unless otherwise noted.

A. Ball Valves:

- 1. All ball valves shall be all bronze construction full port; 1/2" thru 2", Nibco T585.
- 2. Working Pressure Rated: 150 PSI stem, 400 PSI W.O.G.
- 3. Ball valves installed underground shall be housed in a rectangular plastic valve box.

B. Gate Valves:

- 1. All gate valves shall be all bronze construction full port; 1/2" thru 2", Nibco T113.
- 2. Working Pressure Rated: 200 PSI non rising stem, screw in bonnet, solid wedge.

C. Automatic Control Valves (Electric):

- 1. All automatic control valves (electric) shall be as called for on plans, electrically controlled, hydraulically operated, single seat, normally closed no equivalents or equals.
- 2. The valves shall be actuated by a normally closed solenoid valve operator using 24 volts, 60 cycle alternating current. The wires in the coil of the solenoid shall be embedded in an epoxy resin. Valves shall automatically close in event of electrical power failure.
- 3. All automatic control valves shall have a flow control device for manually adjusting the amount of flow of water through the valve. The flow control device shall be adjusted so that the pressure at the nozzle of the irrigation head farthest from the automatic control valve shall be that as specified in the irrigation legend per plan. The pressure at the irrigation head shall be measured by means of a pilot pressure gauge while the irrigation head is operating.
- 4. Automatic control valves shall be constructed of brass or stainless steel springs and screens, and composition material (neoprene) seals and seat washers.
- 5. Valve stems shall have a cross handle.
- 6. All automatic control valves shall be equipped with a pet clock for manual operation control.
- 7. The Contractor shall furnish one valve box key for each six or less valve boxes installed.
- 8. All valves shall have a T.C. Christie valve marking plastic tag.

2.3 CONTROLLERS AND WIRE

- A. Automatic Controllers (Electric):
- 1. Controller shall as called for on plans.
- 2. All automatic controllers treated in this specification shall be for use with solenoid operated (24_volt electric), normally closed, control valves.
- 3. Automatic controllers shall meet the following requirements:
- a. Be completely automatic in operation with remote control.
- b. Shall electrically start the sprinkling cycle.
- c. Shall electrically time the individual stations.

- d. Shall operate on single phase, 120 volt, 60 cycle, and alternating current.
- e. Shall contain electrical circuits for pump and master valve operations.
- f. Shall have complete operating instructions and charts indicating controller station to valve locations mounted inside the controller in full view when controller is open.
- g. Smart irrigation controller which automatically adjusts frequency and/or duration of irrigation events in response to changing weather conditions.

- 1. All control wire shall be of the Underwriter's Laboratory type UF (underground feeder), single conductor, solid copper, plastic insulated, 600 volt rated, for direct burial applications. Maximum conductor operating temperature, 60 degrees C. for both wet and dry locations. Wire composition is as follows:
- a. Conductor The conductors shall be solid annealed uncoated copper meeting the applicable requirements of the latest revisions of A.S.T.M. B 3.
- b. Insulation _ The insulation shall be colored plastic which meets the test requirements of I.P.C.E.A. (The Insulated Power Cable Engineer's Association) Pub. No. S 61 402, dated July 1961, Section 3.7 for 60 degrees C. polyvinyl chloride insulation. The insulation shall be flame retardant, resistant to fungus, resistant to corrosive fumes, suitable for wet locations and furnish some degree of inherent protections against mechanical abuse. Insulation thickness shall be 47 mils for AWG #14, 12 & 10, and 62 mils for AWG #8.
- c. Color Coding _ The conductor insulation shall be color coded as follows:
- 1) All common ground wire shall be white.
- 2) All pilot (valve control) wire shall be black.
- d. All wire splices shall be made within a control valve box or a separate valve box. Each splice shall be made with a Spears Dri-Splice DS-100 wire connector and filled with Spears DS-300 sealant.

2.4 VALVE BOXES

A. Valve Boxes: All valve boxes and lids shall be made of rigid polyolefin. Valve boxes shall be green unless specified for use with reclaimed water, then valve box shall be green and marked for such use. Rectangular valve boxes shall be 16" wide by 21-1/2" long and 12" high. Use rectangular boxes for master valves, flow sensors, ball/gate valves, butterfly valves, control valve, and pull boxes. Use jumbo rectangular valve boxes for drip valve assemblies. Round valve boxes shall be 10" diameter and 10-1/4" high. Use round valve boxes for quick couplers, flush valve and spare wires. Heat brand valve box lid with appropriate two inch high (2") identification letter or numbers.

2.5 IRRIGATION HEADS

A. Irrigation Heads:

- 1. Irrigation heads shall be as called for on plans. Irrigation heads shall be of the types and sizes, with the diameter (or radius) of throw, pressure, discharge and any other designations necessary to determine the types and sizes, as indicated on the plans.
- 2. All irrigation heads of a particular type of function in the system shall be of the same manufacture and, with the exception of shrubbery heads, shall be marked with the manufacturer's name and model number. This identification shall be visible without having to remove the irrigation head from the system.
- 3. Unless otherwise specified, all irrigation heads & body shall be constructed of cycolac with the following exceptions: bearings, washers, gaskets, seals, spray pins and rocker arms.

2.6 CHECK VALVES:

- A. Swing Check Valves: PVC, Slip x Slip check valves, for non-pressure lateral line applications on slopes.
- B. Spring Check Valves: for pop-up spray heads and spray heads on risers and 3/4" for popup rotors and rotors on risers.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

- 1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- 2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the reference standards and the manufacturer's recommendations.

B. Discrepancies:

- 1. In the event of discrepancy, immediately notify the Landscape Architect.
- 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully

3.2 FIELD MEASUREMENTS

A. General:

- 1. Trenches and other excavations for irrigation pipe and appurtenances shall be excavated true to alignment and grade, and shall be of ample size for the proper performance of installation work, review,
- 2. Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots.
- 3. Protect all existing utilities and repair any damage to existing utilities with matching new materials, at no
- 4. Generally, piping under concrete shall be installed by jacking, boring or hydraulic driving. Where any cutting or breaking of sidewalks and/or concrete work is necessary, it shall be removed and replaced by the Contractor. Permission to cut or break sidewalks and/or concrete shall be obtained from the Architect. No hydraulic driving will be permitted under asphaltic concrete paving.
- 5. Coordinate with planting operations, as 10" deep cross-ripping is required prior to irrigation systems installation. (Cross-ripping is part of the planting work).

B. Plastic Pipe Trenches:

- 1. Minimum trench width shall be six (6) inches.
- 2. Minimum trench depth below bottom of pipe shall be two (2) inches.
- 3. Minimum cover shall be based on finished grades, unless otherwise noted on Drawings.
- a. Lateral Line minimum cover shall be twelve (12) inches.
- b. Main Line minimum cover shall be eighteen (18) inches.
- c. Pipe and Wire Sleeves minimum cover shall be twenty_four (24) inches.

C. Backfill Material:

1. All plastic pipe shall be bedded and encased with approved backfill material free of rocks and clods as

indicated in the following table and/or shown on the plans.

- a. Thickness Under Pipe Minimum Two (2) inches
- b. Thickness Above Pipe Minimum Four (4) inches
- c. Thickness at Side of Pipe Minimum Two (2) inches
- 2. The balance of backfill material shall be approved soil. Unsuitable material, including clods and rocks over 2 to 2_1/2 inches in size, shall be removed from the premises and disposed of legally at no cost to
- 3. Backfill material shall be sufficiently compacted under and on each side of the pipe to provide support free of voids. On slope areas over 3:1 gradient compaction shall be 85% (min) or equal to the requirements of the grading plans, whichever is greater. Pipe joints shall remain exposed until the completion of pressure and leakage test, unless authorized by the Architect. The top six (6) inches of backfill shall be free of rocks over one (1) inch, subsoil, rubbish and debris.
- 4. The remainder of the backfill material shall contain no lumps or rocks larger than two and one_half (2 1/2) inches, nor contain rubbish and debris.
- 5. Backfill shall be tamped or puddled to the dry density of adjacent soil. Backfill within areas of structurally compacted soils shall be returned to the original relative density as before trenching.

D. Location Wire:

1. Location wire shall be placed on top of the four inch select backfill over all mainline (pressure bearing) pipes, except copper pipe. Wire shall be No. 12 gauge copper, new or used or an approved substitute, and shall provide a continuous electrical conductor between gate valves and control valves. Each end shall be brought to the valve sleeve and two feet of wire looped free in the trench beside the valve body. This location wire may be omitted where copper hydraulic control tubing or electric control wire follows

3.3 INSTALLATION OF POLYVINYL CHLORIDE PIPE

- A. Polyvinyl chloride pipe shall be installed in such a manner so as to provide for expansion and contraction as recommended by the manufacturer.
- B. All polyvinyl chloride pipe shall lay free in the trench with no induced strain. Where there is evidence of induced pipe strain, the Contractor shall be required to make pipe cuts and install angle fittings as necessary to eliminate the strain.
- C. When a connection is plastic to metal, a female adapter shall be used. The metal nipple shall be hand_tightened, plus one turn with a strap wrench. Joint compound shall be Permatex, Type 2, or Teflon Tape.
- D. The Contractor will be required to remove and replace any fitting which induces a torque strain to the pipe.
- E. Polyvinyl chloride pipe shall be cut with a PVC pipe cutter, hand saw or hack saw with the assistance of a square and sawing vise or in a manner so as to ensure square ends. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.
- F. All plastic to plastic joints shall be solvent weld joints. Only the solvent recommended by the pipe manufacturer shall be used.

G. The solvent_weld joints shall be made in the following manner:

- 1. Thoroughly clean the mating pipe and fitting with a clean dry cloth.
- 2. Try the parts for fit. The parts should "dry_mate" between one_third and two_thirds the depth of the socket. If adequate insertion is not obtained, or bottoming occurs, try another part until a satisfactory "dry_fit" is obtained.
- 3. Apply a uniform coat of solvent to the outside of the pipe with a non_synthetic bristle brush.
- NOTE: For PVC. Type I, 1120 1220, pipe mating surface shall first be cleaned with the application of Methyl Isobutyl Ketone (MIBK) solvent. This cleaning shall be accomplished by applying MIBK solvent to the full mating surface area and wiping off with a clean cloth, repeating the process, if necessary, until no trace of shine remains (neither streaks nor spots). The use of commercial PVC solvent_cement thinners as a substitute of MIBK is not allowed.
- 4. Apply a uniform coat of solvent_weld to the fitting socket.
- 5. Re_apply a light coat of solvent_weld to the pipe and quickly insert it into the fitting.

8. Wipe off excess solvent that appears at the outer shoulder of the fitting.

- 6. Give the pipe or fitting a quarter turn to ensure even distribution of the solvents and make sure that the
- pipe is inserted to the full depth of the fitting socket. 7. Hold in position for at least 15 seconds.

wire shall be AWG #14

- 3.4 INSTALLATION OF CONTROL WIRE A. Unless otherwise specified, the installation of control wire shall include excavation and backfill, the furnishing, installing and testing of the wires, the removal and/or restoration of existing improvements and all other work
- in accordance with the plans and specifications. B. Unless otherwise specified all neutral (common ground) wire shall be AWG #12 and all pilot (valve control)
- C. At least one spare wire shall be installed from the controller clock to the most distant valve. When wire runs go in different directions from the controller clock, a separate spare wire shall be installed from the controller clock to the most distant valve in each different wire run direction.
- D. Tape and bundle all control wires at 10' o/c maximum; place wiring with 18" minimum cover. When wiring is placed in common trenches with piping, set wiring 2" from any piping.

E. All wire splicing shall take place in the valve boxes and/or pull boxes. All splices shall be made with a

mechanical connector encased in a self_curing epoxy resin which provides a permanent watertight

the Architect for recommended approval, prior to the installation of the control wire. Examples of

G. The final operating sequence of the remote control valves, within each individual controller clock, shall be as

- All direct burial control wires shall be identified as to their respective valve number and controller clock letter in all pull boxes and at all wire termination. Spare wires and "future valve" wires, if any, shall also be identified. Labels and tags shall be used for identification which are not affected by moisture or temperatures between minus 30 degrees F. and plus 200 degrees F. The labels and tags shall be resistant to abrasion, dirt, grease, and chemicals used in lawn fertilizers and conditioners. The labels and tags shall be firmly attached to the wire in every case. The Contractor shall submit samples of the labels or tags to be used, to
- nomenclature of tags or labels are as follows:
- 1. Neutral (common ground) wire = "Neutral" Clock "A" = "A.V. #1." Clock "A" 2. Pilot (valve control) wire
- Spare Wire = "Spare" Clock "A"

called out on drawings. H. Testing:

1. All direct burial control wire installed shall be tested in the following manner.

6800 INDIANA AVE, SUITE 245 DATE_ **RIVERSIDE, CALIFORNIA** 92506 LIC. #1512 **CONTRACT CITY ENGINEER** ANDSCAP PH. (951) 781-1930 RCHITEC FAX (951) 686-8091 DATE <u>11/17/22</u> LANNERS, IN SCALE:

PERRIS CIVIC CENTER **PHASE 2 LANDSCAPE**

CITY OF PERRIS

OF 7 SHEETS FILE NO.

SHEET NO.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIG ALERT

DIAL TOLL FREE

AT LEAST TWO DAYS BEFORE YOU DIG

-800-227-2600

DATE | BY | MARK| APPR. DATE DESIGNER **REVISIONS** DESIGNED BY: A.TALLEY DRAWN BY: A.TALLEY CHECKED BY:

REVIEWED BY: PREPARED BY: A.TALLEY **DESIGNER**

SPECIFICATIONS

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- a. Before any backfill material is placed over the control wires in the trench, the wires shall be tested with a meter for insulation resistance. Minimum insulation resistance to ground shall be fifty (50) megohms. Any conductor not meeting this requirement shall be replaced.
- b. After backfill encasement, the wires shall again be tested with a meter. The minimum acceptable insulation resistance to ground on this test shall be one (1) megohm. Any conductor not meeting this requirement shall be replaced.
- Provide separate common wire for each controller installed.

3.5 INSTALLATION OF VALVES

- General: Unless otherwise specified, the installation of the valves shall include excavation and backfill, the furnishing, installing and testing of risers, fittings and valves, the furnishing and installing of appurtenances, accessories, anchors and thrust blocks, the removal and/or restoration of existing improvements and all other work in accordance with the plans and specifications.
- Group control valves together as specified on the drawings with a minimum spacing of 36" between each
- Automatic control valves shall be set upright with a minimum clearance of 3" between top of cross and bottom of valve box lid. The Contractor shall brand, the identification number of the valve and clock on the outside cover of the box.

3.6 INSTALLATION OF AUTOMATIC CONTROLLERS

- Unless otherwise specified, the installation of automatic controllers shall include the furnishing, the installing, making necessary electrical connections, the testing of controllers and connection, and all other work as called for on the plans and/or in the specifications.
- B. All electrical conduit shall be P.V.C. Sunstop ULV Schedule 40 pipe & fittings.
- C. Install controllers at 5' min. away from 3 phase power.
- D. Install a separate ground rod and wire for each controller as specified on the drawings and per manufacture's specifications.
- E. Unless otherwise specified the installation of controllers shall be as detailed on plan.
- Controllers shall be tested for fourteen (14) calendar days after complete installation of the irrigation system. System shall operate automatically in the manner shown on the drawings and/or specified herein.

3.7 INSTALLATION OF IRRIGATION HEADS

- A. Unless otherwise specified, the installation of irrigation heads shall include excavation and backfill, the furnishing, installing and testing of risers, fittings and heads, the furnishing and installing of anchors and thrust blocks, the furnishing and installing of cone shaped screens at base of each head, the removal and/or restoration of existing improvements and all other work shall be in accordance with the plans and specifications.
- B. Flushing: All water lines shall be thoroughly out before heads are installed.
- C. Install drip tubing per plans and details.
- D. Install application pressure regulators in piping near device being protected, and in control-valve boxes.
- E. Install air relief valves and vacuum relief valves in piping, and in control-valve boxes.

3.8 DRAWINGS OF RECORD AND TURNOVER ITEMS

- Record Drawings: The Contractor shall provide and keep up to date, a complete record set of bond prints which shall be corrected daily and show every change from the original drawings and specifications and the exact locations, sizes and kinds of equipment. Prints for this purpose may be obtained from the Owner. This set of drawings shall be kept on the site and shall be used only as a record set.
- The drawings shall also serve as work progress sheets, and the contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspections and shall be kept in a location designated by the Owner.
- C. In order to complete the record drawings in a neat, legible manner, the contractor shall employ a competent draftsman, satisfactory to the Owner's authorize representative, to indicate the necessary changes on mylar tracings or revised CAD drawings procured from the Owner and deliver same to the Owner two weeks prior to the final review by the Architect.
- The contractor shall dimension from two (2) permanent points of reference, building corners, sidewalks, or road intersections, etc., the location of the following items:
- 1. The routing of the irrigation main lines
- 2. Connections to the existing water lines
- 3. Control valves and Butterfly valves 4. Hose Bibs
- 5. Any other pertinent underground item, if so deemed by the Landscape Architect.

Controller Charts:

- 1. Provide one controller chart for each controller supplied
- 2. Record drawings shall be recommended for approval by the Landscape Architect before charts are
- 3. These charts shall be completed and reviewed prior to final observation of the irrigation system, and prior to final payment.
- 4. Update and prepare new controller charts at end of the 1 year maintenance period.
- 5. The chart shall show the area controlled by automatic controller and shall be no larger than the 24" x 36"
- 6. The chart is to be a reduced drawing of the actual system. However, the chart shall only be reduced to a size which is completely legible.
- . Chart shall be black line print and shall be colored with a different color for each station.
- 8. The chart shall be mounted using Velcro, or an approved equal type of tape
- 9. When completed and recommended for approval, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils thick.
- F. Turnover Items, supply as part of this contract the following items:
- 1. Four (4) additional irrigation heads of each type and spray pattern shown on plans.
- 2. Five (5) drip emitters of each type and (5) poly flex risers, for each 100 emitters installed on the project. 3. Two (2) wrenches for disassembly and adjustment of each type of irrigation head shown on plans.
- 4. Two (2) keys for each automatic controller.

- 5. Two (2) service manuals for equipment installed.
- 6. Two (2) guick couplers with a 3/4" bronze hose bib, bent nose type with hand wheel and two (2) guick coupler keys to match quick couplers shown on plan.
- 7. Two (2) valve box cover keys or wrenches.
- 8. One (1) 5-foot tee wrench for operating butterfly valves 3 inches or larger.
- 9. Backflow device valve handles and Water Department inspection documentation.
- 10. 100 L.F. of drip tubing.

3.9 TESTS

A. Pressure Tests:

- 1. All pressure lines shall be tested under hydrostatic pressure of 125 pounds per square inch, and all non pressure lines shall be tested under the existing static pressure and both be proved watertight. Contractor shall provide all equipment for hydrostatic tests at no cost to the Owner.
- 2. Pressure shall be sustained in the lines for not less than two (2) hours. If leaks develop, the joints shall be replaced and the test repeated until the entire system is proved watertight.
- 3. Tests shall be observed and recommended for approval by the Landscape Architect prior to backfill.

B. Coverage Test:

- When the irrigation system is completed, the Contractor, in the presence of the Architect, shall perform a test coverage of water afforded the planting areas, complete and adequate. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage disclosed arising from his work.
- 2. Contractor shall inform the Owner's representative of any deviation from the plan required due to wind, planting, soil or site conditions that bear on proper coverage; and upon approval, perform changes to provide for proper coverage at no additional cost to the Owner.

3.10 REVIEWS

- A. Normal Progress Reviews: Normal progress reviews shall be requested from the Architect at least 48 hours in advance of any anticipated review. A review will be made by the Architect on each of the steps listed below. The Contractor will not be permitted to initiate the succeeding steps of work until he has received written approval to proceed by the inspector.
- 1. Immediately prior to the commencement of the work of the section.
- 2. Irrigation materials and equipment to be used.
- 3. After trenching and before backfill.
- 4. Completion of line testing, test to be made prior to backfill.
- 5. After placement of all heads, bubblers, emitters, valves and controllers for coverage.
- 6. Final review and receipt of "Record Drawings"/"Controller Charts".
- 7. Final acceptance of project by Owner.
- 8. In no event shall the Contractor cover up or otherwise remove from view any work under this contract without prior approval. Any work covered prior to review shall be opened to view by the Contractor, at his expense.
- B. Unprepared Review Requests: In the event the Contractor requests review of work and said work is incomplete, the Contractor shall be responsible for review cost.
- C. Completion: The work will be accepted, in writing, when the whole shall have been completed satisfactorily to the Owner and the Architect. In judging the work, no allowance for deviation from the original plans and specifications will be made unless already approved by Owner, in writing, at the proper times.
- 1. Leave the entire installation in complete operating order, free from any and all defects in material, workmanship or finish, regardless of any discrepancies and/or omissions in plans or specifications.
- 2. Remove from the site all debris and rubbish resulting from the work, and leave the installation in clean

A. General: The entire irrigation system, including all work done under this contract, shall be guaranteed against all defects and fault of material and workmanship for a period of one (1) year following the filing of the Notice of Completion. All materials used shall carry a manufacturer's guarantee of one (1) year.

Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by the Contractor at no additional expense to the Owner within ten (10) calendar days of receipt of written notice from the Owner. When the nature of the repairs as determined by the Owner constitute an emergency (e.g. broken pressure line) the Owner may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the Owner by the Contractor, all at no additional cost to the Owner.

B. Form of Guarantee: Guarantee shall be submitted on Contractors own letterhead as follows:

FORM OF GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We agree to repair or replace any defects in materials or workmanship which may develop during the period of one year from date of filing of the Notice of Completion and also the repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the Owner. We shall make such repairs or replacements within 10 calendar days following written notification by the Owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT:	
LOCATION:	
SIGNED:	
ADDRESS:	
PHONE:	

- C. After the system has been completed, the Contractor shall instruct the Owner in the operation and maintenance of the system and shall furnish a complete set of operating instructions.
- D. Any setting of trenches which may occur during the one-year period following acceptance shall be repaired to Owner's satisfaction by the Contractor without any additional expense to the Owner. Repairs shall include the

complete restoration of all damage to planting, paving or other improvements of any kind as a result of the

3.12 MAINTENANCE

- A. Maintenance of irrigation system prior to job completion, and during the Landscape Maintenance period, shall be the responsibility of the Contractor including, but not limited to, the following:
- Cleaning of plugged irrigation heads.
- 2. Irrigation heads adjustments.
- 3. Volume of water being applied (coordinate with landscape maintenance.)
- 4. Programming of the controller (coordinate with landscape maintenance.)
- 5. Repairing leaking valves, etc.
- 6. Any other problem areas which occur after installation attributed to the irrigation system.
- 7. Repair or replace equipment due to acts of vandalism, theft or pest damage. 8. Lower all seeded area heads to final grades prior to final acceptance by Owner.

3.13 PAYMENT TERMS

A. Payment for irrigation work will be at the lump sum price bid for irrigation. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in irrigation as herein specified. A 10% retention shall apply to all irrigation work.

END OF SECTION

SECTION 32 90 00 - PLANTING

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the "Standard Specifications for Public Works Construction, (SSPWC)" latest edition, shall apply except as modified herein.

1.2 SCOPE

A. All work shall be performed by a contractor with a C27 license. Work shall consist of furnishing all materials, services, and equipment necessary to completely install all landscape work as indicated on the drawings and herein specified.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Earthwork: Section 31 10 00
- B. Irrigation system: Section 32 80 00

1.4 QUALITY ASSURANCE

- A. The Contractor shall provide at least one person who shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation, and who shall direct all work performed under this Section.
- B. All plants and planting material shall meet or exceed the specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
- C. Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen, and California Department of Agriculture regulations.
- D. The Applicator of all weed control materials shall be licensed by the State of California as a Pest Control Operator and a Pest Control Advisor in addition to any subcontractor licenses that are required.
- E. All materials and methods used for Weed Abatement must conform to Federal, State, and Local Regulations.

1.5 APPROVALS

A. All irrigation system work shall be inspected for recommended approval by the Landscape Architect and/or the Owner prior to start of any work in this section.

1.6 TESTING

- A. An Agricultural Soil Suitability Report for all planting areas shall be obtained by the Contractor, after completion of rough grading, and prior to start of soil preparation work. The Contractor, at his own expense, shall submit at least four (4) site soil samples to a Soil Laboratory recommended by the Landscape Architect. Samples are to be taken from the top six inches (6") of soil in areas to receive planting. All test results and recommendations shall be provided to the Landscape Architect and/or the Owner. The requirements for fertilization and amendments as specified herein, may be modified as necessary prior to start of work in this section.
- B. After the completion of soil preparation and prior to the start of any planting, soil samples shall again be taken. Quantity and methods shall be the same as previously executed. Contractor shall not commence planting until so directed by the Landscape Architect and the Owner.

1.7 SUBMITTALS

- A. Materials lists: Within forty five (45) days after award of the Contract, submit a complete list of all materials proposed to be furnished and installed under this Section, demonstrating complete conformance with the requirements specified.
- 1. Materials list shall include the weed control materials and quantities per acre intended for use in controlling the weed types prevalent and expected on the site, as supplied by the Pest Control Advisor. Pest Control Advisor shall furnish the Landscape Contractor and Landscape Architect data to demonstrate the compatibility of the weed control materials and methods with the intended plant and
- 2. Materials list shall include nursery provided photos of trees and plant material. Each photo shall note representative height x width and box size of trees, gallon size of plants, and nursery company name/location/contact name. Quantities of each plant type shall be noted.

B. Certificates: Deliver all certificates to the Landscape Architect upon delivery to job site. Include:

- Quantity of commercial fertilizers used.
- 2. Quantity of soil amendments
- Quantity of seed.
- 4. Quantity of plant material.

1.8 PRODUCT HANDLING

A. Delivery and Storage:

- 1. Deliver all items to the job site in their original containers with all labels intact and legible at time of Landscape Architect's review.
- 2. Immediately remove from the site all plants which are not true to name, and all materials which do not comply with the specified requirements.

3. Use all means necessary to protect plant materials before, during, and after installation and to protect the

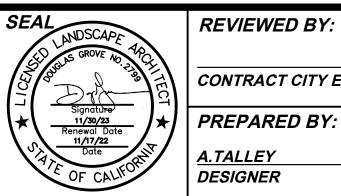
- work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the recommended approval of the Landscape Architect and at no additional cost to the Owner.

1.9 RESPONSIBILITY AND COORDINATION DURING WEED ABATEMENT

- A. During Weed Abatement procedures, the Landscape Contractor is responsible for the erection of all signs and barriers required to prevent intrusion into the treated areas and to notify the public.
- B. No material or methods used for Weed Abatement shall affect the landscape planting or hydroseed germination. No material or method shall render the job site unusable for more than ten (10) days from date of application.



DATE | BY | MARK| APPR. DATE DESIGNER **REVISIONS** DESIGNED BY: A.TALLEY CHECKED BY: DRAWN BY: A.TALLEY



DATE_ **CONTRACT CITY ENGINEER** RCHITECT DATE <u>11/17/22</u> SCALE:

ANDSCAP ANNERS, IN

6800 INDIANA AVE, SUITE 245 92506 LIC. #1512 PH. (951) 781-1930 FAX (951) 686-8091

RIVERSIDE, CALIFORNIA

SPECIFICATIONS

CITY OF PERRIS

PERRIS CIVIC CENTER PHASE 2 LANDSCAPE

L-6 OF 7 SHEETS FILE NO.

SHEET NO.

22157

CITY OF PERRIS

PART 2 - MATERIALS

All materials shall conform to the requirements of Section 212 of the Standard Specifications, except as modified herein.

2.1 LANDSCAPE FINISH GRADING

A. Site topsoil material No import soil.

2.2 NON-SELECTIVE HERBICIDES

A. Non_selective contact herbicide and/or non_selective systemic herbicides (as recommended by the Pest Control Advisor).

2.3 SELECTIVE HERBICIDES

A. Selective pre_emergent herbicides ('Ronstar G' or equal or as recommended by the Pest Control Advisor).

2.4 SOIL CONDITIONERS AND FERTILIZERS

- A. Soil conditioners may include any or all of the conditioners herein specified and shall be applied at rates indicated on the plans or as determined by the Agronomical Soils Report.
- B. Shavings: Nitrogen stabilized organic amendments derived from redwood sawdust, fir sawdust or finely ground bark of fir or pine containing the following physical properties:

Percent Passing	Sieve Size
95 - 100	6.33 mm (1/4 inch)
80 - 100	2.38 mm (No. 8, 8 mesh)
0 - 30	500 Micron (No. 35, 32 mesh)

- C. Nitrogen Content _ Dry weight 0.56% _ 0.84%
- D. Iron Content _ Minimum 0.08% dilute acid soluble Fe. on dry weight basis.
- E. Soluble Salts _ 2.5 millimohos/centimeter at 25 degrees C. as determined by maximum saturation extract method.
- F. Ash _ (Dry weight) 0 _ 6.0%
- G. Fertilizer: Commercial fertilizers with an analysis of 5_3_1 Gro_Power Plus, 16_20_0, and 12_8_8 Gro Power Controlled Release Nitrogen, as designated herein, or approved substitute as required by the Agronomical soils report.
- 1. Fertilizer shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not
- 2. Available from: Gro Power (213) 245_6849 or (714) 750_3830.
- H. Gypsum: To be agricultural grade gypsum and shall conform to Section 212_1.2 of Standard Specifications for Public Works Construction, Latest Edition.
- Iron Sulfate: Pelleted or granular form containing not less than 18.5% expressed metallic iron and shall be registered as an agricultural mineral, with the State Department of Agriculture in compliance with Article 2 _ "Fertilizer Materials," Section 1030 of the Agricultural Code.
- J. Ammonium Sulfate: Granular form containing not less than 21% nitrogen and 24% sulfur and shall be registered as an agricultural miner, with the State Department of Agriculture in compliance with Article 2 _ "Fertilizer Materials," Section 1030 of the Agricultural Code.

2.5 PLANTING TABLETS

A. Fertilizer planting tablets shall be tightly compressed commercial grade planting tablets having a 12_8_8 formula, weighting 7 grams each, as "Gro_Power" planter tablets or equal. The planting tablets shall be delivered to the site in the original, unopened containers, bearing the manufacturer's guaranteed analysis. Any damaged tablets will not be accepted.

2.6 PLANT MATERIALS

- A. Nomenclature: The scientific and common names of plants herein specified conform to industry standards. (Refer to list of plant materials on Drawings).
- B. Labeling: Each group of plant materials delivered to the site shall be clearly labeled as to species and variety and nursery source.
- C. Quality and Size:
- 1. Plants shall be in accordance with the California State Department of Agriculture's regulation for nursery inspections, rules and grading. All plants shall have a normal habit of growth and shall be sound, healthy, vigorous, and free of insect infestations, plant diseases, sun scalds, fresh abrasions of the bark, excessive abrasions, or other objectionable disfigurements. All plants shall have normally well_developed branch system, with vigorous and fibrous root systems which are not root or pot bound. In the event of disagreement as to condition of the plants furnished by the Contractor in containers will be determined by removal of earth from the roots of not less than two plants or more than 2% of the total number of plants of each species or variety. Where container grown plants are from several sources, the roots of not less than two plants of each species or variety from each source will be inspected. In case the sample plants reviewed are found to be defective, the Landscape Architect and the Owner may judge acceptability. Any plants rendered unsuitable for planting because of this review will be considered as samples and will be provided at the expense of the Contractor.
- 2. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special Conditions or Drawings. The minimum acceptable size of all plants measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the Drawings in the list of plants to be furnished. Plants larger in size than specified may be used with the recommended approval of the Landscape Architect, but the use of larger plants will make no change in contract price. If the use of larger plants is recommended for approval, the ball of earth or spread of roots for each plant shall be increased proportionately.
- D. Rejection or Substitution: All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants at the contractor's expense. The plants shall be of the species, variety, size and condition specified herein or shown on the drawings. Under no condition will there be any substitution of plants or sizes for those listed on the accompanying plans, except with the expressed consent of the Landscape Architect.

- E. Pruning: At no time shall the tree or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the recommended approval and when in the presence of the Landscape Architect.
- F. Protection: All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury.
- G. Right of Review: The Landscape Architect reserves the right to recommend approval or rejection at any time upon delivery or during the work, any or all plant material regarding size, variety or condition.

2.7 MULCH

A. Ground wood product shall be Type I, as specified in the "Standard Specifications for Public Works Construction," latest edition, Section 212 1.2.4.

PART 3 - EXECUTION

Installation shall conform to the requirements of Section 308 of the "Standard Specifications," except as modified herein.

3.1 GENERAL

A. Prior to the start of work of this Section, all trash and deleterious materials on the surface of the ground shall be removed and legally disposed of.

3.2 WEED ABATEMENT

- A. Prior to the installation of the irrigation system, all weed growth shall be removed within the areas designated to be cleared and grubbed. Refer to plans for limit of work.
- 1. If in the opinion of the Pest Control Advisor, perennial grasses and weeds existing in the planting areas will require control prior to removal, spray these areas per Pest Control Adviser's recommendations. Allow herbicide to kill all weeds. Rake or hoe off all dead weeds to a depth of one to two inches (1" to 2") below the surface of the soil. Physically remove all weeds from the site.
- B. Upon completion of the irrigation system and rototilling of soil amendments into the soil and immediately preceding the installation of plant material, perform weed abatement as follows, and per Pest Control Advisors recommendation.
- 1. Apply Sulfate of Ammonia at the rate of five pounds (5 lbs.) per one thousand square feet (1,000 sf.) to all planting areas.
- 2. Irrigate area for fourteen (14) consecutive days, to germinate existing weed seeds.
- 3. Apply by spray a non_selective herbicide to eradicate all existing weeds. Do not irrigate for seven (7) days after application.
- 4. Remove weeds after herbicide has had time to sufficiently kill. Remove all dead weeds by rake or hoe to a depth of one to two inches (1" to 2") below the surface of the soil. Remove all weed residue and top growth and dispose of in a legal manner.

3.3 SOIL PREPARATION AND FINE GRADE

- A. Soil Preparation: Prior to spreading soil amendments and prior to installation of irrigation systems, crossrip or otherwise till to a depth of ten inches (10") all planting areas to receive soil preparation. All rock one inch (1") and larger shall be removed to a depth of twelve inches (12"). Dispose of all debris off_site in a legal manner.
- B. Planting Areas: To all planting areas (turf, shrub and groundcover), uniformly broadcast soil amendments and thoroughly incorporate to a minimum six inch (6") depth by means of a rototiller or equal.
- C. Soil Amendments are to be thoroughly incorporated at the following rates per one thousand square feet (1,000 sf.) by rototilling or other approved method:

3 cu. yds. Nitrogen stabilized organic amendment

200 lbs. 5_3_1 commercial fertilizer

10 lbs. Iron Sulfate*

50 lbs. Agricultural Gypsum

(Mix to be used for bidding purposes only, to be verified with Agronomical Soils Test.) * Care shall be taken when using or handling Iron Sulfate to avoid contact with cement.

D. Finish Grade:

- 1. Rough grade has been left within one tenth (1/10) of one foot (1') of finish grade.
- 2. Work such as fine grading and light cultivation are required of all planting areas indicated on plan to prepare grades prior to seed or stolon planting.
- 3. After approximate finished grades have been established, all soil areas shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve inches (12").

3.4 FINAL GRADES

A. After the foregoing specified deep watering, minor modifications to grade may be required to establish the final grade. These areas shall not be worked until the moisture content has been reduced to a point where working it will not destroy soil structure.

B. Finish grading shall ensure proper drainage of the site.

- C. Finished earth berm surfaces shall be smooth and even between contours; shapes shall be to the satisfaction of the Landscape Architect.
- D. All areas shall be graded so the final grades will be one inch (1") below adjacent paved areas, sidewalks, valve boxes, clean_outs, drains, manholes, etc.
- E. All shrub areas to receive one inch (1") of bark chips.
- F. Surface drainage shall be away from all building foundations.
- G. Eliminate all erosion scars.
- H. The Contractor shall request a review by the Landscape Architect for recommended approval of the final grades and elevations before beginning planting operations.

3.5 PLANTING INSTALLATION

A. All planting and bare dirt areas (except areas to receive hydroseed) are to be treated with a pre-emergent chemical (subject to approval by Landscape Architect prior to application). Chemicals are to be applied by a licensed by a Pest Control Agent at the rates recommended by the manufacturer. This treatment shall be applied at the following times during the contract: a) before planting, b)at the beginning of plant

establishment period and c) at the end of the plant establishment period. No chemicals shall be applied other than in the presence of the inspector.

- B. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice, as reviewed by the Landscape Architect.
- C. All irrigation work shall have been reviewed by the Landscape Architect prior to beginning any planting.
- D. Installation of all plant material shall be in accordance with the details on the Planting Plans.
- E. Locations for plants and outlines of areas to be planted shall be marked on the ground by the Contractor before any plant pits are dug. All such locations shall be reviewed by the Landscape Architect and Owner/Agent. If an underground construction or utility line is encountered in the excavation of planting areas, notify Landscape Architect so that other locations for planting may be selected.

F. Excavation for Planting:

- 1. Excavation for planting shall include the stripping and stacking of all acceptable topsoil encountered within the areas to be excavated for trenches, tree holes, plant pits and planting beds.
- 2. Protect all areas from excessive compaction when trucking plants or other material to the planting site.
- 3. All excavated holes shall have vertical sides with roughened surfaces and shall be of a size that is at least two times the width and depth of the original plant container. The holes shall be, in all cases, large enough to permit handling and planting without injury or breakage to the roots or root ball.

G. Planting:

- 1. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these Specifications.
- 2. No more plants shall be distributed in the planting area on any day than can be planted and watered on
- 3. Containers shall be cut and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken, and they shall be planted and watered as herein specified immediately after the removal from the containers. Containers shall not be cut prior to placing the plants in the planting area.
- 4. The amended surface soil can be used for backfill around trees and shrubs; where additional quantities are required, use the following formula (thoroughly blended):

2 lbs/cy

- a. Native On_Site Soil (No rock larger than 1") 6 parts
- b. Nitrolized Wood Shavings 4 parts
- c. Commercial Fertilizer Gro Power Plus, 5 3 1 15 lbs/cy
- d. Iron Sulfate e. For Acid Loving Plants
- 1) 80% Course Peat Moss
- 2) 20% Sponge Rock or Light Soil Mix
- (Mix to be used for bidding purposes only, to be verified with Agronomical Soils Test).
- 5. Three inches (3") of amended backfill shall be thoroughly mixed with three inches (3") of native soil at the bottom of each hole to provide a transitional soil mix of at least six inches (6") between the native soil
- 6. Backfill shall be placed at the bottom of each hole, and thoroughly compacted to a height that when a plant is placed in the hole, its root crown is slightly above the established final grade. Any plants which settle deeper than specified above shall be raised back to the correct level. After the plant has been placed, additional backfill shall be added to the hole to cover approximately one_half the height of the root ball. At this stage, water shall be added to the top of the partly filled hole to thoroughly saturate the root ball and adjacent soil.
- 7. After the water has completely drained, fertilizer tablets shall be placed as indicated below:
- a. 3 tablets per one gallon container.
- b. 6 tablets per five gallon container.
- c. 12 tablets per fifteen gallon container.
- d. 14 tablets per 24" box container.
- e. 18 tablets per 36" box container The remainder of the hole shall then be backfilled.
- 8. Set the tablets to be used with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified.
- 9. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least two inches (2") of water. Basins shall be of a size suitable for the individual plant. In no case, shall the basin for a fifteen (15) gallon plant be less than four feet (4') in diameter; a five (5) gallon plant less than three feet (3') in diameter; and a one (1) gallon plant less than two feet (2') in diameter. the basins shall be constructed of amended backfill material. Rake out basins prior to planting lawn areas or groundcover areas.
- H. Pruning: Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one third (1/3) of the branching structure. Upon recommended approval of the Landscape Architect, pruning may be done before delivery of plants, but not before plants have been reviewed and recommended for approval. Cuts over three quarters of an inch (3/4") in diameter shall be painted with an approved tree wound paint.

3.6 WATERING

- A. Apply water to all planted areas during operations and thereafter, until acceptance of the work.
- B. Immediately after planting, apply water to each shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots are completely saturated from the bottom of the hole to
- C. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas sufficiently moist at all times, well below the root system of grass and plants.
- D. Intervals between irrigation (OFF) sequence should be judged by the length of the time mulch remain damp. Once the mulch begins to dry out, the water (ON) sequence should be repeated.

