



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 5:
PROJECT PLANS AND SPECIFICATIONS**

PROJECT MANUAL

Backflow Prevention Program: Testing and Servicing

SPECIFICATIONS AND INFORMATION FOR BIDDERS PREPARED BY:

City of Perris 101 North "D" Street
Perris, CA 92570
(951) 943-6100

Jessica Galloway
1015 S G St
Perris, CA 92570
(951) 287-9903

BID OPENING – 1:00 P.M. (PST), January 9, 2024

(Via Active Bidder Website)

Expected Award of Contract – January 30, 2024

Mandatory Start of Construction – February 12, 2024

Project Information Sheet

Project: Backflow Prevention Program: Testing and Servicing
Project Bid Advertise Date: December 4, 2023 (Via Active Bidder)
December 8 & December 15, 2023 (Newspaper)
Last Day for Questions: December 27, 2023, at 1:00 P.M. (PST)
Bid Closing Date: January 9, 2024, at 1:00 P.M. (PST)
Expected Bid Award Date: January 30, 2024
Mandatory Start Date: February 12, 2024
Contract Term/Time: Fiscal Year 2023-2024 and Fiscal Year 2024-2025
Liquidated Damages: \$500 per Calendar Day

Project Description:

The CITY OF PERRIS invites online bids on Active Bidder, until 1:00 P.M. (PST), on January 9, 2024, for the Backflow Prevention Program: Testing and Servicing. The scope will entail of Contractor furnishing all labor, materials, equipment, transportation, and services required to inspect, test, repair, report, and certify a combination of approximately 196 reduced pressure principle (RP), double-check (DC), and double-check detector assembly (DCDA) backflow devices. Assemblies range in size from 3/4-inch to 8-inch. The actual number of devices fluctuates as new devices are added and existing devices are removed from inventory. Upon awarding of the contract, The City of Perris Public Works (Special Districts) will provide the selected Contractor with a list of devices to be tested in accordance with the State of California, Department of Health Services, Riverside County Department of Environmental Health, and Eastern Municipal Water District (EMWD) Administrative Code 5.504. The contractor is required to test the backflow assembly within one month of noticing from EMWD and the City. In the event of a failed backflow assembly inspection, allotted timeframe to repair and certify the backflow assembly will be in accordance with the State and Local Laws, the assembly shall be repaired or replaced within 15 days of failure.

All Inquiries shall be in writing through ActiveBidder. The last day to submit technical inquiries shall be December 27, 2023, by 1:00 P.M (PST).

Contact Person for Purchasing Bid Package:

Jessica Galloway, Public Works Special Districts Supervisor
Phone: (951) 657-3280 ext. 241
Cell: (951) 287-9903
Email: jgalloway@cityofperris.org

Note: See specifications for details regarding the above information.

TABLE OF CONTENTS

I. PROCEDURAL DOCUMENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
NIB	Notice Inviting Sealed Proposals (Bids)	NIB-1
	Section 1 — Notice of Bids	NIB-1
	Section 2 — Information for Bidders	NIB-2 to NIB-7
BF	Bid Form	BF-1 to BF-16
	Schedule of Bid Items	BF-2A to BF-2G
	Certifications	BF-3 to BF-7
	-Equal Employment Opportunity	
	-Noncollusion Affidavit	
	-Debarment and Suspension	
	-Non Lobbying Certification	
	-Addenda & Signature Page	
	Bid Bond	BF-8A to BF-8C
	Designation of Subcontractors	BF-9
	Listing of Manufacturers	BF-10
	Anti-Trust Claim	BF-11
	Certification — Labor Code Section 1861	BF-12
	Certification of Nondiscrimination	BF-13
	Experience Statement	BF-14
	PW Contractor Registration Documentation	BF-15
	Required Tests	BF-16
N	Notice of Award	N-1A
	Acceptance of Notice of Award	N-1B
C	Contract	C-1A to C-1N
	Certificate of Contractor	C-2
CI	Certificate of Insurance and Endorsements	CI-1
	Certificate of Insurance —	
	Workers Compensation	CI-1A to CI-1C
	Certificate of Insurance —	
	Comprehensive General Liability	CI-2A to CI-2C
NP	Notice to Proceed	NP-1
	Acceptance of Notice	NP-2

TABLE OF CONTENTS (Cont'd)

<u>Section</u>	<u>Description</u>	<u>Page</u>
CO	Change Order Approvals Required	CO-1 CO-2
CSC	Certificate of Substantial Completion	CSC-1 to CSC-2
R	Release Form Disputed Claims	R-1 R-1

II. GENERAL PROVISIONS

<u>Section</u>	<u>Description</u>	<u>Page</u>
GP	General Provisions	GP-1 to GP-11