3.7 ESTABLISHMENT AND MAINTENANCE PERIOD

- A. The Contractor shall continuously maintain all areas involved in this contract during the progress of the work and during the establishment and maintenance period until final acceptance of the work by the Owner.
- B. Plant establishment period: The contractual establishment period shall be for no less than thirty (30) continuous calendar days. The contractual establishment period begins on the first day after all planting in this project is completed and accepted and the planted areas are brought to a neat, clean and weed free
- 1. Any day upon which no work will be required, as determined by the Landscape Architect, will be credited as one of the plant establishment working days regardless of whether or not the Contractor performs
- 2. Any day when the Contractor fails to adequately maintain plantings, replace unsuitable plants or do weed

- control or other work, as determined necessary by the Landscape Architect, will not be credited as one of the plant establishment working days.
- 3. In order to carry out the plant establishment work, the Contractor shall furnish sufficient men and adequate equipment to perform the work during the plant establishment period.
- 4. Improper maintenance or possible poor condition of any planting at the termination of the scheduled establishment period may cause postponement of the final acceptance of Plant Establishment. Contractor shall bear all costs for extension of the Plant Establishment period.
- C. Plant Maintenance Period: The contractual maintenance period shall be no less than ninety (90) continuous calendar days, and shall begin at the acceptance of the Plant Establishment Period.
- 1. All areas shall be kept free of debris, and all planted areas shall be weeded at intervals of not more than ten (10) days. Watering, trimming, fertilization, spraying and pest control, as may be required, shall be included in the maintenance period. Maintenance shall include pest control (squirrel, gopher, rabbits,
- 2. Post fertilize all turf areas at the end of every 30 days (of maintenance) at the rate of five pounds (5 lbs.) per one thousand square feet (1,000 s.f.) using ammonium sulfate, evenly applied and thoroughly watered in. Post fertilize all groundcover areas at the end of every thirty (30) days (of maintenance) at the rate of thirty pounds (30 lbs.) per one thousand square feet (1,000 s.f.), using 5_3_1 Gro_Power. For the final feeding of all areas, use 12 8 8 Gro Power Controlled Release Nitrogen at the rate of thirty pounds (30 lbs.) per one thousand square feet (1,000 s.f.).
- 3. The Contractor shall maintain the irrigation systems in a like new operating condition; adjusting head heights and spray arcs as necessary. The Contractor is responsible for proper watering of all planting areas, for providing any necessary supplemental water as may be required, and shall replace any material damaged due to improper moisture.

4. During the maintenance period, the Contractor shall be responsible for maintaining adequate protection

- for all planting areas. Any damaged areas shall be repaired and any plant materials replaced at the Contractor's expense. 5. The Contractor's maintenance period will be extended past ninety (90) days if these provisions are not

3.8 GUARANTEE AND REPLACEMENT

- A. All plant material installed under the contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year. Any plant found to be dead or in poor condition due to such faulty materials or workmanship, as determined by the Landscape Architect, shall be replaced by the Contractor at his expense.
- B. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. The Landscape Architect shall be the judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the contractor within fifteen (15) days of written notification by the Owner.
- C. Replacement shall be made to the same specifications required for original plantings within five (5) working days after written notification.
- D. Material and Labor involved in the replacing of material shall be supplied by the Landscape Contractor at no additional cost to the Owner.

3.9 REVIEWS

- A. Normal progress reviews shall be requested from the Landscape Architect at least forty_eight (48) hours in advance of an anticipated inspection. A review will be made by the Landscape Architect on each of the steps listed below. The Contractor will not be permitted to initiate the succeeding steps of work until he has received written recommendation of approval to proceed by the Landscape Architect.
- 1. Immediately prior to the commencement of the work on this Section.
- 2. Spotting of all shrubs, trees and palms, and minor adjustments prior to planting.
- 3. Preparation of areas to groundcover and turf installation. 4. Final review, start of establishment & maintenance period

6. Final acceptance of project/ninety (90) day maintenance.

5. After thirty (30) day plant establishment & maintenance

3.10 PAYMENT TERMS

A. Payment for planting work will be at the lump sum price bid for planting. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in planting as herein specified. A 10% retention shall apply to all planting work.

END OF SECTION

DIG ALERT DIAL TOLL FREE -800-227-2600 AT LEAST TWO DAYS BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DATE | BY | MARK| APPR. DATE CITY DESIGNER **REVISIONS** DESIGNED BY: A.TALLEY CHECKED BY: DRAWN BY: A.TALLEY

DESIGNER

REVIEWED BY: DATE __ **CONTRACT CITY ENGINEER** ANDSCAP RCHITECT PREPARED BY: DATE <u>11/17/22</u> SCALE: A.TALLEY

92506 LIC. #1512 LANNERS, IN

6800 INDIANA AVE, SUITE 245 **RIVERSIDE. CALIFORNIA** PH. (951) 781-1930 FAX (951) 686-8091

SPECIFICATIONS

CITY OF PERRIS

PERRIS CIVIC CENTER PHASE 2 LANDSCAPE

CITY OF PERRIS

L-*1* OF 7 SHEETS FILE NO. *22157*

SHEET NO.

BID DOCUMENTS

FOR

CITY OF PERRIS

CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2 (CIP# F055) (P8-1333)

PREPARED BY:

Tri Lake Consultants, Inc.

Stuart E. McKibbin, City Engineer

City of Perris



BID OPENING – December 22, 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: Civic Center Circulation & Parking Improvements Phase 2 (CIP# F055) (P8-1333)

Bid Opening Date: December 22, 2022 @ 2:00 p.m.

Expected Bid Award Date: January 10, 2023

Anticipated Start Date: February 13, 2023

Construction Time: 80 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 in the City of Perris's City Hall Campus specifically the parking lot of building 227 N. D Street, Perris, CA 92570. The projects general work consists of the pulverizing and repaving of the parking lot, the construction of concrete items such as pathways and driveways, the installation of lighting throughout the project, and installation of landscaping and irrigation system.

Engineer's Estimate is \$1,550,000

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 22, 2022 for Civic Center Circulation & Parking Improvements Phase 2 Project CIP# F055.

The project is located in the City of Perris's City Hall Campus specifically the parking lot of building 227 N. D Street, Perris, CA 92570. The projects general work consists of the pulverizing and repaving of the parking lot, the construction of concrete items such as pathways and driveways, the installation of lighting throughout the project, and installation of landscaping and irrigation system. 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 12, 2022. Answers will be posted on Active Bidder on or before December 16, 2022.

The successful bidder shall begin and complete all work within 80 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.

This contract is subject to a Community Workforce Agreement ("CWA") between the City Council of the City of Perris, the San Bernardino/Riverside Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). The CWA establishes the workforce relations policies and procedures for the City and for the craft employees represented by the

Unions engaged in the city's Placentia Avenue Widening Project ("Project").

By submitting a bid, the Contractor agrees that if awarded the contract the CWA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute the Letter of Assent attached as Attachment "A" to the CWA prior to award. Contractor shall include in any subcontract a requirement that the subcontractor, and subsubcontractors of all tiers, become signatory to and bound to the CWA with respect to the subcontracted work. Contractor will also be required to have all subcontractors of all tiers execute the letter of assent attached as Attachment "A" to the CWA prior to such subcontractor performing any work on the project.

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 22, 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 80th 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.
- 34. This contract is subject to a Community Workforce Agreement ("CWA") between the City Council of the City of Perris, the San Bernardino/Riverside Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions singing this Agreement (collectively, the "Union" or "Unions"). The CWA establishes the workforce relations policies and procedures for the City and for the craft employees represented by the Unions engaged in the City's Placentia Avenue Widening Project ("Project"). By submitting a bid, the Contractor agrees that if awarded the contract the CWA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute the Letter of Assent attached as Attachment "A" to the CWA prior to award. Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the CWA with respect to the subcontracted work. Contractor will also be required to have all subcontractors of all tiers execute the letter of assent attached as Attachment "A" to the CWA prior to such subcontractors performing any work on the project.

8

BID FORM

Bid Date: December 22, 2022

Time: 2:00 p.m.

Place: Active Bidder Website

Project: Civic Center Circulation & Parking Improvements Phase 2

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 80th 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
has not	participated in a previous	contract or subcontract subject to the equal
opportunity clause, a	as required by Executive Or	ders 10925, 11114, or 11246, and that, where
required, he has filed	l with the Joint Reporting C	ommittee, the Director of the Office of Federal
Contract Compliance	e, a Federal Government con	tracting or administering agency, or the former
President's Committe	ee on Equal Employment O	pportunity, all reports due under the applicable
filing requirements.		
	Name	Date

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 p	proposed work as a representative of your
Name (please print)	Date of Inspection
Bidder acknowledges receipt of t	he following Addenda:
	Dated
	Dated
	Dated
	Dated
Bidder's Signature	
Contractor's California	Type of License
License No.	
Name of License Holder	Expiration Date

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

CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2

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	\$	<u></u>
4	1	L.S.	SIGNING, STRIPING AND PAVEMENT MARKINGS	\$	\$
5	1	L.S.	CLEARING & GRUBBING	\$	\$
6	1	L.S.	RELOCATE EXISITING FACILITIES	\$	\$
7	1	L.S.	EXCAVATION, EARTHWORK AND CONCRETE REMOVALS	\$	\$
8	1	L.S.	REMOVE WATER AND SEWER FACILITIES	\$	<u></u> \$
9	8	EA	REMOVE LARGE TREES	\$	<u></u> \$
10	1105	S.F.	COLD MILL	\$	<u></u>

11	671	C.Y.	PULVERIZE – FULL DEPTH RECLAMATION	\$ \$
12	361	C.Y.	PLACEMENT – FULL DEPTH RECLAMATION	\$ \$
13	711	TN	ASPHALT CONCRETE	\$ \$
14	1	L.S.	DECORATIVE BOLLARDS	\$ \$
15	1	L.S.	PARKING LOT LIGHTS	\$ \$
16	1	L.S.	FLOOD LIGHTS	\$ \$
17	2	EA	STEEL BOLLARDS	\$ \$
18	195	S.F.	RIPRAP	\$ \$
19	1	EA	REFURBISH HANDRAILS	\$ \$
20	327	L.F.	INSTALL 2" WATER LINE	\$ \$
21	1	EA	INSTALL 2" BACKFLOW	\$ \$
22	3	EA	RELOCATE WATER VALVES AND WATER LINES	\$ \$

				T.	
23	153	L.F.	INSTALL 4" SEWER LATERAL	\$	\$
24	4	EA	INSTALL 4" SEWER CLEANOUT	\$	\$
25	8	L.F.	INSTALL 8" SEWER PIPE	\$	\$
26	2	EA	ADJUST CLEANOUT COVER TO GRADE	\$	\$
27	96	L.F.	CONSTRUCT BLOCK WALL WITH FENCE	\$	\$
28	90	L.F.	CONSTRUCT BLOCK SLOUGH WALL	\$	\$
29	184	L.F.	CONSTRUCT WROUGHT IRON FENCE	\$	\$
30	1	EA	REMOVE AND INSTALL MOUNITING PEDESTAL WITH AUTOMATIC GATE OPENER KEYPAD	\$	\$
31	2	EA	BIORETENTION FACILITY	\$	\$
32	2	EA	GRAVEL INFILTRATION BASIN	\$	\$
33	60	L.F.	6" PVC SCHEDULE 40 DRAIN PIPE	\$	\$
34	9	EA	12" NDS CATCH BASINS	\$	\$

35	160	L.F.	4" PVC SCHEDULE 40 DRAIN PIPE	\$ \$
36	4	EA	CISTERN ASSEMBLY	\$ \$
37	4	EA	MODIFY EXISTING ROOF DRAIN	\$ \$
38	1	EA	DRAIN BUBBLER SYSTEM	\$ \$
39	1	L.S.	CONCRETE PAVEMENT	\$ \$
40	1560	L.F.	TYPE D CURB	\$ \$
41	8604	S.F.	SIDEWALK	\$ \$
42	1517	S.F.	COMMERCIAL DRIVEWAY	\$ \$
43	270	L.F.	TYPE A-6 CURB AND GUTTER	\$ \$
44	1	EA	CASE CM CURB RAMP	\$ \$
45	3	EA	CASE CH RAMP	\$ \$
46	2	EA	TYPE A PASSAGEWAY	\$ \$

47	2	EA	CAST IN PLACE CONCRETE ACCESS RAMP	\$ \$
48	265	S.F.	4' WIDE RIBBON GUTTER	\$ \$
49	45	L.F.	TYPE A-8 CURB AN GUTTER	\$ \$
50	115	S.F.	PCC SAFETY EDGE	\$ \$
51	1	EA	PARKWAY DRAIN PER RCTD	\$ \$
52	1	EA	PARKWAY DRAIN PER SPPWC	\$ \$
53	2	EA	CURB DRAIN	\$ \$
54	3	EA	CURB CUT INLET	\$ \$
55	1	L.S.	LANDSCAPING	\$ \$
56	1	L.S.	IRRIGATION	\$ \$

TOTAL ITEMS 1-56:	\$(Figures)
Written Total (Bid Items 1-56)	

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 - 56.

- 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

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and_ held and	firmly	bound	unto t	he CITY	OF	PERRIS	as A	Agenc	_		ety, are he	reby
,	gns. (No	•		_		•		ally bi	ind o	ourse	payment lves, succes to 10% of	ssors
Signed, th	nis		day of				,	20				

The Condition of the above obligation is such that whereas the Principal has submitted to the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2

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

be addressed to:

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)		Anı	nual Gross Receipts
		Amount	Subcontracted	DIR Reg Number			ĺ	
NAME								< \$1 million
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City, State							<u> </u>	< \$15 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:

Photocopy this form for a	dditional firms.						
were not selected to partici	pate as a subcontractor on	this project.			l		
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
		Amount	Subcontracted	DIR Reg Number	()		İ
NAME							< \$1 million
							< \$5 million
City State							< \$10 million
City, State							< \$15 million Age of Firm in
							years
NAME							< \$1 million
							< \$5 million
City Ct-t-							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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011 01 1							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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							< \$10 million
City, State							< \$15 million
							Age of Firm in
NAME							years < \$1 million
I W HAIL							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in
			1				years

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 Print
Title	Address
Date	
Contractor's California License No.	Type of License
Name of License Holder	Expiration Date
THE REPRESENTATIONS MADE PERJURY.	HEREIN ARE MADE UNDER PENALTY OF
Federal I.D. No.	
(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

27

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	

28

CERTIFICATION OF BIDDER REGARDING NON-SEGREATED FACILITIES

Project Name:	
Name of Bidder:	
The above named Bidder hereby certifies	s that:
establishments, and that I so no permit munder my control, where segregated facilities: means any w restaurants, and other eating areas, time olots, drinking fountains, recreation or ent provided for employees which are segregate basis of race, color, religion, national otherwise.	loyees any segregated facilities at any of my my employees to perform their services at any location, lities are maintained. As used in this certification the raiting rooms, work areas, restrooms, wash rooms, clocks, locker rooms, or other dressing areas, parking tertainment areas, transportation, and housing facilities gated by explicit directive or are in fact segregated on a origin, or because of habits, local customs, or eations from all proposed subcontractors prior to the 0.
DATED:	
	Signature
	Print name and Title
California License No.	Type of License
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 engaged in the contracting business under his present business name for _________years.

years.	aged in the contraction	ng business unde	i iiis prese	ne business	
Bidder's experience in Specification extends		• •	nagnitude i	to that set fo	orth in the
Bidder, as Contractor follows:	r, has satisfactorily co	ompleted all Cont	racts awar	ded to him,	except as
(Name any/all excepnecessary.)	otions and reasons	and attach and	designate	additional	pages if
					_
Within the last three covering work similar following owners (name	r in type and magnitu	ide to that set for	-	U	
Name & Address	Representative	Type of Work,	Year		
of Owner/Agency	and Telephone	Completed &	\$ Amount		

(P8-1333) 30

Bidder shall attach and properly designate additional pages, if necessary.

NOTICE OF AWARD

<u>CITY OF PERRIS</u> CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2

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 22, 2022 and Information for Bidders for the above mentioned project.

You are hereby notified that your Bid has been accepted in the amount of \$
and the Extract of Public Works contract Award has been forwarded to the California Department of Industrial Relations and the Division of Apprenticeship Standards.
You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Labor and Material Payment Bond, Contract Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice Anticipated 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
WITH BID PROPOSAL

**

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONS	STRUCTION CONTRACT ("Contract") is made and entered	
into as of the date executed by the	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 Construction	n Contingency amount if approved by the City pursuant to this	
Contract.		
WHEREAS, pursuant to the No declared on the date specified in s	otice Inviting Bids, bids were received, publicly opened, and said Notice, and;	
WHEREAS, City did accept the Bid") and;	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:	
JOB NO.:	P8-1333	
DESCRIPTION:	Civic Center Circulation & Parking Improvements Phase 2	
LOCATION: 227 North D Street Perris, CA 92570		

(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 80 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. NON-DISCRIMINATION**: 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.** ACCOUNTS AND RECORDS: 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.** <u>AUTHORITY TO EXECUTE</u>: 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	of California			
Contra	actor's License No:	I	Expirati	on Date:
Contra	actor's Business Tele. #: ()	I	Emerge	ncy Tele. #: ()
	Contract	tor Name:		
		Address:		
	(SEAL)			
	ture must be that of a duly authorize must be officers of the company.)	zed represe	entative	(Corporations require two signatures
By:			By:	
J	(Signature)		J	(Signature)
	(Print Name)			(Print Name)
	(Date)			(Date)
Title:			Title:	
		<u>City</u>		
City o	f Perris			
	Attest to:			
	City Clerk			City Manager
	Date			

CERTIFICATE OF CONTRACTOR

I,	, certify that I am a/the
nartnership or specify corporate of	(designate sole proprietor, partner in fice, e.g., secretary) in the entity named as CONTRACTOR in
the foregoing contract.	nee, e.g., secretary) in the charty named as Corving Corving
I hereby expressly certify that the n	name of the entity to which I am
complied with all applicable laws	; 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	
"Contractor") an agreement dated	`
CIVIC CENTER CIRCULATION & PARKING IMP	ROVEMENTS PHASE 2 (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 Codeducted, 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 attease suit is brought on the bond;	r its Subcontractors, shall fail to pay for teams used in, upon, for or about the work or labor done thereon of any kind, Code, 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	and to any and all
materialmen, persons, companies or corporations furnish other supplies used in, upon, for or about the performance of	of the said Public Work, and all persons,
companies, or corporations renting or hiring teams,	± ·
contributing to said Public Work to be done, and all pers	
same and all persons supplying both work and mater	1 0
Contractor, in the sum of	
(\$), said sum being not less than 100	1
the said Obligee under the terms of the said Public Work	
truly to be made, we bind ourselves, our heirs, execute assigns, jointly and severally, firmly by these presents	ors and administrators, successors and
assigns, joining and severally, mility by these presents	

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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.

day of	_, 20	<u>.</u>	
		PRINCIPAL:	
		By	-
		SURETY:	
		By	- -
		ByAttorney-in-Fact	
	0 as an	executing Bonds must appear on the Treasury nended) and be authorized to transact business addressed to:	_
(Name and Address of Surety	<i>i</i>)		-
			-
(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)	y		-

STATE OF CALIFORNIA		
COUNTY OF)	
On this day of	, in the year	, before me,
	, a Notary Public in and t	for said state,
personally appeared		, known to
me, or proved to me on the businesseribed to the within instrum	pasis of satisfactory evidence,	to be the person whose name is
Attorney-in-Fact of the		
(Surety) and acknowledged to n	ne that he subscribed the name	of the
	(Surety) thereto and his
own name as Attorney-in Fact.		
Notary P	ublic in and for said State	
(SEAL)		
Commission expires		
NOTE: A copy of the Po		sentatives of the bonding company

CERTIFICATE OF CONTRACTOR

I,	, certify that I am a/the	
office) of the Contractor names a	(specify either partner or specific corporate as 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 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 he awarded to	ereinafter as "Obligee" has
(hereinafter designated as the "Contractor"), a contract for the work des	scribed as follows:
CIVIC CENTER CIRCULATION & PARKING IMPROVEMEN	TS PHASE 2 (hereinafter
referred to as the "Public Work Contract"); and	
WHEREAS, the work to be performed by the Contractor is more pacertain contract for the said Public Work dated, (here "Public Work Contract"), which Public Work Contract is incorporated and	reinafter referred to as the
WHEREAS, The Contractor is required by said Public Work Contract to and to provide a bond both for the performance and guaranty thereof:	o perform the terms thereof
NOW, THEREFORE, we, undersigned Contractor, as Principal, and	, 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 Cal	ifornia, as Surety, are held
and firmly bound unto the Dollars (\$), said s	in the sum of
Dollars (\$), said s	um being not less than 100
percent of the total amount payable by the said Obligee under the term	
Contract, for which amount well and truly to be made, we bind ourselve administrators, successors and assigns, jointly and severally, firmly by	
THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the both heirs, executors, administrators, successors or assigns, shall in all things well and truly keep and perform the covenants, conditions and agreeme Contract and any alteration thereof made as therein provided, on his performed at the time in the manner therein specified, and in all respect and meaning; and shall faithfully fulfill the guarantee of all material indemnify and save harmless the Obligee, its officers and agents, as stip Contract, then this obligation shall become null and void; otherwise it	s stand to and abide by, and nts in the said Public Work or its part, to be kept and its according to their intent als and workmanship; and

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the 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:	
	BY	
The rate of premium	Attorney-in-Fact on this bond is per thousand.	
	premium charged: \$	(The above must be filled in by
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

(P8-1333)

THIS IS A REQUIRED FORM

Any claims under this bond may 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)			

THIS IS A REQUIRED FORM

STATEOR	F CALIFORNIA)	
		SS.
COUNTY	OF	
On this	day of	, in the year, before me,
		, a Notary Public in and for said state,
personally	appeared	, known to
me, or pro		is of satisfactory evidence, to be the person whose name is
•	n-Fact of the	
(Surety) an	nd acknowledged to me	that he subscribed the name of the
		(Surety) thereto and his
own name	as Attorney-in Fact.	
		Notary Public in and for said State
(SEAL)		
Commissio	on expires	
NOTE:	A copy of the Power	er of Attorney to local representatives of the bonding company

CERTIFICATE OF CONTRACTOR

, certify that I am a/the
y either partner or specific corporate office) of
renced bond. I further certify that the Principal
all applicable laws and regulations and that I
Principal to execute this bond.
By
~
Contractor's California License No.
N CI' II 11
Name of License Holder
Tymo of License
Type of License
Expiration Date
י

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>CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS</u>

PHASE 2

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 ca e than one company, a separate certificate, using this

(P8-1333)

format, shall be provided for each company.

STATE OF CALIFORNIA)	
) ss.	
COUNTY OF)	
On this day of	, 20 before me personally came
	known to me or proved to me on the basis of
satisfactory evidence, who being duly	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 sign 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:	CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2
TYPE OF INSURANCE:	COMPREHENSIVE GENERAL LIABILITY INSURANCE
	he policies of insurance listed below have been issued by the aformance with the requirements set forth in the Agency's Contract icies are now in force.
	ast 45 days advance written notice by registered mail to the Agency terial change or cancellation of said policies.
Nothing contained in this Cerexisting insurance coverage.	rtificate of Insurance shall be construed as an amendment to an
Policy Date Number Effective Expira	Limits of Liability ation Bodily Injury Property Damage
The following types of cover	age are included in this policy (indicated by "X" in space):
The following types of cover-	age are included in this policy (indicated by "A" in space).
Manufacturers' and C	ontractors' Yes No
Owners' and Contract	
Blanket Contractual	Yes No
Completed Operation	Yes No
Owned Automobiles	Yes No
Hired Automobiles	Yes No
Non-Owned Automob	oiles Yes No No
Broad Form Property	
"XCU" Exposure	Yes No
Business automobile liability	insurance or equivalent form with a combined single limit of not
(P8-1333)	59

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.

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
me,			
state, personally appeared			,
known to me, or proved to me	on the basis	of satisfactory e	vidence, to be
the person whose name is subs	scribed to the	within instrume	ent as the
Attorney-in-Fact of the			
(Surety) and acknowledged to	me that he su	ubscribed the nar	me of the
		(Sur	ety) thereto and his
own name as Attorney-in Fact	•	,	
	Notar	ry Public in and f	For said County and State
(SEAL)			
Commission expires			

NOTICE TO PROCEED

TO:	
	
Project Description: <u>CIVIC CENTER CIRCUL</u> PHASE 2	ATION & PARKING IMPROVEMENTS
You are hereby notified to commence Wo	rk in accordance with the Contract dated I work within the right-of-way on or before 100
working days.	<i>y</i> ,
You are required to return an acknowledged copy	of this Notice to Proceed to the Agency.
Dated this day of	
City of	Perris
Ager	ncy
By <u>Con</u>	tract City Engineer
Stuart E. McKibbin Title	:

ACCEPTANCE OF NOTICE

Receipt of the N	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
	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

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 PUBLIC WORKS CONTRACT AWARD

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1, NAME OF GENERAL CONTRACTOR			2. CONTRACT	OR'S LICENSE NO
				20
3. MAILING ADDRESS (STREET NUMBE	R OR P.O. BOX)	4. CITY	1	30
		S. ZIP CODE		6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT	T EMAIL ADDRESS	8. ADDRESSILO COUNTY):	CATION OF PUBLIC	WORKS SITE (INCLUDE CITY AND
9 NAME OF PROJECT	-	10,00	Sa. County	
10. CONTRACT NUMBER	11. PROJECT NUMBER	12 DOLLAR AM	OUNT OF CONTRA	CTAWARD
13 . FIRST ADVERTISED BID DATE MONTH DAY YEAR	14 CONTRACT AWARD DATE MONTH DAY YEAR	ITEM 12 (see in		COSTS, IF DIFFERENT FROM
	18, B		TUTE, IF ANY, APP	LIES TO THIS PROJECT?
16. STATE CONSTRUCTION BONDS If YES, List the Sources and Dollar Amou SOURCES	YES NO ant of Bond Proceeds: DOLLAR AMOUNT	PROGRAM (LCF	P) FOR THIS PROJE YES	NO
· ~	0 -00			AGREEMENT (PLA) ASSOCIATED e email a copy to <u>cmupia@dir.ca.gov</u>
19. STARTING DATE (ESTIMATED OR A	S. J. Whoo	nom .	N DATE (ESTIMATE	ED OR ACTUAL) (MM/DDYYYY)
21. BRIEF DESCRIPTION OF WORK TO	BE PERFORMED	100000		REMODELING REPAIR OR MAINTENANCE
23. CLASSIFICATION OR TYPE OF WOR	KER (CARPENTER, PLUMBER, ETC.) TH	AT WILL BE EMPLOYED BY	THE CONTRACTO	R(0)
24. Is language included in the Cont	ract Award to effectuate the requireme 5, 1777.5, 1813, and 1815 of the Labor		YES	NO
25. SIGNATURE	26. TITLE		27. DATE	
28. PRINTED OR TYPED NAME	29. E-MAIL ADDRESS		30. TELEPHON	ENUMBERS
	d contact information of person respon			
31. NAME	32. TITLE	33. E-MAIL /	ADDRESS	34. TELEPHONE NUMBER

Duplication of this form is permissible

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

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

	Listing of	Sub Contractors		
Con. Lic.#	Contractor	Classification of workers		5
	F-121-5			
				_ ()

Provided rose the Contract Application information

Provided rose the Contract Application information information

Provided rose the Contract Application information inf

DIR-PWC 100 (rev. 10/11) 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.

ME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
NUNG ACCRESO- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
ME & ACCRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
ME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
IS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED
This is not a request for dispatch of Contractors must make a separate request for actual dispatch, in accordance with Security Check One Of The Boxes Below We are already approved to train apprentices by the Apprenticeship Committee. We will employ and train under their Security Committee.	ection 230,1(a) California Code of Regulations
Contractors must make a separate request for actual dispatch, in accordance with Se Check One Of The Boxes Belo We are already approved to train apprentices by the	ection 230.1(a) California Code of Regulations W Standards. Enter name of the Committee
Contractors must make a separate request for actual dispatch, in accordance with Se Check One Of The Boxes Belo We are already approved to train apprentices by the Apprenticeship Committee. We will employ and train under their Secondary	ection 230,1(a) California Code of Regulations
Contractors must make a separate request for actual dispatch, in accordance with Se Check One Of The Boxes Belo We are already approved to train apprentices by the Apprenticeship Committee. We will employ and train under their S We will comply with the standards of	Enter name of the Committee projects can only be assigned to be and that the apprentices must at all
Contractors must make a separate request for actual dispatch, in accordance with Security Check One Of The Boxes Below Check One Of The Boxes Below We are already approved to train apprentices by the Apprenticeship Committee. We will employ and train under their Security We will comply with the standards of Apprenticeship Committee for the duration of this job only. We will employ and train apprentices in accordance with the Californic including § 230.1 (c) which requires that apprentices employed on perform work of the craft or trade to which the apprentice is register.	Enter name of the Committee projects can only be assigned to be and that the apprentices must at all
Contractors must make a separate request for actual dispatch, in accordance with Security Check One Of The Boxes Below We are already approved to train apprentices by the Apprenticeship Committee. We will employ and train under their Security We will comply with the standards of Apprenticeship Committee for the duration of this job only. We will employ and train apprentices in accordance with the Californic including § 230.1 (c) which requires that apprentices employed on perform work of the craft or trade to which the apprentice is register times work with or under the direct supervision of journeyman/mentices.	Enter name of the Committee Enter name of the Committee Enter name of the Committee ornia Apprenticeship Council regulations public projects can only be assigned to ered and that the apprentices must at all n.

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:		
	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 required)	Time to Report:
Name of Person to Report to:		
Address to Report to:		27
<u></u>		49
Victoria de la Contra	T. Amerikan de Com	
You may use this form to make your written writing and submitted at least 72 hours in a		rentice. Requests for dispatch must be in solidays) 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	Sheet	of	
Agency:	CITY OF PERRIS		
Project:	CIVIC CENTER CIRCULAT	ION & PARKING IMPROVEN	MENTS PHASE 2
Contractor:			
The following	changes are hereby made to the	e Contract Documents:	
JUSTIFICAT	ION		
CHANGE TO	CONTRACT PRICE		
Original Contr	ract Price	\$	
Current Contr Previous Char	act Price adjusted by age Order(s)	\$	
	e due to this Change Order ased) (increased).	\$	
New Contract Change Order	Price including this	\$	
CHANGE TO	CONTRACT TIME		
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
Accepted by:	Date
Federal Agency Approval: (Where Applicable)	Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:
CONTRACTOR
CONTRACT DATE
This Certificate of Substantial Completion applies to all Work under the Contract Documents 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 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:	tion, 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 is with the Contract Documents.	

CONTRACTOR accepts this Certificate of Substantial Completion of
, 20 .

Contractor
By
,
California Contractor License No.
OWNER accepts this Certificate of Substantial Completion on
, 20 .
CITY OF PERRIS
By

RELEASE FORM

NAME OF CONTRACTOR:	
PROJECT DESCRIPTION: CIVIC CENTER IMPROVEMENTS PHASE 2	R CIRCULATION & PARKING
PERIOD WORK PERFORMED:	
nature due the Contractor for all labor and ma	es payment in full for all compensation of whatever sterials furnished and for all work performed on the fied above with the exception of contract retention wn below.
RETENTION AMOUNT FOR THIS PERIOR \$):
(number)	_
(words)	EED CLAIMS
DESCRIPTION OF CLAIM	AMOUNT CLAIMED
whatever type of nature for the period specifi	I releases any claim the Contractor may have of ied which is not shown as a retention amount or a l waiver have been made voluntarily by Contractor by any person or entity.
_	resents that all bills for labor, materials, and work we been paid in full and that the parties signing below 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>, "Partial and Final Payment" 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 (80) 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	(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

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

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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, Civic Center Circulation & Parking Improvements Phase 2.

SP-2-2.00 DRAWINGS

Contract drawings applicable to the work to be performed under the contract are the drawings entitled "CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS P8-1333 PHASE 2 (CIP# F055)" 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 Establishment 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

SP-4-1.00 MOBILIZATION

BID ITEM - This section covers the requirements for bid item number 1.

REQUIREMENTS - 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.

PAYMENT - 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

BID ITEM - This section covers the requirements for bid item number 2.

REQUIREMENTS - 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.

PAYMENT - 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 for the entire project and no additional compensation will be allowed thereof.

SP-4-3.00 – WATER POLLUTION CONTROL

BID ITEM AND CONSTRUCTION NOTES- This section covers the requirements for bid item number 3. There are no corresponding construction notes for this bid item.

REQUIREMENTS – This project requires a Construction General Permit pursuant to the order adopted by the State Water Resources Control Board on September 8, 2022. The City shall be responsible to develop a Storm Water Pollution Prevention (SWPPP) for Construction.

The Contractor shall carry out the water pollution control as indicated in the SWPPP, 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.

An approved SWPPP and WDID Number shall be issued prior to the Notice to Proceed.

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 also be obtained from Department's Internet Site the 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.

PAYMENT - 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

BID ITEM AND CONSTRUCITON NOTES - This section covers the requirements for the bid item 4 and all work indicated on the plans by construction notes 22, 27, 28 and 38.

REQUIREMENTS - 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.

PAYMENT - 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

BID ITEM AND CONSTRUCTION NOTES - This section covers the requirements for bid item number 5 and all work indicated on the plans by construction notes 43, 58, and 59.

REQUIREMENTS - Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", Section 18, "Dust Palliatives, 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 within the project area. Included in this item 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 or native soil to prevent the future growth of weeds.

All weeds shall be sprayed with an herbicide mixture of either Hyvar mixed with Roundup or Pratatol 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. Full compensation for furnishing and applying weed kill shall be considered as included in the contract price paid for clearing and grubbing.

This work shall also consist of pruning trees and disposal offsite of trees as required. Pruning shall be performed only by a certified arborist and with prior City approval. No pruning of new or existing trees shall be done without prior City Arborist approval. No hooks or any other climbing devices that might damage or puncture tree bark shall be used. The Contractor shall be responsible to report to the City Arborist in writing, any hazardous trees, dead structural limbs, or cavities so corrective action may be taken.

- (a) Trees shall be pruned to meet the following criteria: All branches overhanging roadways beyond curb face shall have 13'-6" minimum vertical clearance.
- (b) Trees covered by a landscape maintenance agreement or district shall be maintained or removed as necessary per the agreement or by the maintenance district.
- (c) Tree branches entangled in, or interfering with, overhead utility wires will be referred to the appropriate utility for maintenance requests.

Should any direct or indirect damage or injury result in any public or private property by or on account of any act, omission, neglect, or misconduct in the execution of work, or as a consequence

of the non-execution thereof on the part of the Contractor or any of his employees or agents, such property shall be restored at the expense of the Contractor to a condition equivalent to that existing before the damage or injury occurred by repairing or rebuilding the same, or by otherwise making restitution in an acceptable manner for such damage or injury, the Contractor shall be required to provide and maintain barriers, guards, and lights when and where it may be necessary in order to effectively guard the public from the work being done. The Contractor shall also be required to post proper signage and traffic control for the public regarding detours and the condition of the work under construction, all in accordance with applicable provisions in Part 6 of the California MUTCD.

All removed material, including debris, shall become the property of the Contractor who shall be responsible for its proper disposal. The Contractor shall not leave debris, at the site overnight.

PAYMENT - 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. No additional compensation will be allowed thereof.

SP-4-6.00 – RELOCATE EXISITING FACILITIES

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for the bid item numbered 6 and all work indicated on the plans by construction notes 54 and 55.

REQUIREMENTS - 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 or repair that item or items at the contractor's own expense.

PAYMENT - 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 – EXCAVATION, EARTHWORK AND REMOVALS

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for the bid items 7, 8, and 9 and all removals or excavation work indicated on the plans by construction notes 20, 24, 29, 30, 41, 42 60, 61, 62, and 64.

REQUIREMENTS – Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", Section 18, "Dust Palliatives, 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 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.

This work shall also consist of the offsite disposal of large trees as required. Should any direct or indirect damage or injury result in any public or private property by or on account of any act, omission, neglect, or misconduct in the execution of work, or as a consequence of the non-execution thereof on the part of the Contractor or any of his employees or agents, such property shall be restored at the expense of the Contractor to a condition equivalent to that existing before the damage or injury occurred by repairing or rebuilding the same, or by otherwise making restitution in an acceptable manner for such damage or injury, the Contractor shall be required to provide and maintain barriers, guards, and lights when and where it may be necessary in order to effectively guard the public from the work being done.

All removed material, including debris, shall become the property of the Contractor who shall be responsible for its proper disposal. The Contractor shall not leave debris, at the site overnight.

PAYMENT – The contract lump sum price for Excavation, Earthwork 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.

The contract lump sum price for Removing Water and Sewer Facilities 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.

The contract unit price for Removing Large Trees shall be per each and 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

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for the bid item 10 and all cold milling work indicated on the plans by construction note 5.

REQUIREMENTS - 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.

PAYMENT - 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 – FULL DEPTH RECLAMATION

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for the bid items 11 and 12 and all full depth reclamation work indicated on the plans by construction notes 2 and 57.

REQUIRMENTS - Contractor shall provide full depth reclamation to existing asphalt concrete at locations and depths shown on the plans. All work associated with full depth reclamation shall conform to the Greenbook Specifications Section 200-2.8, "Pulverized Miscellaneous Base" and Section 301-2, "Untreated Base".

The subgrade shall be prepared conforming to the provisions in the Caltrans Specifications, Geotechnical report attached as Appendix "B" and these provisions. The top one (1) foot of subgrade shall be moisture-conditioned, processed, and compacted to a minimum relative compaction of 95%. 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.

No pulverized material shall be hauled out. All excess pulverized material shall be hauled to the adjacent lot to the north as shown on the location map on sheet C1. The pulverized material shall be placed in a 2 inch lift for use as a temporary parking lot.

Prior to the placement of the asphalt concrete base course the Contractor shall apply tack coat material to the full depth reclamation surface. Immediately prior to application, the FDR shall be watered at the rate that will result in the surface being saturated, but which does not result in ponded water. The rate of the application of tack coat shall be 0.15 to 0.25 gallons per square yard. The tack material shall be applied a minimum of 45 minutes prior to start of paving in order to allow material to break. After application of tack material, traffic shall not be allowed to drive over tack material.

PAYMENT - The contract square foot price paid for Pulverizing - Full Depth Reclamation shall include full compensation for furnishing all labor, tools, equipment, material, and incidentals for all work involved.

The contract square foot price paid for Placement – Full Depth Reclamation shall include full compensation for furnishing all labor, tools, equipment, material and incidentals for all work involved. Included in this item shall be placing the excess material in the adjacent lot to the north as shown on the location map on sheet C1.

SP-4-10.00 – ASPHALT CONCRETE

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for bid item number 13 and all Asphalt Concrete work indicated on the plans by construction notes 2, 5, and 23.

REQUIREMENTS - 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 Lower		All Other Lower	
Shown on Plans	No. of	Thickness		Layer		Layer	
	Layers			Thickness		Thickness	
		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.

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

SP-4-11.00 – LIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for bid item number 14, 15, and 16 and all work indicated by construction notes 21, 37 and work on the Electrical Plans prepared by Intelligent Lighting Systems.

REQUIREMENTS - The Contractor's attention is directed to the Electrical Plans prepared by Intelligent Lighting Systems for the detailed specifications related to the Lights construction and installations. The specifications for street light equipment are contained within the Street Light Plans and are incorporated herein for the special specifications.

PAYMENT - Payment for Parking lot Lights and appurtenances 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.

Payment for Decorative Bollards and appurtenances 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.

Payment for Building Flood Lights and appurtenances 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-4-12.00 – STEEL BOLLARDS

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid item 17 and for all work involved in construction note 51.

REQUIREMENTS - The Bollards shall be non-rusted, commercial quality and painted OSHA Yellow. The bollards shall be constructed as shown on Detail 40. Concrete used to fill bollard and placed in the footings shall conform to the requirements in Section 90, "Concrete" of the Caltrans Specifications and have a minimum compressive strength of 3250 psi. The top of the bollard shall be finished smooth, and dome shaped.

PAYMENT - Payment for steel bollards shall be compensated per each and shall include compensation for furnishing all labor, materials, tools, equipment and incidentals to install bollards as shown on the plans. No additional compensation shall be allowed thereof.

SP-4-13.00 – RIPRAP

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for bid item 18 and all work indicated on the plans by construction note 19.

REQUIREMENTS – Riprap shall conform to Section 72, "Slope Protection" of the Caltrans Specifications. The riprap shall be of class specified on plans. ¼ ton or Class V riprap used shall be placed by "Placement Method B".

PAYMENT - The contract unit price paid for Riprap shall be paid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved. No additional compensation shall be allowed, therefore.

SP-4-14.00 – REFURBISH HANDRAILS

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for bid item 19 and all work indicated on the plans by construction note 35.

REQUIREMENTS – The contractor shall refurbish the existing handrail by sandblasting and repainting the handrail to match the color of the Community Services Building 227 N. D Street, Perris, CA 92570. Before painting the handrail, the color shall be approved by the City Engineer

PAYMENT – The contract unit price for refurbishing handrails shall be paid per lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved. No additional compensation shall be allowed, therefore.

SP-4-15.00 – WATER AND SEWER FACILITES AND APPURTANCES

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 20, 21, 22, 23, 24, 25, and 26 and all installation, relocation or adjusting to grade work indicated on the plans by construction notes 29, 30, 31, 32, 41, 56 and 65.

REQUIREMENTS – All items covered in this section shall be done per E.M.W.D. standards. The Contractor shall refer specifically to the following E.M.W.D. Standards for further information:

- B-408, "Water Pipe Installation and concrete Cap Detail for ACP, PVC & DI Pipe"
- B-597A, "Reduced Pressure Backflow Preventer Assy for 3/4" 2""
- B-668, "Valve Cap & Riser Detail"
- SB-52, "Sewer Cleanouts"
- SB-176, "Sewer Lateral Connections"
- SB-177, "Sewer Lateral"

PAYMENT – Payment for the bid item Install 2" Water line 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 this item complete in place.

Payment for the bid item Install 2" Backflow Preventer 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 this item complete in place.

Payment for the bid item Relocate Water Valves and Water Lines 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 this item complete in place.

Payment for the bid item Install 4" Sewer Lateral 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 this item complete in place.

Payment for the bid item Install 4" Sewer Cleanout shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 8" Sewer Pipe shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Adjust Cleanout Cover to Grade shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

SP-4-16.00 – CONCRETE BLOCK WALLS AND FENCES

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 27, 28, 29, and 30 and all work indicated on the plans by construction notes 33, 34, 49 and 50.

REQUIREMENTS – All concrete block items covered in this section shall conform to the Greenbook Specification Sections 202-2, "Concrete Block" and 303-4, "Masonry Construction". All wrought iron fence in this section shall conform to the City of Perris Standard L-17. Attention is directed to detail 49 on sheet C9 of the plans. The existing outdoor mounting pedestal with automatic gate opener keypad shall be of the same kind as the existing.

PAYMENT – Payment for the bid item Construct Block Wall with Fence shall be per linear foot of wall constructed. Payment shall include full compensation for the footing, reinforcement, the wrought iron fencing and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing and modifications.

Payment for the bid item Construct Block Slough Wall shall be per linear foot of wall constructed. Payment shall include full compensation for the footing, reinforcement if deemed necessary and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing.

Payment for the bid item Construct Wrought Iron Fencing shall be per linear foot of Wrought Iron

Fencing constructed. Payment shall include full compensation for the footing, mow curb and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing.

Payment for the bid item Remove and Install New Outdoor Mounting Pedestal with Gate Opener Keypad shall be per lump sum. Payment shall include full compensation for the replacement of any conduit or wiring and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

SP-4-17.00 – SWALES, BIORETENTION FACILITES, BMP'S

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 31 and 32 and all work indicated on the plans by construction notes 17, and 45.

REQUIREMENTS –The bioretention swales shall be built at the locations, per the limits and dimensions shown on the plans, denoted as construction note 17. Constructing bioretention swales shall conform to the following requirements.

The swale shall be lined with Mirafi 140N Geotextile Filter Fabric or equivalent. The engineered soil media shall be comprised of 85 percent mineral component and 15 percent organic component, by volume, drum mixed prior to placement. The mineral component shall be a Class A sandy loam topsoil that meets the following mineral component percentage breakdown:

70-80 Sand 15-20 Silt 5-10 Clay

The organic component shall be nitrogen stabilized compost, such that nitrogen does not leach from the media. The trip ticket, or certificate of compliance, shall be made available to the inspector to provide the engineered mix meets this specification. If, as approved by the City Engineer, the engineered soil media is mixed onsite, the Contractor shall obtain at his own cost, verification from soils engineer that the mixture meets the requirements listed herein.

A 2 to 3-inch layer of standard shredded aged hardwood mulch shall be placed as the top layer inside the Bioretention Facility.

The Gravel Infiltration Basins shall be built at the locations, per the limits and dimensions shown on the plans, shall follow the detail 45 on the plans. The gravel used to fill these basins shall be clean, washed aggregate 1.5-inch to 3-inch diameter. The trip ticket, or certificate of compliance,

shall be made available to the Project Inspector to provide the gravel meets this specification.

The contractor shall notify the City Engineer of areas where it appears that there is unusually high groundwater as this may affect the drainage of the facility and additional measures may need to be taken.

PAYMENT – The bid item Bioretention Facility shall be measured in lineal feet. The bid item shall be paid per lineal foot and shall cover all excavation, import, materials, tools, geotextile fabric, labor and other incidentals to complete the bioretention swale complete in place per detail 17 on the plan sheet C8.

The bid item Gravel Infiltration Basins shall be measured per each basin. The bid item shall be paid per each and shall cover all excavation, import, materials, tools, geotextile fabric, concrete curb, pvc pipe, labor and other incidentals to complete the gravel infiltration basin complete in place per the detail 45 on plan sheet C8.

SP-4-18.00 – STORM DRAIN STRUCTURES/ BUILDING DRAINAGE

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for the bid items 33, 34, 35, 36, 37, and 38 and all work indicated by construction notes 14, 15, 16, 18, 36 and 52.

REQUIREMENTS – Storm drain structures shall comply with Section 6, "Special Provisions and detailed specifications for drainage facilities" of the Riverside County Flood Control and Water Conservation District's (District) M.O.U. Standard Specifications dated March 2020 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.

The Storm Drain Structures work may be the controlling item in the scheduling of work. It is critical that the submittals of Storm Drain Structures materials and equipment be received by the City no later than 2 weeks after the Notice to Proceed is issued. If materials are ordered later than 3 weeks after the notice to Proceed is issued, and the submittals have all been approved, no delays will be granted to the Contractor if materials are unavailable.

All storm drain structure concrete items (including, but not limited to, catch basins, drop inlets, concrete slope protection, retaining walls, wing wall, headwalls, manholes, transition structures, concrete collars, concrete pads, and concrete maintenance ramps) shall be built per the latest editions of the following: Riverside County Flood Control & Water Conservation District (RCFC&WCD) Standard Plans, Riverside County Transportation Department (R.C.T.D.) Standards. Standard Plans for Public Works Construction (SPPWC), or Caltrans

Standard Plans, except as otherwise noted or modified in these plans or specifications.

Form Removal and Finish form storm drain structures shall not be removed sooner than the following minimum time or strength after the concrete is placed. These times represent cumulative number of days and fractions of days, not necessarily consecutive, during which the temperature falls below 50 degrees Fahrenheit at any time after the concrete is placed in the forms, the Engineer will advise the Contractor of additional time required before forms can be removed.

Element	Strength or Time
Retaining Walls - supporting forms and shoring	3,000 psi or 7 days
Other Structures Outside Road Right-of-Way	16 hours
Other Structures Within Road Right-of-Way	3,250 psi or 7 days

Structure backfill will be allowed along the sides of the structures once the concrete strength reaches 80% of the compressive strength. However, structure backfill on top of the structure will not be allowed until the concrete strength reaches the required compressive strength.

The storm drain structures shall have a twenty-eight (28) day compressive strength at the age of twenty-eight (28) days of not less than the amount shown in the following tabulation for each type of work:

Concrete	Minimum	Type of Work	Compressive
Class	Sacks of		Strength
	Cement/C.Y.		Pounds/Square Inch
A	6	Retaining Walls, Headwalls,	4000
		Wingwalls, Transition Structure	
		#3, Manholes, Stream Gage	
		Structure, Junction Box,	
		Maintenance Ramp	
A	6	Catch Basin, Local Depressions,	3250
		Concrete Collar, Junction	
		Structures, Drop Inlets, Concrete	
		Slope Protection, Concrete Pads,	
		Cutoff Walls, other miscellaneous	
		drainage structures not specified	

Supplementing Section 90 of the State Standard Specifications, prior to placement of any concrete the Contractor shall submit mix designs, for all types of concrete to be placed to the

Engineer for approval. Supplementing Section 90 of the State Standard Specifications concrete delivery to the job site shall be accompanied by a ticket containing the weight of the individual ingredients in the mix.

In addition, the concrete will combine aggregate grading for all concrete and shall be in conformance with Section 90 of the Caltrans Specifications and the following tabulation for each type of work listed:

Type of Work	Combined Aggregate Grading
Inverts of Junction Structures, Transitions	1-1/2 inch Maximum
Structures, and Manholes	
Retaining Walls, Headwalls, Wingwalls, Catch	1 inch
Basins, Drop Inlets, Local Depressions, Collars,	
and other Miscellaneous Structures, and all Other	
Structures not specified	
Controlled Low Strength Material (CLSM)	3/8 Inch Maximum

The consistency of the concrete shall be such as to allow it to be worked into place without segregation. Unless otherwise specified, the slump shall be 3 inches plus or minus 1 inch for all concrete used except the concrete for the Cast-in-Place Concrete Pipe shall have a slump of 2 inches plus or minus 1 inch.

Headwalls and Wingwalls shall be constructed by placing concrete directly against timber or steel sheeting used as an outside form or shoring. Sheeting shall be closely fitted and extended a minimum of 12 inches above final surface elevation. Unless otherwise directed by engineer all sheeting shall be removed and the voids created shall be immediately backfilled with Controlled Low Strength Material (CLSM).

The reinforcement bars used as part of storm drain structures shall be a minimum Grade 60. Connection of landscape drain to RCB addressed in construction note 67 to be approved by City.

PAYMENT – Payment for 6" PVC Schedule 40 Drain Pipe bid item shall be per lineal foot. Payment shall include full compensation for all labor, materials, tools, equipment, frames, earthwork, backfill and incidentals.

Payment for 12" NDS Catch Basins bid item shall be per each. Payment shall include full compensation for all labor, materials, tools, equipment, frames, earthwork, backfill and incidentals.

Payment for 4" PVC Schedule 40 Drain Pipe bid item shall be per lineal foot. Payment shall

include full compensation for all labor, materials, tools, equipment, frames, earthwork, backfill and incidentals.

Payment for Cistern Assembly bid item shall be per each. Payment shall include full compensation for all labor, materials, tools, equipment, frames, earthwork, backfill, gravel, grate and incidentals.

Payment for Modify Existing Roof Drain bid item shall be per each. Payment shall include full compensation for all labor, materials, tools, equipment, frames, earthwork, backfill and incidentals.

Payment for Drain Bubbler System bid item shall be per each. Payment shall include full compensation for all labor, materials, tools, equipment, frames, earthwork, backfill and incidentals.

SP-4-19.00 – CONCRETE PAVEMENT

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid item 39 and all Concrete Pavement work indicated on the plans by construction notes 7, 8, and 10.

REQUIREMENTS - Concrete Pavement shall comply the provisions in Sections 201-1, "Portland Cement Concrete", Section 302-6, "Portland Cement Concrete Pavement", Section 303-6, "Stamped Concrete", Section 303-7, "Colored Concrete" of the Greenbook Specifications and these provisions.

Concrete used for concrete pavement shall meet the gradation requirements in table 201-1.3.2 of the Greenbook Specifications for Grading A. The concrete pavement should have a minimum compressive strength at 28 days of 3250 psi. Contractor shall submit a joint layout plan to be approved by the Engineer. Concrete Pavement shall be built per the latest edition of the Greenbook Standard plans. The contractor shall refer specifically to the following Standard plans:

• Greenbook Standard Plan 134-3

Transverse joints should be sawcut in the pavement within 4 to 6 hours of concrete placement, or sooner. The dowels shall be 1-5/8" in diameter and placed at 12" spacing.

PAYMENT – Payment for Concrete Pavement shall be per square foot as defined in the bid schedule and shall include the rebar and all other materials needed to complete the concrete

pavement. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in constructing concrete pavement complete in place. No additional compensation will be allowed, therefore.

SP-4-20.00 – MINOR CONCRETE

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for the bid items 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 and all work indicated by construction notes 3, 4, 6, 9, 11, 12, 13, 25, 26, 39, 40, 44, 46, 47, 48, and 53.

REQUIREMENTS - 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), and California Stormwater Quality Association (CASQA) details and specs and City of Perris Standards 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), Greenbook Standard Plans, Caltrans Standard Plans and CASQA details and specs and City of Perris Standards for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 201, "Type A-8 Curb"
- Riverside County Standard 204, "Type D Curb"
- Riverside County Standard 205, "Curb and Gutter Joints"
- Riverside County Standard 207A, "Commercial Driveway"
- Riverside County Standard 309, "Under Sidewalk Drain"
- Riverside County Standard 400, "Sidewalk, Fire Hydrant, and Utility Pole Location"
- Riverside County Standard 401, "Sidewalk and Curb"
- Caltrans Standard Plan A88B, "Curb Ramp and Island Passageway Details"
- SPPWC Standard Plan 150-4, "Curb Drain"
- SPPWC Standard Plan 151-3, "Parkway Drain"
- CASQA Standard Plan No. SW-18, "Curb Cut Inlet for Slope Sided Bioretention Swale"

• City of Perris Standard L-1, "Safety Edge"

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

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.

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 – All base underneath the minor concrete items will be included in the minor concrete bid items.

Handicap access ramps and curb 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, handrails 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. Payment for commercial driveway item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards completein-place.

All curbs and curbs and gutters shall be paid per lineal foot. Payment for curbs and curb and gutter items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

Sidewalk shall be paid per square foot. Payment for sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place. The cost of truncated domes not included in curb ramps or driveways shall be included in the unit cost of sidewalk.

Concrete ribbon gutter shall be paid per square foot. Payment for concrete ribbon gutter item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

PCC Safety Edge shall be paid per square foot. Payment for PCC Safety Edge item shall include

full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

Parkway Drains and curb inlets shall be paid per each. Payment for parkway drains and curb inlet item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

Payment for minor concrete items shall be per unit as defined in the bid schedule for each minor concrete item. 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.

SP-4-21.00 – LANDSCAPING AND IRRIGATION

BID ITEMS AND CONSTRUCTION NOTES – This section shall cover the requirements for the bid items numbered 55 and 56 and all work indicated on the landscaping plans.

REQUIREMENTS – The Contractor's attention is directed to the Landscaping Plans prepared by RHA Landscape Architects Planners, Inc. for the detailed specifications related to the landscaping and irrigation construction and installations. The specifications for landscaping and irrigation equipment are contained within the Landscaping Plans and are incorporated herein for the special specifications. Also, as part of landscaping and irrigation shall be any relocation of existing irrigation facilities.

PAYMENT – Payment for Landscaping shall be per lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all landscaping work as shown on the Landscaping Plans. No additional compensation will be allowed, therefore.

Payment for Irrigation shall be per lump sum and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all irrigation work as shown on the Landscaping Plans. No additional compensation will be allowed, therefore.

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APPENDIX A

Community Workforce Agreement

COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN THE CITY OF PERRIS

AND

SAN BERNARDINO/RIVERSIDE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF PERRIS COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement ("Agreement") is entered into effective as of purpose and proceeding and construction the City of Perris, a municipal corporation ("City"), the San Bernardino/Riverside Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the City, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that for the duration of this Agreement, it shall be the policy of the City, to the extent permitted by law, for all Project Work (as defined in Sections 1.9 and 2.2.) to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

It is further understood that the City shall actively administer and enforce the obligations of this Agreement, again to the extent permitted by law, to ensure that the benefits envisioned from it flow to all Parties, the Contractors and crafts persons working under it, and the residents of the City. The City shall therefore designate a "CWA Administrator," either from its own staff or an independent contractor, to serve as the City's liaison for Contractors and other persons; monitor compliance with this Agreement; assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

ARTICLE 1 DEFINITIONS

- Section 1.1 "Agreement" or "CWA" means this Community Workforce Agreement.
- Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.
- Section 1.3 "Construction Contract" or "Construction Contracts" means any contract entered into by the City, for the construction of Project Work as specified in Section 2.2.

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- Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.
- Section 1.5 "City" means the City of Perris.
- Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.
- Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as "Attachment A."
- Section 1.8 "CWA Administrator" means the City's authorized representative who will be the liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; charged with monitoring compliance with the CWA, developing and implementing programs set forth in the CWA including but not limited to grievance procedures.
- Section 1.9 "Project", "Project Work" or "City Project" means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of public works, pursuant to a Construction Contract entered into by the City, that are estimated by the City to exceed One Million Dollars (\$1,000,000), as determined by the City. Projects that are estimated by the City not to exceed \$1,000,000 shall not be a Project, Project Work or City Project, and shall not be subject to this Agreement.
- Section 1.10 "Specialty Contracts" means a contract for Project Work with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work (i.e. installing a toilet.)
- Section 1.11 "Master Labor Agreements" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.
- Section 1.12 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.
- Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly

requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

- Section 2.1 General This Agreement shall apply to all of the City's Project Work, as defined in Section 1.9, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.
- Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:
- 2.2.1 All construction and major rehabilitation work pursuant to "prime multi-trade construction contracts" that exceed one million dollars (\$1,000,000) and all subcontracts flowing from these prime multi-trade contracts; and
- 2.2.2 All prime "Specialty Contracts," as defined in Section 1.10 that exceed one million dollars (\$1,000,000) and all subcontracts flowing from these specialty contracts; and
- 2.2.3 The City may, at any time and at its sole discretion, determine to build additional buildings, facilities, and other projects under this Agreement which are not otherwise covered as Project Work.
- 2.2.4 This Agreement is not intended to, and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction shall be performed under the terms of this Agreement.

Section 2.3 Bundling of Contracts

- 2.3.1 The City, in its sole discretion, may seek to group (or "bundle") for bidding, contracts not meeting the threshold of Section 2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and
- 2.3.2 Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

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- Section 2.4 <u>Applicability</u> This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.
- Section 2.5 <u>Exclusions</u> Items specifically excluded from the scope of this Agreement include the following:
- 2.5.1 Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;
 - 2.5.2 Equipment and machinery owned or controlled and operated by the City;
- 2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;
- 2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;
- 2.5.5 Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);
 - 2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.5.7 Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturers or vendor's warranties or guaranty;

- 2.5.8 Non-construction support services contracted by the City, City consultants, the CWA Administrator, or Contractor in connection with a Project;
 - 2.5.9 Laboratory work for testing.
- 2.5.10 Coverage Exception This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make reasonable efforts to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.6 Awarding of Contracts for Project Work

- 2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.
- 2.6.2 It is agreed that all Contractors of whatever tier, who have been awarded Project Work contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "Attachment A" hereto, prior to the commencement of any Project Work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.
- 2.6.3 Under all circumstances, the City shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all projects.

Section 2.7 <u>Master Labor Agreements</u>

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent

with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all

instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Article 9 dealing with Strikes, Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

- 2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on Project Work.
- Section 2.8 <u>Binding Signatories Only</u> This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.
- Section 2.9 Other City Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.
- Section 2.10 <u>Separate Liability</u> It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.11 <u>Completed Project Work</u> As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the original contract.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

- Section 3.1 Recognition The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.
- Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

- 3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.
- 3.3.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for

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- 3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.
- Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 <u>Employment of City Residents</u>

- 3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, as well as Veterans, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas, as well as Veterans, for Project Work. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those U. S. Postal Service zip codes which overlap all of the City of Perris, as set forth in "Attachment B" attached hereto, as well as Veterans, regardless of where they reside. If the Unions cannot provide the Contractors in the attainment of a sufficient number of Veterans and Local Residents from within the first tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral Local Residents residing within Riverside County.
- 3.5.2 A goal of 30% of the total work hours shall be performed from workers residing within the areas described in Section 3.5.1, as well as Veterans, regardless of where they reside.
- 3.5.3 The Unions agree to support the operation of pre-apprentice referral programs in the City. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for City residents.

Section 3.6 Requirements on Contractors to facilitate the dispatch of Local Residents and Veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as "Attachment C." When Local Residents and Veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats

- 3.7.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.
- 3.7.2 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on this Project Work and of apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees

- 3.8.1 Contractors not currently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.
- 3.8.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately

before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade and who have been residing within Riverside County for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

- 3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.
- Section 3.9 <u>Time for Referral</u> If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.
- Section 3.10 <u>Lack of Referral Procedure</u> If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.
- Section 3.11 <u>Union Membership</u> No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable Master Labor Agreement for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.
- Section 3.12 <u>Individual Seniority</u> Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.
- Section 3.13 <u>Foremen</u> The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the

designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives shall notify the person charged with on-site project supervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

- 4.2.1 Each signatory Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.
- 4.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.
- 4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.
- 4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.
- Section 4.3 <u>Steward Layoff/Discharge</u> Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by

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Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 <u>Wages</u> All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors directly signatory to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

- 5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee—authorized deductions in the amounts designated in the appropriate Master Labor Agreement; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.
- 5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 5.2.3 Each Contractor and subcontractor is required to certify to the CWA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

01006.0001/504206.5 Date: 5/___/2019 Section 5.3 <u>Wage Premiums</u> Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

- Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.
- Section 6.2 <u>Place of Work</u> Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.
- Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

- 6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Master Labor Agreement If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.
- 6.4.2 Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic

01006.0001/504206.5 Date: 5/___/2019 conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

- 6.4.3 Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked. It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the City's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.
- Section 6.5 <u>Holidays</u> Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

- 6.6.1 Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.
- 6.6.2 An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.
- 6.6.3 When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.3, the employee shall only be paid for actual time worked.
- Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Master Labor Agreement, and if he is so required, he shall be compensated in the manner established in the applicable Master Labor Agreement.

Section 6.8 <u>Make-up Days</u> To the extent permitted by the applicable Master Labor Agreement (MLA) determination, when an employee has been prevented from working for

01006.0001/504206.5 Date: 5/___/2019 Community Workforce Agreement City of Perris reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

- Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.
- Section 7.2 <u>Employee Violations</u> The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.
- Section 7.3 <u>Standing to Enforce</u> The City, the CWA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.
- Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:
- 7.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the

Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Riverside County.

- 7.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.
- 7.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the provisions of 7.4.2.
- Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations

- 7.6.1 If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.
- 7.6.2 If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the CWA Administrator, setting forth the facts which the Union contends

violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The CWA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits

- 7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:
 - (a) Fails to timely pay its weekly payroll; or
- (b) Fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.
- 7.7.2 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.
- Section 7.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.
- 7.8.1 The Party invoking this procedure shall notify Fred Horowitz, or Louis Zigman, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrators under this procedure. If the permanent arbitrators are unavailable at any time, any one of the permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

- 7.8.2 Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.
- 7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- 7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.
- 7.8.5 Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.
- 7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.
- 7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be

in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan

- 8.2.1 All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.
- 8.2.2 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- Section 8.4 <u>Pre-Job Conferences</u> As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.
- Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 <u>Contractor and City Rights</u> The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by a specific provision of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all

01006.0001/504206.5 Date: 5/ /2019 Community Workforce Agreement City of Perris the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work in the manner required by, and in compliance with, the contract document, including but not limited to, plans, specifications, and scope of work under contract;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
 - (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.
- Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:
- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements, and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator, and the affected Contractor(s)

and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, through the CWA Administrator, in the matter set forth in Articles 7 and 10.
- Section 9.3 <u>Use of Materials</u> There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties

- 9.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. The Unions agree to install such equipment without incident to insure compliance with the specifications for the equipment being installed and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract.
- 9.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.
- 9.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment The parties agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

- 10.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.
- 10.1.2 The CWA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of the Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.
- 10.1.3 The CWA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.
- Section 10.2 <u>Processing Grievances</u> Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.
- Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the

Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

- Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the CWA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.
- Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union of Contractor Party may request in writing to the CWA Administrator (with copy(ies) to the other Party(ies) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in "Attachment (D)" attached hereto, on a rotational basis in the order listed. The CWA Administrator shall notify the parties to the grievance of the date, time and location of the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.
- (b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.
- (c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.
- Section 10.3 <u>Limit on Use of Procedures</u> The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice The CWA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CWA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11 REGULATORY COMPLIANCE

- Section 11.1 <u>Compliance with All Laws</u> The Trades Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the CWA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.
- Section 11.2 <u>Prevailing Wage Compliance</u> All Contractors shall comply with the state laws and regulations. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.
- Section 11.3 <u>Violations of Law</u> Should there be a finding by the City or a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project work any subcontractor who is in violation of state or federal law.

ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

- 12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.
- 12.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee's failure

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- 12.1.3 The Parties shall adopt the Substance Abuse Policy attached hereto as Attachment "E," which shall be the policy and procedure utilized under this Agreement.
- Section 12.2 <u>Suspension of Work for Safety</u> A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.
- Section 12.3 <u>Water and Sanitary Facilities</u> The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 14 APPRENTICES

Section 14.1 <u>Importance of Training</u> The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 <u>Use of Apprentices</u>

14.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on

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City of Perris

Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

- 14.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the CWA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.
- 14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.
- 14.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

ARTICLE 15 WORKING CONDITIONS

- Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.
- Section 15.2 <u>Work Rules</u> The City, the CWA Administrator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.
- Section 15.3 <u>Emergency Use of Tools and Equipment</u> There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can

safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 <u>Access Restrictions for Cars</u> Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16 PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate pre-job for such newly included work.

ARTICLE 17 <u>LABOR/MANAGEMENT COOPERATION</u>

Section 17.1 <u>Joint Committee</u> The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2(a) and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum.

Section 17.2 Functions of Joint Committee The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the

01006.0001/504206.5 Date: 5/___/2019 Community Workforce Agreement City of Perris meetings, with input from the Unions the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The CWA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

ARTICLE 18 SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, the CWA Administrator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 <u>Effect of Injunctions or Other Court Orders</u> The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 19 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

01006.0001/504206.5 Date: 5/___/2019

ARTICLE 20 AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21 DURATION OF THE AGREEMENT

Section 21.1 Duration

- 21.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of five (5) years. Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the expiration date of this Agreement.
- 21.1.2 This Agreement may be extended by written mutual consent of the City, as directed by the City Council and the signatory Unions for such further periods as the Parties shall agree to.

Section 21.2 Turnover and Final Acceptance of Completed Work

- 21.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.
- 21.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Section 21.2.1 above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the CWA Administrator.

[Signatures on Next Page]

01006.0001/504206.5 Date: 5/ /2019 Community Workforce Agreement City of Perris IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF PERRIS

By: Richard Belmude, City Manager

SAN
BERNARDINO/RIVERSIDE COUNTIES
BUILDING & CONSTRUCTION

TRADES COUNCIL, AFL-CIO

William J. Perez

Executive Secretary/Business Manager

ATTEST:

By: Nancy Salazar, Ciry Clerk

APPROVED AS TO FORM:

Eric L. Dunn, City Attorney

Signatory Unions: Page 1 of 2	
Boilermakers Local 92:	
Bricklayers Local 4:	
Cement Masons Local 500: Frank Charle	
Drywall Finishers Local 1136/D.C. 36:	
Electrical Workers Local 440: Royce Reput	
Elevator Constructors Local 18:	
Glaziers Local 636/D.C. 36:	
Heat & Frost Insulators Local 5:	
Iron Workers Local 416:	
Iron Workers Local 433:	
Laborers Local 300:	
Laborers Local 1184:	
Operating Engineers Local 12:	
Painters & Allied Trades Local 1036:	
Plasterers Local 200: Carlos fam 05-29-19	
Plater Tenders 1414:	
U.A. Local 345:	
U.A. Local 364: Allan V. Powers	
Resilient Floor Local 1247/D.C. 36:	

01006.0001/504206.5 Date: 5/___/2019 Community Workforce Agreement City of Perris

Signatory Unions — Page 2 of 2
Roofers Local 220:
Sheet Metal Local 105: 6-4-19
Road Sprinkler Fitters Local 669: / le H O
Teamsters Local 166: Phy Star 5-30-19
Southwest Regional Council of Carpenters:
JUBS- 10-5-19

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01006.0001/504206.5 Date: 5//2019	33	Community Workforce Agreement City of Perris

Signatory Unions: Page 1 of 2
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Bricklayers Local 4:
Cement Masons Local 500:
Drywall Finishers Local 1136/D.C. 36: Mark Barelett
Electrical Workers Local 440:
Elevator Constructors Local 18:
Glaziers Local 636/D.C. 36: Mad Barelett
Heat & Frost Insulators Local 5:
Iron Workers Local 416:
Iron Workers Local 433:
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Laborers Local 1184:
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ATTACHMENT A

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Perris Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
CWA Administrator
City of Perris
101 North D Street
Perris, CA 92570
Attn:
Re: Community Workforce Agreement - Letter of Assent
Dear Sir:
This is to confirm that [name of company] agrees to be party to and bound by the City of Perris Community Workforce Agreement effective, 2019, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.
Sincerely.
[Name of Construction Company]
By: [] Name and Title of Authorized Executive
Contractor State License No.:
Business Address:
Business Phone:
[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6 (b).]
01006.0001/504206.5 Community Workforce Agreement Date: 5/ /2019 35 City of Perris

ATTACHMENT B

FIRST TIER ZIP CODES (CITY BOUNDARY) *Some Zip Codes shared with neighboring cities

ADD ZIP CODES

ATTACHMENT B - Continued

SECOND TIER ZIP CODES REMAINDER OF RIVERSIDE COUNTY

Zip Code	City
91752	Mira Loma
92201	Indio
92202	Indio
92203	Indio
92210	Indian Wells
92211	Palm Desert
92220	Banning
92223	Beaumont
92225	Blythe
92226	Blythe
92230	Cabazon
92234	Cathedral City
92235	Cathedral City
92236	Coachella
92239	Desert Center
92240	Desert Hot Springs
92241	Desert Hot Springs
92247	La Quinta
92448	La Quinta
92253	La Quinta
92254	Mecca
92255	Palm Desert
92258	North Palm Springs
92260	Palm Desert
92261	Palm Desert
92262	Palm Springs
92263	Palm Springs
92270	Rancho Mirage
92274	Thermal
92276	Thousand Palms
92282	Whitewater
92320	Calimesa
92501	Riverside
92502	Riverside
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01006.0001/504206.5 Date: 5/___/2019

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	92860	Norco

92877	Corona
92878	Corona
92879	Corona
92880	Corona
92881	Corona
92882	Corona
92883	Corona

ATTACHMENT C

CITY OF PERRIS CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Perris Community Workforce Agreement establishes a goal that 30% of the total work hours shall be from Veterans, regardless of where they reside, and workers residing: <u>first</u>, in those first tier zip codes which overlap all of the City of Perris, as attached hereto, <u>second</u>, residing within Riverside County. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local #		Fax# ()		Date:	
Cc: CWA Administ	rator				
From: Company:			Issued By:		
Contact Phone	:()			x: ()	
PLEASE	PROVIDE ME W	TH THE FOLLOW	'ING UNIO!	N CRAFT WORKI	ERS.
	r	1	 		
Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Veteran or General Dispatch	Number of workers needed	Report Date	Report Time
<u>.</u>	<u> </u>				
TOTAL WORKERS R		_			
Please have worker(s) repo	rt to the following wo	ork address indicated bel			
Please have worker(s) repo	rt to the following wo	ork address indicated bel	Address: _		
Please have worker(s) repo	rt to the following wo	ork address indicated bel	Address: _		
Please have worker(s) repo	rt to the following wo	ork address indicated bel	Address: On-site	Fax:	
Please have worker(s) repo Project Name:	rt to the following wo	ork address indicated bel	Address: On-site	Fax:	

UNION USE ONLY

Date dispatch request received:			
Dispatch received by:			
Classification of worker requested:			
Classification of worker dispatched:			
WORKER REFERR	<u>ED</u>		
Name:	·····		
Date worker was dispatched:			
Is the worker referred a:	(check al	(check all that apply)	
· · · · · · · · · · · · · · · · · · ·			
JOURNEYMAN	Yes	No	
APPRENTICE	Yes	No	
LOCAL RESIDENT	Yes	No	
VETERAN	Yes	No	
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes	No	

ATTACHMENT D

LIST OF NEUTRAL ARBITRATORS

Mark Burstein Walter Daugherty Fred Horowitz Michael Prihar Louis Zigman

ATTACHMENT "E"

SUBSTANCE ABUSE POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

- 1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
- 2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
- 3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
- 4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
 - 5. The following procedure shall apply to all drug testing:
- a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be

permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

- b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMIISA), which is chosen by the Employer and the Union.
- c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.
- d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.
- e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project Work.
- f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:
- 1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.
- 2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.
- 3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job.

01006.0001/504206.5 Date: 5/___/2019 Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

- g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
- 6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
- b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;
- c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
- d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.
 - e. Only two periodic tests may be performed in a twelve month period.
- 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.
- 8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.
- 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found

unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

- 10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.
- 11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
- 12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.
- 13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
- 14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

^{*} SAMHSA specified threshold

EMIT - Enzyme Immunoassay CC/MS - Gas Chromatography/Mass Spectrometry

^{**} A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

APPENDIX B

Geotechnical Report



INFILTRATION FEASIBILITY INVESTIGATION AND PAVEMENT STRUCTURAL SECTION DESIGN PROPOSED PARKING LOT PERRIS CIVIC CENTER - PHASE 2 PERRIS, CALIFORNIA

PROJECT NO. 63862.1 OCTOBER 25, 2022

Prepared for:

City of Perris 24 S. D Street, Suite 100 Perris, California 92570

Attention: Mr. Jesse Gauf



October 25, 2022

City of Perris 24 S. D Street, Suite 100 Perris, California 92570 Project No. 63862.1

Attention: Mr. Jesse Gauf

Subject: Infiltration Feasibility Investigation and Pavement Structural Section Design,

Proposed Parking Lot, Perris Civic Center - Phase 2, Perris, California.

Transmitted with this letter is our report entitled, Infiltration Feasibility Investigation and Pavement Structural Section Design, Proposed Parking Lot, Perris Civic Center - Phase 2, Perris, California. This report was based upon a scope of services generally outlined in our proposal letter, dated August 26, 2022.

In summary, it is our opinion that the project can be developed from a soil engineering perspective, provided the recommendations presented in the attached report are incorporated into design and construction. The following executive summary reviews some of the important elements of the project. However, this summary should not be solely relied upon.

The project site is underlain by silty sand with 30± percent fines containing traces of clay. Very poor infiltration rates were obtained at the locations and depths tested. The site soils are not considered suitable for infiltration. Therefore, water quality storm water systems should not incorporate on-site infiltration when determining storm water capacity. A moderate R-value quality of 40 was determined for the on-site soils and utilized for pavement design recommendations.

Our recommendations pertaining to Pavement Structural Section design, as well as other geotechnical considerations, are presented herein.

LOR Geotechnical Group, Inc.

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INTRODUCTION

During October of 2022, an Infiltration Feasibility Investigation and Pavement Structural Section Design was performed by LOR Geotechnical Group, Inc., for proposed Phase 2 parking lot improvements to the Perris Civic Center in the City of Perris, California. The purpose of this investigation was to evaluate the subsurface conditions encountered in our borings and to provide geotechnical design recommendations for the proposed parking lot improvements. The scope of our services included: 1) Review of available data; 2) A subsurface field investigation; 3) Infiltration testing via the borehole method percolation test; 4) Laboratory testing of selected soil samples obtained during the field investigation; 5) Development of geotechnical recommendations for pavement design; and 6) Preparation of this report.

To orient our investigation at the site, a preliminary Landscape Area Exhibit prepared by Tri Lake Consultants, Inc., undated, was furnished for our use. The proposed parking lot configuration was indicated on this plan. The locations and depths of the infiltration testing and pavement sampling were provided by you on this drawing. The findings of our investigation, as well as our conclusions and recommendations, are presented in the following sections of this report.

PROJECT CONSIDERATIONS

The project will consist of the reconstruction of the existing parking lot, with a new drive and parking area being added to the south-south east of the existing parking lot. A water quality storm water system is proposed to the east of the existing parking lot.

The location of the project area as it lies within its regional setting is indicated on the Index Map, Enclosure 1. The proposed parking lot improvement layout is depicted on the Exhibit, Enclosure 2.

EXISTING SITE CONDITIONS

The approximate site lies just east of D Street, north of San Jacinto Avenue, in the City of Perris Civic Center complex. The northwestern approximate two-thirds of the site is currently asphalt concrete paved. This existing parking lot is in poor condition. The remaining south-southeastern approximately one-third is vacant.

Existing buildings associated with the Civic Center surround the improvement area.

FIELD INVESTIGATION/LABORATORY TESTING PROGRAM

Our field exploration program was conducted on October 6, 2022 and consisted of drilling at 6 locations with a Mobile B-61 drill rig as requested. Two locations drilled were placed to identify the thickness of the existing pavement section only. A third boring was placed to obtain a bulk sample of the subgrade soil in the proposed new parking lot and drive access area. The fourth boring was placed to identify the soil characteristics in the vicinity of the water quality storm water system. The final two borings were placed in the proposed water quality storm water system area in order to conduct borehole method percolation testing. A log of the soil conditions as encountered within our fourth boring is presented on the attached Boring Log, Enclosure 3. The approximate locations of our borings are presented on the attached Exhibit, Enclosure 2.

A bulk sample of the subgrade soil was obtained in the upper 3 feet of soil within the new parking and drive area and returned to the laboratory in a sealed container for further testing and evaluation. This selected soil sample was tested to determine its R-value using California R-value test method, Caltrans No. 301. The R-value was 40 for this select soil sample. The results of our R-value testing is presented on Enclosure 4.

SUBSURFACE CONDITIONS

The two borings placed within the existing parking lot indicated that the asphalt concrete thickness was 2.5 inches with no aggregate base present.

Data from our boring locations in the area of the water quality storm water system indicates that this area is underlain by silty sand with approximately 30 percent fines containing traces of clay.

Similar soil to that observed in Borings B-1 and B-2 was identified and sampled from Boring 3. Therefore, the R-value quality determined for the bulk soil sample obtained from Boring B-3 is considered to also represent the soils underlying the existing parking lot.

Groundwater was not encountered within Boring B-4 as explored to a maximum depth of approximately 15 feet.

Records for nearby wells which were readily available from the State of California Department of Water Resources online database (CDWR, 2022).

According to the State of California Department for Water resources online database, the nearest well with available data is State Well Number 04S03W29Q001S located to the west, approximately 1.30 kilometers (0.8 miles). In this well, groundwater was last measured at a depth of 112± feet below the ground surface on March 14, 1994. The depth to groundwater in the past was noted to decrease over time, with the water at a low of approximately 213 feet below the surface in 1997, to its most recent, low measurement in 1994. Data for this well was presented from 1974 to 1994. The elevation for this well was listed as 1,422± feet above mean sea level.

Two wells located slightly further to the east of the well discussed above showed more recent depths to groundwater of between 43 and 102 feet during the time period from 1995 to 2022. The elevation for these wells was listed at 1,420± feet above mean sea level.

As noted on Enclosure 1, the site lies at an elevation of approximately 1,450 feet above mean sea level. Based this and the well information above, groundwater is anticipated to lie in on the order of 70 feet in the general site area.

PERCOLATION TESTING AND INFILTRATION TEST RESULTS

Two borehole method percolation tests were conducted on October 6, 2022, at the locations requested and illustrated on Enclosure 2. As requested, test borings were drilled to depths of 5.5 and 10.5 feet below the existing ground surface.

The 2 borehole method percolation tests were conducted in general accordance with the Shallow Percolation Test procedure as outlined in the Design Handbook for Low Impact Development Best Management Practices (CRFCWD, 2011). Subsequent to drilling, a 3-inch diameter, perforated PVC pipe wrapped in filter fabric was placed within each test hole and 3/4-inch gravel was placed between the outside of the pipe and the hole wall. Test holes were pre-soaked the same day as drilling. Testing took place the next day, October 7, 2022, within 26 hours but not before 15 hours, of the pre-soak. The holes were filled using water from a 200 gallon water tank. Test periods consisted of allowing the water to drop in 30 minute intervals. Testing was terminated after a total of 12 readings were recorded totaling a 6 hour test period.

For percolation Test P-1, the test hole was only refilled twice to its original level, due to the slow uptake of water. For percolation Test P-2, the test hole was refilled after each reading.

Infiltration test results are summarized in the following table:

Test No.	Depth* (ft)	Infiltration Rate** (in/hr)				
P-1	5.5	0.08				
P-2	10.5	0.47				
* depth measured below existing ground surface						

sured below existing ground surface

The results of this testing are presented as Enclosure 5 and 6. The test results indicate very poor infiltration characteristics for the soils tested.

CONCLUSIONS

On the basis of our field investigation and testing program, it is the opinion of LOR Geotechnical Group, Inc., that the proposed parking lot reconstruction and new construction is feasible from a soil engineering standpoint, provided the following recommendations are incorporated into design and implemented during construction. The existing asphalt concrete parking lot is in poor condition. Therefore, total rehabilitation of the parking lot is recommended. The existing 2.5 inches of asphalt concrete pavement can be processed to meet aggregate base demands. An option to conduct full depth reclamation for the pavement is also feasible.

The results of our borehole method percolation tests indicate very poor infiltration characteristics of the soils within the proposed stormwater treatment system area. Therefore, infiltration should not be considered in the design of the stormwater treatment system.

The subsurface conditions encountered in our exploratory borings are indicative of the locations explored. It should not be construed that these conditions are present the same throughout the project area.

RECOMMENDATIONS

General Site Grading

It is imperative that no clearing and/or grading operations be performed without the presence of a qualified soil engineer. An on-site, pre-job meeting with the city, contractor, and soil engineer should occur prior to all grading related operations. Operations undertaken at the site without the soil engineer present may result in exclusions of affected areas from the final compaction report for the project.

^{**} Porchet Method used to determine clear water infiltration rate

Grading of the subject site should be performed in accordance with the following recommendations as well as applicable portions of the California Building Code, and/or applicable local ordinances.

All uncontrolled, undocumented fills encountered during site preparation should be completely removed, cleaned of significant deleterious materials, and may be reused as compacted fill. Cavities created by removal of any subsurface obstructions encountered should be thoroughly cleaned of loose soil, organic matter and other deleterious materials, shaped to provide access for construction equipment, and backfilled with on-site soils as recommended in the following <u>Preliminary Pavement Design</u> section of this report.

Preliminary Pavement Design

A moderate R-value of 40 was determined for the soil sample tested and appears appropriate for design.

Testing and Design for preliminary on-site pavement was conducted in accordance with the California Highway Design Manual.

Based upon our preliminary sampling and testing, and upon an assumed Traffic Index generally used for similar projects, it appears that the structural sections tabulated below should provide satisfactory pavements for the subject pavement improvements:

AREA	T.I.	DESIGN R-VALUE	PRELIMINARY SECTION
On site vehicular parking with	5.0	40	0.25' AC/0.35' AB** or 0.25' AC/0.50' FDR
occasional truck traffic	6.0	40	0.25' AC/0.50' AB or 0.35' AC/0.50' FDR

AC - Asphalt Concrete

AB - Class 2 Aggregate Base

FDR - Full Depth Reclamation

The above structural sections are predicated upon 90 percent relative compaction (ASTM D 1557) of all utility trench backfills and 95 percent relative compaction (ASTM D 1557) of the upper 12 inches of pavement subgrade soils and of any aggregate base utilized. In addition, the aggregate base should meet Caltrans specifications for Class 2 Aggregate Base. The aggregate base can be generated from properly pulverized processed asphalt concrete for the existing parking lot.

As an option, the parking lot can be subject to full depth reclamation by pulverizing the existing asphalt concrete pavement into the subgrade soil to a depth equal to the above total recommended FDR structural sections (0.75 to 0.85 feet).

The blended FDR is expected to have a minimum R-value of 70. The upper FDR materials can then be removed to provide room for the new asphalt concrete. The FDR material should then be compacted to at least 95 percent relative compaction (ASTM D1557).

It should be noted that the above pavement design was based upon the results of preliminary sampling and testing, and should be verified by additional sampling and testing during construction when the actual subgrade soils are exposed.

^{*}Actual T.I. to be determined by project engineer.

^{**}The aggregate base demand can be supplemented with properly pulverized asphalt concrete from the existing parking lot.

Infiltration

Based on our field investigation and infiltration test data, the site soils are not considered suitable for infiltration. Therefore, water quality storm water systems should not incorporate on-site infiltration when determining storm water capacity.

Construction Monitoring

Post investigative services are an important and necessary continuation of this investigation. Project plans and specifications should be reviewed by the project geotechnical consultant prior to construction to confirm that the intent of the recommendations presented herein have been incorporated into the design. Additional R-Value and soluble sulfate testing may be required after the site is rough graded.

During construction, sufficient and timely geotechnical observation and testing should be provided to correlate the findings of this investigation with the actual subsurface conditions exposed during construction. Items requiring observation and testing include, but are not necessarily limited to, the following:

- 1. R-value verification of subgrade soils and FDR materials (if used).
- 2. Site preparation-stripping and removals.
- 3. Parking lot subgrade preparation.
- 4. Aggregate base and/or FDR materials compaction and quality compliance.
- 5. Asphalt concrete compaction and quality compliance.

LIMITATIONS

This report contains geotechnical conclusions and recommendations developed solely for use by City of Perris and their sub-consultants for the purposes described earlier. It may not contain sufficient information for other uses or the purposes of other parties.

The contents should not be extrapolated to other areas or used for other facilities without consulting LOR Geotechnical Group, Inc.

The recommendations are based on interpretations of the subsurface conditions concluded from information gained from subsurface explorations. The interpretations may differ from actual subsurface conditions, which can vary horizontally and vertically across the site. If conditions are encountered during the construction of the project, which differ significantly from those presented in this report, this firm should be notified immediately so we may assess the impact to the recommendations provided.

Due to possible subsurface variations, all aspects of field construction addressed in this report should be observed and tested by the project geotechnical consultant.

The report was prepared using generally accepted geotechnical engineering practices under the direction of a state licensed geotechnical engineer. No warranty, expressed or implied, is made as to conclusions and professional advice included in this report. Any persons using this report for bidding or construction purposes should perform such independent investigations as deemed necessary to satisfy themselves as to the surface and subsurface conditions to be encountered and the procedures to be used in the performance of work on this project.

TIME LIMITATIONS

The findings of this report are valid as of this date. Changes in the condition of a property can, however, occur with the passage of time, whether they be due to natural processes or the work of man on this or adjacent properties. In addition, changes in the Standards-of-Practice and/or Governmental Codes may occur. Due to such changes, the findings of this report may be invalidated wholly or in part by changes beyond our control. Therefore, this report should not be relied upon after a significant amount of time without a review by LOR Geotechnical Group, Inc., verifying the suitability of the conclusions and recommendations.

CLOSURE

It has been a pleasure to assist you with this project. We look forward to being of further assistance to you as construction begins. Should conditions be encountered during construction that appear to be different than indicated by this report, please contact this office immediately in order that we might evaluate their effect.

Should you have any questions regarding this report, please contact us.

Respectfully submitted,

LOR Geotechnical Group, Inc.

John P. Leuer, GE 2030

President

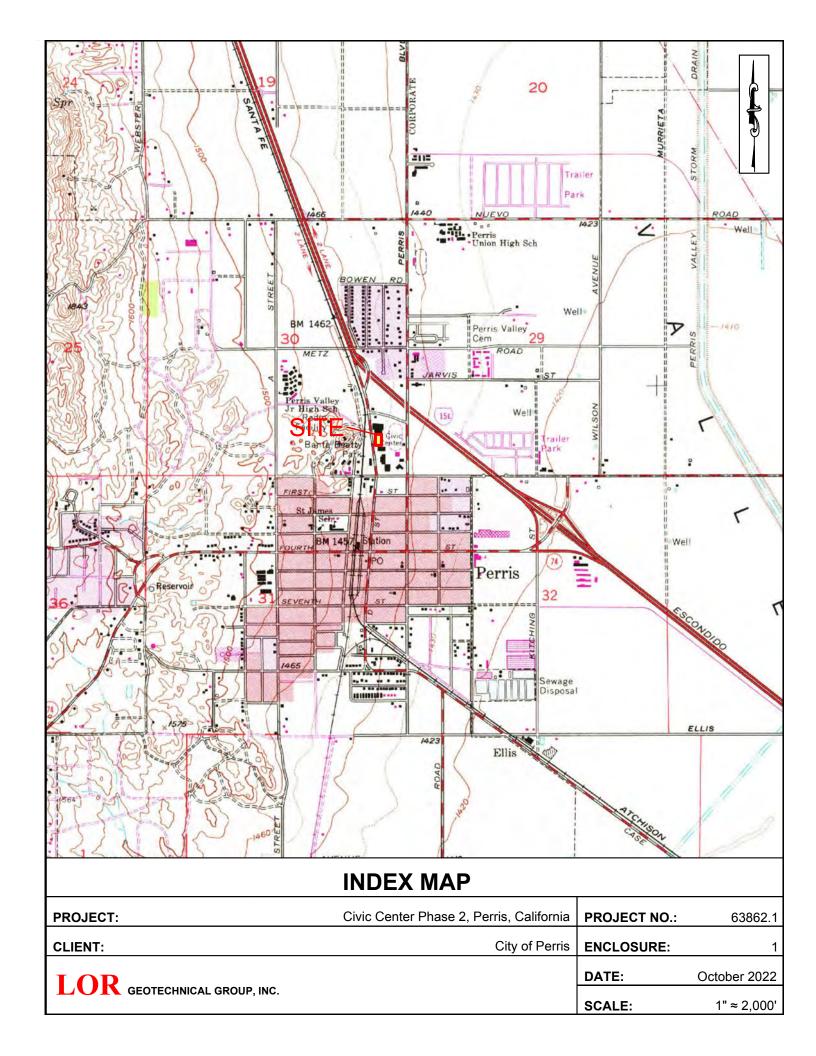
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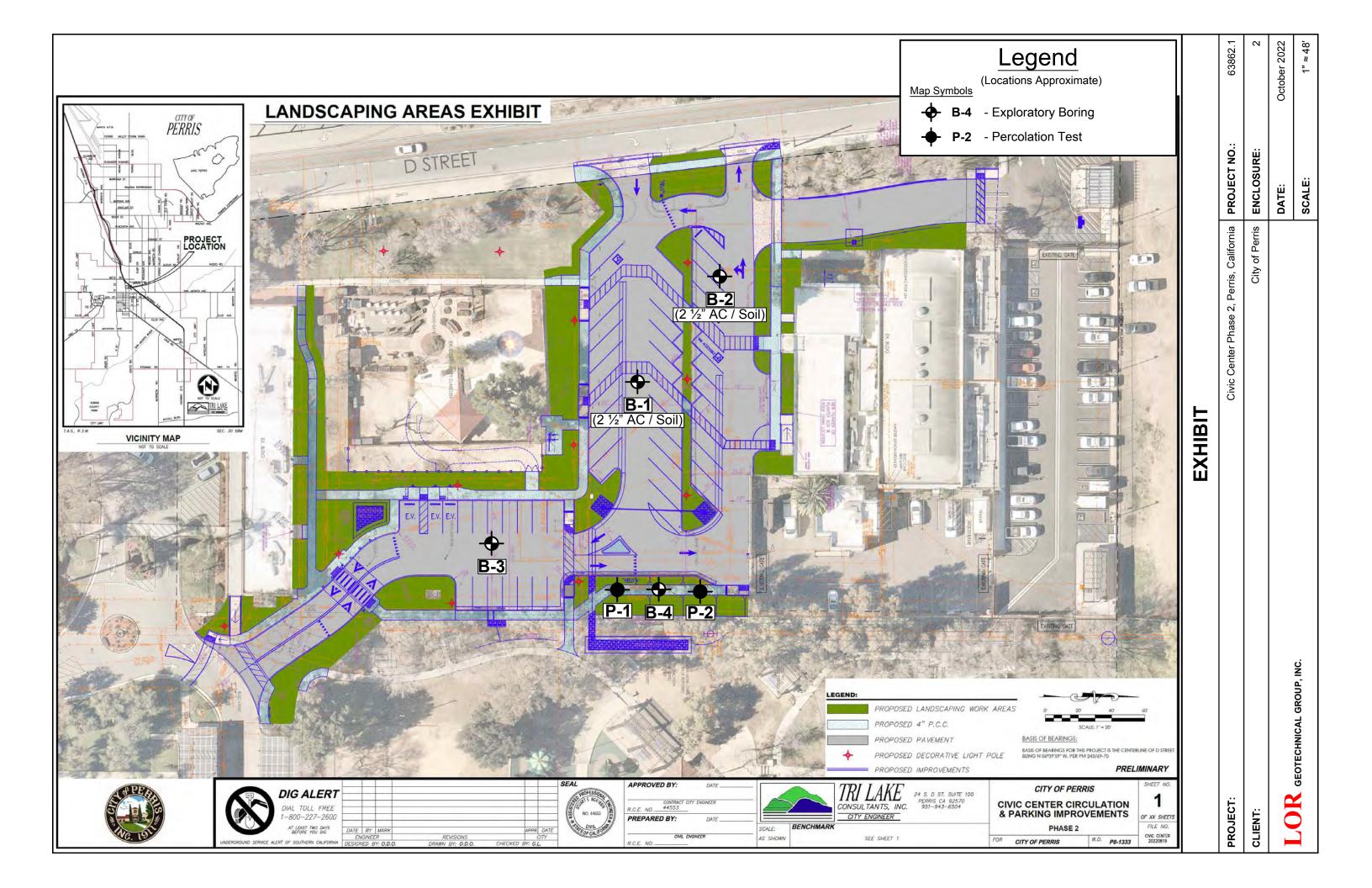


Distribution: Addressee (2) and via email jgauf@interwestgrp.com

REFERENCE

County of Riverside, Flood Control and Water Conservation District (CRFCWD), 2011, Design Handbook for Low Impact Development Best Management Practices dated September, 2011.





LOG OF BORING B-4 LOG OF BORING B-4 SM @ 0 feet, SILTY SAND, approximately 10% coarse grained sand, 30% medium grained sand, 30% silty fines with trace clay, gray-brown, dry. @ 1.5 feet, some roots. @ 2 feet, becomes damp. END OF BORING @ 15 No groundwater No bedruck No b	TEST D)ATA		
SM 0 feet, SILTY SAND, approximately 10% coarse grained sand, 30% sity fines with trace clay, gray-brown, dry. @ 1.5 feet, some roots. @ 2 feet, becomes damp. END OF BORING @ 15* No groundwater No bedrock PROJECT: Chic Center - Phase 2 PROJECT NO.: 63862.1			LITHOLOGY U.S.C.S	
No groundwater No bedrock PROJECT: Civic Center - Phase 2 PROJECT NO.: 63862.1	5		SM	 @ 0 feet, SILTY SAND, approximately 10% coarse grained sand, 30% medium grained sand, 30% silty fines with trace clay, gray-brown, dry. @ 1.5 feet, some roots.
LOR GEOTECHNICAL GROUP INC. DATE DRILLED: October 6, 2022 EQUIPMENT: Mobile B-61	PROJECT: CLIENT:	City of F		No groundwater No bedrock e 2 PROJECT NO.: 63862.1 sert ELEVATION: DATE DRILLED: October 6, 2022

R-VALUE DETERMINATION

Client: City of Perris

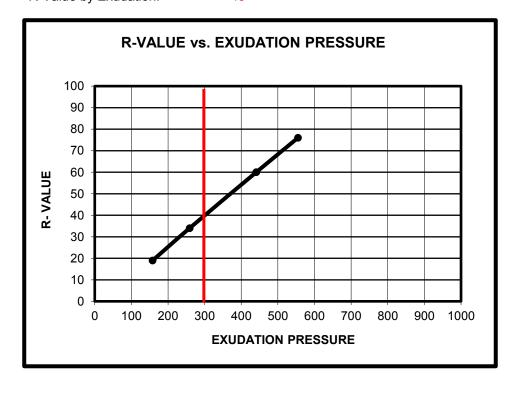
Project: Civic Center Phase 2

Project No.: 63842.1 Date: October 7, 2022

Sample No.: RV-1
Sample Location: RV-1
Sample Depth: 0-3'

Test Specimen	Α	В	С	D
Compactor Air Press (psi)	260	350	350	350
Sample Weight (gm)	1110	1110	1100	1100
Initial Moisture	4.5	4.5	4.5	4.5
Moisture Added (ml)	38	45	51	60
Compaction Moisture %	8.1	8.7	9.3	10.2
Wet Weight (gm)	1148	1155	1151	1160
Height (in)	2.46	2.49	2.45	2.5
Density (pcf)	130.8	129.3	130.2	127.6
Stabilometer @ 2000 psi	27	45	82	110
Displacement	3.96	4.33	4.62	4.7
R-Value	75.67	59.60	33.98	19.47
Corrected R-Value	76	60	34	19
Exudation Pressure	555	441	259	158
Expansion Initial	0	0	0	0
Expansion Final	9	5	0	0
Expansion Pressure	38.97	21.65	0	0
Expansion Thickness	0.30	0.17	0.00	0.00

R-Value by Exudation: 40



R-VALUE BY EXPANSION

Sample: RV-1 Traffic Index: 5

Estimated R-Value: 54 G.E.(required) 0.736 Gf (A.C.): 2.54 Type Base: Class 2

Thickness
Layer (ft) Gf G.E.

A.C. 0.22 2.54 0.5588
Base 0.161 1.1 0.1772

TOTAL: 0.38109 0.736

Gf (combined): 1.931298

Expansion Thickness Exudation Thickness

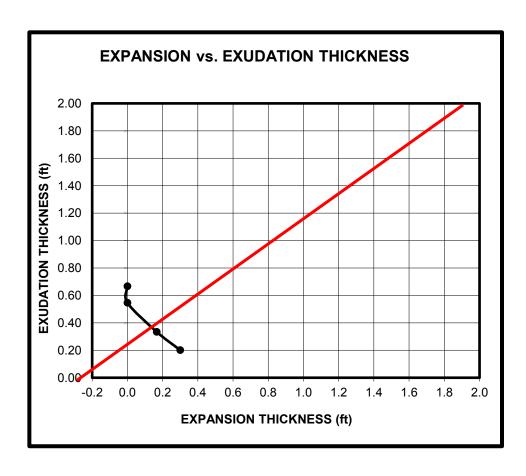
 0.299769
 0.201581

 0.166538
 0.334664

 0.000000
 0.546935

 0.000000
 0.667154

Equivalent Thickness 0.38 R-Value by Expansion 54



BOREHOLE METHOD PERCOLATION TEST RESULTS

Project:	Civic Center Phase 2	Test Date:	October 7, 2022	
Project No.:	63862.1	Test Hole No.:	P-1	
Soil Classificaiton:	(SM) Silty sand	Effective Hole Dia.*:	4.8 in.	
Depth of Test Hole:	5.5 ft.	Date Excavated:	October 6, 2022	
Tested By:	ΔΙ			

READING	TIME START	TIME STOP	TIN INTER		TOTAL TIME	INITIAL WATER LEVEL	FINAL WATER LEVEL	INITIAL HOLE DEPTH	FINAL HOLE DEPTH	CHANGE IN WATER LEVEL	AVERAGE WETTED DEPTH	PERCOLATION RATE
			min	hr.	hr.	in.	in.	in.	in.	in.	in.	(min/in)
1	7:40 AM	8:10 AM	30	0.50	0.50	36.00	36.50	66.00	66.00	0.50	29.75	60.0
2	8:10 AM	8:40 AM	30	0.50	1.00	36.50	37.00	66.00	66.00	0.50	29.25	60.0
3	8:40 AM	9:10 AM	30	0.50	1.50	37.00	38.00	66.00	66.00	1.00	28.50	30.0
4	9:10 AM	9:40 AM	30	0.50	2.00	38.00	38.50	66.00	66.00	0.50	27.75	60.0
5	9:40 AM	10:10 AM	30	0.50	2.50	38.50	39.00	66.00	66.00	0.50	27.25	60.0
6	10:10 AM	10:40 AM	30	0.50	3.00	39.00	40.00	66.00	66.00	1.00	26.50	30.0
7	10:40 AM	11:10 AM	30	0.50	3.50	36.00	37.00	66.00	66.00	1.00	29.50	30.0
8	11:10 AM	11:40 AM	30	0.50	4.00	37.00	38.00	66.00	66.00	1.00	28.50	30.0
9	11:40 AM	12:10 PM	30	0.50	4.50	38.00	39.00	66.00	66.00	1.00	27.50	30.0
10	12:10 PM	12:40 PM	30	0.50	5.00	39.00	40.00	66.00	66.00	1.00	26.50	30.0
11	12:40 PM	1:10 PM	30	0.50	5.50	40.00	41.00	66.00	66.00	1.00	25.50	30.0
12	1:10 PM	1:40 PM	30	0.50	6.00	36.00	37.00	66.00	66.00	1.00	29.50	30.0

PERCOLATION RATE CONVERSION (Porchet Method):

^{*} diameter adjusted to an effective diameter due to the loss in volume of water because of gravel packing

BOREHOLE METHOD PERCOLATION TEST RESULTS

Civic Center Phase 2 Project: Test Date: October 7, 2022 Project No.: 63862.1 Test Hole No.: P-2 Soil Classification: (SM) Silty sand 4.8 in. Effective Hole Dia.*: October 6, 2022 Depth of Test Hole: Date Excavated: 10.5 ft. Tested By: A.L.

READING	TIME START	TIME STOP	TIN		TOTAL TIME	INITIAL WATER LEVEL	FINAL WATER LEVEL	INITIAL HOLE DEPTH	FINAL HOLE DEPTH	CHANGE IN WATER LEVEL	AVERAGE WETTED DEPTH	PERCOLATION RATE
			min	hr.	hr.	in.	in.	in.	in.	in.	in.	(min/in)
1	7:42 AM	8:12 AM	30	0.50	0.50	48.00	64.00	126.00	126.00	16.00	70.00	1.9
2	8:12 AM	8:42 AM	30	0.50	1.00	47.00	62.00	126.00	126.00	15.00	71.50	2.0
3	8:42 AM	9:12 AM	30	0.50	1.50	48.00	63.00	126.00	126.00	15.00	70.50	2.0
4	9:12 AM	9:42 AM	30	0.50	2.00	48.00	62.50	126.00	126.00	14.50	70.75	2.1
5	9:42 AM	10:12 AM	30	0.50	2.50	48.00	62.00	126.00	126.00	14.00	71.00	2.1
6	10:12 AM	10:42 AM	30	0.50	3.00	48.00	62.50	126.00	126.00	14.50	70.75	2.1
7	10:42 AM	11:12 AM	30	0.50	3.50	48.00	62.00	126.00	126.00	14.00	71.00	2.1
8	11:12 AM	11:42 AM	30	0.50	4.00	48.00	62.00	126.00	126.00	14.00	71.00	2.1
9	11:42 AM	12:12 PM	30	0.50	4.50	48.00	62.00	126.00	126.00	14.00	71.00	2.1
10	12:12 PM	12:42 PM	30	0.50	5.00	48.00	62.00	126.00	126.00	14.00	71.00	2.1
11	12:42 PM	1:12 PM	30	0.50	5.50	48.00	62.00	126.00	126.00	14.00	71.00	2.1
12	1:12 PM	1:42 PM	30	0.50	6.00	48.00	62.00	126.00	126.00	14.00	71.00	2.1

PERCOLATION RATE CONVERSION (Porchet Method):

^{*} diameter adjusted to an effective diameter due to the loss in volume of water because of gravel packing

ADDENDUM #1

CITY OF PERRIS CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2 (CIP# F055) (P8-1333)

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

1) Specification section SP-2-21.00 MAINTENANCE AND GUARANTEE has been modified to read:

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. 10% of the Performance Bond shall remain in effect to warranty the work.

2) Specification section SP-4-3.00 WATER POLLUTION CONTROL has been modified to read:

BID ITEM AND CONSTRUCTION NOTES- This section covers the requirements for bid item number 3. There are no corresponding construction notes for this bid item.

REQUIREMENTS – This project requires a Construction General Permit pursuant to the order adopted by the State Water Resources Control Board on September 8, 2022. The Contractor shall be responsible to develop a Storm Water Pollution Prevention Plan (SWPPP) for Construction.

The Contractor shall carry out the water pollution control as indicated in the SWPPP, 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.

An approved SWPPP and WDID Number shall be issued prior to the Notice to Proceed.

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 obtained also be from the Department's Internet Web Site at:

http://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks. 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.

PAYMENT - 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.

3) Specification section SP-4-4.00 SIGNING, STRIPING AND PAVEMENT MARKINGS has been modified to read:

BID ITEM AND CONSTRUCITON NOTES - This section covers the requirements for the bid item 4 and all work indicated on the plans by construction notes 22, 27, 28 and 38 and all work indicated on the sheet C5 of the plans.

REQUIREMENTS - 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.

PAYMENT - 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.

4) Specification section SP-4-5.00 CLEARING & GRUBBING has been modified to read:

BID ITEM AND CONSTRUCTION NOTES - This section covers the requirements for bid item number 5 and all work indicated on the plans by construction notes 43, 58, and 59.

REQUIREMENTS - Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", Section 18, "Dust Palliatives, 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 within the project area. Included in this item 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 or native soil to prevent the future growth of weeds.

All weeds shall be sprayed with an herbicide mixture of either Hyvar mixed with Roundup or Pratatol 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. Full compensation for furnishing and applying weed kill shall be considered as included in the contract price paid for clearing and grubbing.

All removed material, including debris, shall become the property of the Contractor who shall be responsible for its proper disposal. The Contractor shall not leave debris, at the site overnight.

PAYMENT - 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. No additional compensation will be allowed thereof.

5) Specification section SP-4-15.00 WATER AND SEWER FACILITIES AND APPURTANCES has been modified to read:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 20, 21, 22, 23, 24, 25, and 26 and all installation, relocation or adjusting to grade work indicated on the plans by construction notes 29, 30, 31, 32, 41, 56 and 65.

REQUIREMENTS – All items covered in this section shall be done per E.M.W.D. standards. The Contractor shall refer specifically to the following E.M.W.D. Standards for further information:

- B-408, "Water Pipe Installation and concrete Cap Detail for ACP, PVC & DI Pipe"
- B-597A, "Reduced Pressure Backflow Preventer Assy for 3/4" 2""
- B-668, "Valve Cap & Riser Detail"
- SB-52, "Sewer Cleanouts"
- SB-176, "Sewer Lateral Connections"
- SB-177, "Sewer Lateral"

PAYMENT – Payment for the bid item Install 2" Water line shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 2" Backflow Preventer 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 this item complete in place.

Payment for the bid item Relocate Water Valves and Water Lines 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 this item complete in place.

Payment for the bid item Install 4" Sewer Lateral shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 4" Sewer Cleanout shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 8" Sewer Pipe shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Adjust Cleanout Cover to Grade shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

6) Specification section SP-4-17.00 SWALES, BIORETENTION FACILITES, BMP'S has been modified to read:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 31 and 32 and all work indicated on the plans by construction notes 17, and 45.

REQUIREMENTS –The bioretention swales shall be built at the locations, per the limits and dimensions shown on the plans, denoted as construction note 17. Constructing bioretention swales shall conform to the following requirements.

The swale shall be lined with Mirafi 140N Geotextile Filter Fabric or equivalent. The engineered soil media shall be comprised of 85 percent mineral component and 15 percent organic component, by volume, drum mixed prior to placement. The mineral component shall be a Class A sandy loam topsoil that meets the following mineral component percentage breakdown:

70-80 Sand 15-20 Silt 5-10 Clay The organic component shall be nitrogen stabilized compost, such that nitrogen does not leach from the media. The trip ticket, or certificate of compliance, shall be made available to the inspector to provide the engineered mix meets this specification. If, as approved by the City Engineer, the engineered soil media is mixed onsite, the Contractor shall obtain at his own cost, verification from soils engineer that the mixture meets the requirements listed herein.

A 2 to 3-inch layer of standard shredded aged hardwood mulch shall be placed as the top layer inside the Bioretention Facility.

The Gravel Infiltration Basins shall be built at the locations, per the limits and dimensions shown on the plans, shall follow the detail 45 on the plans. The gravel used to fill these basins shall be clean, washed aggregate 1.5-inch to 3-inch diameter. The trip ticket, or certificate of compliance, shall be made available to the Project Inspector to provide the gravel meets this specification.

The contractor shall notify the City Engineer of areas where it appears that there is unusually high groundwater as this may affect the drainage of the facility and additional measures may need to be taken.

PAYMENT – The bid item Bioretention Facility shall be measured per each facility. The bid item shall be paid per each and shall cover all excavation, import, materials, tools, geotextile fabric, labor and other incidentals to complete the bioretention swale complete in place per detail 17 on the plan sheet C8.

The bid item Gravel Infiltration Basins shall be measured per each basin. The bid item shall be paid per each and shall cover all excavation, import, materials, tools, geotextile fabric, concrete curb, pvc pipe, labor and other incidentals to complete the gravel infiltration basin complete in place per the detail 45 on plan sheet C8.

7) Specification section SP-4-19.00 CONCRETE PAVEMENT has been modified to read:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid item 39 and all Concrete Pavement work indicated on the plans by construction notes 7, 8, and 10.

REQUIREMENTS - Concrete Pavement shall comply the provisions in Sections 201-1, "Portland Cement Concrete", Section 302-6, "Portland Cement Concrete Pavement", Section 303-6, "Stamped Concrete", Section 303-7, "Colored Concrete" of the Greenbook Specifications and these provisions.

Concrete used for concrete pavement shall meet the gradation requirements in table 201-1.3.2 of the Greenbook Specifications for Grading A. The concrete pavement should have a minimum compressive strength at 28 days of 3250 psi. Contractor shall submit a joint layout plan to be

approved by the Engineer. Concrete Pavement shall be built per the latest edition of the Greenbook Standard plans. The contractor shall refer specifically to the following Standard plans:

• Greenbook Standard Plan 134-3

Transverse joints should be sawcut in the pavement within 4 to 6 hours of concrete placement, or sooner. The dowels shall be 1-5/8" in diameter and placed at 12" spacing.

PAYMENT – Payment for Concrete Pavement shall be per lump sum as defined in the bid schedule and shall include the rebar and all other materials needed to complete the concrete pavement. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in constructing concrete pavement complete in place. No additional compensation will be allowed, therefore.

8) Specification section SP-4-20.00 MINOR CONCRETE has been modified to read:

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for the bid items 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 and all work indicated by construction notes 3, 4, 6, 9, 11, 12, 13, 25, 26, 39, 40, 44, 46, 47, 48, and 53.

REQUIREMENTS - 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), and California Stormwater Quality Association (CASQA) details and specs and City of Perris Standards 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), Greenbook Standard Plans, Caltrans Standard Plans and CASQA details and specs and City of Perris Standards for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 201, "Type A-8 Curb"
- Riverside County Standard 204, "Type D Curb"

- Riverside County Standard 205, "Curb and Gutter Joints"
- Riverside County Standard 207A, "Commercial Driveway"
- Riverside County Standard 309, "Under Sidewalk Drain"
- Riverside County Standard 400, "Sidewalk, Fire Hydrant, and Utility Pole Location"
- Riverside County Standard 401, "Sidewalk and Curb"
- Caltrans Standard Plan A88B, "Curb Ramp and Island Passageway Details"
- SPPWC Standard Plan 150-4, "Curb Drain"
- SPPWC Standard Plan 151-3, "Parkway Drain"
- CASQA Standard Plan No. SW-18, "Curb Cut Inlet for Slope Sided Bioretention Swale"
- City of Perris Standard L-1, "Safety Edge"

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

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.

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 – Handicap access ramps and curb 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, handrails and any and all work to make the ramp meet ADA requirements.

All commercial driveways shall be measured and paid per square foot and shall include truncated domes as shown on the plans. Payment for commercial driveway item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

All curbs and curbs and gutters shall be paid per lineal foot. Payment for curbs and curb and gutter items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

Sidewalk shall be paid per square foot. Payment for sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place. The cost of truncated domes not included in curb ramps or driveways shall be included in the unit cost of sidewalk.

Concrete ribbon gutter shall be paid per square foot. Payment for concrete ribbon gutter item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

PCC Safety Edge shall be paid per square foot. Payment for PCC Safety Edge item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

Parkway Drains, curb drains and curb inlets shall be paid per each. Payment for parkway drains, curb drains, and curb inlet item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

- 9) There are no changes to the Bid Schedule.
- 10) The Bid Opening date has been changed from December 22, 2022, at 2:00 PM to January 5, 2023, at 2:00 PM.
- 11) The Bid Award date has been changed from January 10, 2023, to January 31, 2023.

This signed Addendum must accompany your Bid on Active Bidder:

Contractor	Date
Company Name	

ADDENDUM #2

CITY OF PERRIS CIVIC CENTER CIRCULATION & PARKING IMPROVEMENTS PHASE 2 (CIP# F055) (P8-1333)

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

1) Specification section SP-4-7.00 – EXCAVATION, EARTHWORK AND REMOVALS has been modified to add the highlighted paragraph below:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for the bid items 7, 8, and 9 and all removals or excavation work indicated on the plans by construction notes 20, 24, 29, 30, 41, 42 60, 61, 62, and 64.

REQUIREMENTS – Work under this item shall conform to the provisions in Section 15, "Existing Facilities", Section 17-2, "Clearing and Grubbing", Section 18, "Dust Palliatives, 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 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.

Any abandoned utility in place shall be capped. The material and size of the fire service to be capped is unknown. The contractor shall assume the fire service is a 4" Ductile Iron Pipe.

This work shall also consist of the offsite disposal of large trees as required. Should any direct or indirect damage or injury result in any public or private property by or on account of any act, omission, neglect, or misconduct in the execution of work, or as a consequence of the non-execution thereof on the part of the Contractor or any of his employees or agents, such property shall be restored at the expense of the Contractor to a condition equivalent to that existing before the damage or injury occurred by repairing or rebuilding the same, or by otherwise making restitution in an acceptable manner for such damage or injury, the Contractor shall be required to provide and maintain barriers, guards, and lights when and where it may be necessary in order to effectively guard the public from the work being done.

All removed material, including debris, shall become the property of the Contractor who shall be responsible for its proper disposal. The Contractor shall not leave debris, at the site overnight.

PAYMENT – The contract lump sum price for Excavation, Earthwork 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.

The contract lump sum price for Removing Water and Sewer Facilities 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.

The contract unit price for Removing Large Trees shall be per each and 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.

2) Specification Section SP-4-11.00 – LIGHTS, PULL BOXES, CONDUITS AND APPURTENANCES has been modified to add the highlighted paragraph below:

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for bid item number 14, 15, and 16 and all work indicated by construction notes 21, 37 and work on the Electrical Plans prepared by Intelligent Lighting Systems.

REQUIREMENTS - The Contractor's attention is directed to the Electrical Plans prepared by Intelligent Lighting Systems for the detailed specifications related to the Lights construction and installations. The specifications for street light equipment are contained within the Street Light Plans and are incorporated herein for the special specifications.

It is the requirement of the contractor to provide the structural design per detail 21 for the Decorative Bollards. For bidding purposes, the footing shall be bid based upon a 30" diameter by 3' deep footings with 8 - #5 vertical rebar with #3 ties at 12" O.C.

PAYMENT - Payment for Parking lot Lights and appurtenances 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.

Payment for Decorative Bollards and appurtenances 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.

Payment for Building Flood Lights and appurtenances 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.

3) Specification section SP-4-15.00 WATER AND SEWER FACILITIES AND APPURTANCES has been modified to add the highlighted paragraphs below:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 20, 21, 22, 23, 24, 25, and 26 and all installation, relocation or adjusting to grade work indicated on the plans by construction notes 29, 30, 31, 32, 41, 56 and 65.

REQUIREMENTS – All items covered in this section shall be done per E.M.W.D. standards. The Contractor shall refer specifically to the following E.M.W.D. Standards for further information:

- B-408, "Water Pipe Installation and concrete Cap Detail for ACP, PVC & DI Pipe"
- B-597A, "Reduced Pressure Backflow Preventer Assy for 3/4" 2""
- B-668, "Valve Cap & Riser Detail"
- SB-52, "Sewer Cleanouts"
- SB-176, "Sewer Lateral Connections"
- SB-177, "Sewer Lateral"

The 4" sewer line replacement material shall be Acrylonitrile-Butadiene-Styrene (ABS) solid wall pipe and shall meet the requirements of ASTM designation D-2751, SDR 35 or Polyvinyl Chloride (PVC) Plastic Pipe. PVC solid wall pipe shall meet the requirements of ASTM designation D-3034, SDR 35.

The 2" domestic water service replacement material shall be 2" Schedule 80 PVC.

PAYMENT – Payment for the bid item Install 2" Water line shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 2" Backflow Preventer 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 this item complete in place.

Payment for the bid item Relocate Water Valves and Water Lines 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 this item complete in place.

Payment for the bid item Install 4" Sewer Lateral shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 4" Sewer Cleanout shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Install 8" Sewer Pipe shall be per linear foot. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

Payment for the bid item Adjust Cleanout Cover to Grade shall be per each. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

4) Specification section SP-4-16.00 – CONCRETE BLOCK WALLS AND FENCES has been modified to add the highlighted text below:

BID ITEMS AND CONSTRUCTION NOTES – This section covers the requirements for bid items 27, 28, 29, and 30 and all work indicated on the plans by construction notes 33, 34, 49 and 50.

REQUIREMENTS – All concrete block items covered in this section shall conform to the Greenbook Specification Sections 202-2, "Concrete Block" and 303-4, "Masonry Construction". All wrought iron fence in this section shall conform to the City of Perris Standard L-17. Attention is directed to detail 49 on sheet C9 of the plans.

The existing outdoor mounting pedestal with automatic gate opener keypad shall be of the same kind as the existing or approved equal.

The existing keypad and post are the following:

Keypad – Security Brands, Inc.; Advantage DKE – 500-Code Economy Keypad – Post Mount; Model 26-500

Post – Security Brands, Inc.; Pedestal – Auto Height – Pad Mount; Model 18-001

PAYMENT – Payment for the bid item Construct Block Wall with Fence shall be per linear foot of wall constructed. Payment shall include full compensation for the footing, reinforcement, the wrought iron fencing and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing and modifications.

Payment for the bid item Construct Block Slough Wall shall be per linear foot of wall constructed. Payment shall include full compensation for the footing, reinforcement if deemed necessary and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing.

Payment for the bid item Construct Wrought Iron Fencing shall be per linear foot of Wrought Iron Fencing constructed. Payment shall include full compensation for the footing, mow curb and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place per the called out standard drawing.

Payment for the bid item Remove and Install New Outdoor Mounting Pedestal with Gate Opener Keypad shall be per lump sum. Payment shall include full compensation for the replacement of any conduit or wiring and for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved to provide this item complete in place.

5) Specification section SP-4-20.00 MINOR CONCRETE has been modified to add the highlighted paragraph below:

BID ITEMS AND CONSTRUCTION NOTES - This section covers the requirements for the bid items 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53 and 54 and all work indicated by construction notes 3, 4, 6, 9, 11, 12, 13, 25, 26, 39, 40, 44, 46, 47, 48, and 53.

REQUIREMENTS - 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), and California Stormwater Quality Association (CASQA) details and specs and City of Perris Standards 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), Greenbook Standard Plans, Caltrans Standard Plans and CASQA details and specs and City of Perris Standards for further information:

- Riverside County Standard 200, "Type A-6 Curb"
- Riverside County Standard 201, "Type A-8 Curb"
- Riverside County Standard 204, "Type D Curb"
- Riverside County Standard 205, "Curb and Gutter Joints"
- Riverside County Standard 207A, "Commercial Driveway"
- Riverside County Standard 309, "Under Sidewalk Drain"
- Riverside County Standard 400, "Sidewalk, Fire Hydrant, and Utility Pole Location"
- Riverside County Standard 401, "Sidewalk and Curb"
- Caltrans Standard Plan A88B, "Curb Ramp and Island Passageway Details"
- SPPWC Standard Plan 150-4, "Curb Drain"
- SPPWC Standard Plan 151-3, "Parkway Drain"
- CASQA Standard Plan No. SW-18, "Curb Cut Inlet for Slope Sided Bioretention Swale"
- City of Perris Standard L-1, "Safety Edge"

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

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.

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.

A picture of the handrail to be matched indicated by construction note 40 has been attached in Addendum #2 as Exhibit #1. The location of the handrail to be matched at the City Hall Building indicated by construction note 40 has been attached in Addendum #2 as Exhibit #2. The contractor shall refer to the two exhibits and field verify the dimensions, material and finish of the handrail.

PAYMENT – Handicap access ramps and curb 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, handrails and any and all work to make the ramp meet ADA requirements.

All commercial driveways shall be measured and paid per square foot and shall include truncated domes as shown on the plans. Payment for commercial driveway item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

All curbs and curbs and gutters shall be paid per lineal foot. Payment for curbs and curb and gutter items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place.

Sidewalk shall be paid per square foot. Payment for sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standards complete-in-place. The cost of truncated domes not included in curb ramps or driveways shall be included in the unit cost of sidewalk.

Concrete ribbon gutter shall be paid per square foot. Payment for concrete ribbon gutter item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

PCC Safety Edge shall be paid per square foot. Payment for PCC Safety Edge item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

Parkway Drains, curb drains and curb inlets shall be paid per each. Payment for parkway drains, curb drains, and curb inlet item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the items per their standard complete-in-place.

- 6) There are no changes to the Bid Schedule.
- 7) The Bid Opening date has not been changed from January 5, 2023, at 2:00 PM.
- 8) The Bid Award date has not been changed from January 31, 2023.

This signed Addendum 1	must accompany your Bid o	n Active Bidder:
Contractor	Date	
Company Name		

Exhibit #1

Exhibit #2