III. SPECIAL PROVISIONS

<u>Section</u>	<u>Description</u>	<u>Page</u>
SP	Standard Provisions	
	Part I — Standard Conditions	SP-1 to SP-24
	Part II — Standard Construction Details	SP-25 to SP-36
	Part III — Submission of DBE Information Award and Execution of Contract	SP-36 to SP-37
	Part IV — Construction Materials Methods & Specifications And Payment Requirements	SP-37 to SP-47

IV. APPENDICES

- A. City of Perris Backflow Inventory, **Dated December 29, 2023**
- B. City of Perris Backflow Map
- C. Sample Eastern Municipal Water District Backflow Prevention Assembly Maintenance Report
- D. Eastern Municipal Water District Standard Reduced Pressure Backflow Preventer Drawing

E. Eastern Municipal Water District Backflow Prevention Assembly Testers

BID DOCUMENTS CHECKLIST

Please insure that you have completed the following documents and have submitted originals with your proposal, as only responsive bids will be considered.

- [] Part I Procedural Documents - Bid pages BF-1 to BF-16
 - [] Bid pages BF-1 to BF-7
 - Bid Schedule of Values
 - Equal Employment Opportunity Certification
 - Non-Collusion Affidavit
 - Debarment and Suspension Certification
 - Non-Lobbying Certification
 - Addenda and Signature Page
 - [] Bid Bond pages BF-8A to BF-8C
 - [] Designation of Sub-Contractors page BF-9
 - [] Listing of Manufacturers page BF-10
 - [] Anti-Trust Claim page BF-11
 - [] Contractor's certification concerning worker's compensation insurance page BF-12
 - [] Certification of non-discrimination page BF-13
 - [] Experience Statement BF-14
 - [] Public Works Contractor Registration Documentation BF-15
 - [] Testing Requirements BF-16

NOTICE INVITING SEALED PROPOSALS (BIDS) PUBLIC NOTICE

SECTION 1 – NOTICE OF BIDS

The CITY OF PERRIS invites online bids on Active Bidder, until 1:00 P.M. (PST), on January 9, 2024, for the Backflow Prevention Program: Testing and Servicing. The scope will entail of Contractor furnishing all labor, materials, equipment, transportation, and services required to inspect, test, repair, report, and certify a combination of approximately 196 reduced pressure principle (RP), double-check (DC), and double-check detector assembly (DCDA) backflow devices. Assemblies range in size from 3/4-inch to 8-inch. The actual number of devices fluctuates as new devices are added and existing devices are removed from inventory. Upon awarding of the contract, The City of Perris Public Works (Special Districts) will provide the selected Contractor with a list of devices to be tested in accordance with the State of California, Department of Health Services, Riverside County Department of Environmental Health, and Eastern Municipal Water District (EMWD) Administrative Code 5.504.

In order to be considered in the selection process, interested parties shall submit their Proposals online up to the time mentioned above. Late proposals will not be accepted.

The plans and specifications are available online to download through the ActiveBidder website which can also be accessed through the City of Perris website: (<http://www.cityofperris.org/city-hall/bids.html>). 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 have specified periods of time determined by backflow inspection notices within Fiscal Year 2023-2024 and Fiscal Year 2024-2025 from the mandatory start of construction date of February 12, 2024, to fully complete all Work. Award of Contract is expected on January 30, 2024.

The last day to submit technical inquiries shall be December 27, 2024, by 1:00 P.M. (PST). All inquiries shall be submitted through Active Bidder. All addenda shall be posted on the City website and contractors are to check the site during the bidding process. All addenda are to be acknowledged for a valid bid.

There is a Non-Mandatory Pre-Bid meeting on December 20, 2023 at 2:00PM (PST) at 1015 S G Street, Perris CA 92570.

The City reserves the right to reject any and all bids and waive informalities, irregularities in the bidding. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will affirmatively ensure that, in regard to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Moreover, the City 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, veteran's status or handicap. Bidders are advised that it has been determined that DBE's could reasonably be expected to compete for opportunities on this project, and that there is likely a certain percentage of availability on this project. The City also advises that participation of DBE's in the specific percentage is not a condition of award.

DEPARTMENT OF INDUSTRIAL LABOR RELATIONS CONTRACTOR REGISTRATION.

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 current, valid verifications from the Department of Industrial Relations of their registration and qualification status.

The City reserves the right to reject any and all bids and waive informalities, irregularities in the bidding. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations.

The City hereby notifies all bidders that it will affirmatively ensure that, in regard to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Moreover, the City 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, veteran's status or handicap.

MINIMUM AND PREVAILING WAGES. Notice is hereby given that the Contractor must comply with the State's latest established wages decision.

SECTION 2 - INFORMATION FOR BIDDERS

1. Bids will be received by the CITY OF PERRIS, herein called the "Agency", online up to the hour of 1:00 P.M. (PST), on January 9, 2024. Late proposals will not be accepted.
2. All Bids must be made on the required Bid Form. All blank spaces for Bid Prices must be filled in, and the Bid Form must be fully completed and executed when submitted.
3. 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.
4. The Agency may waive informalities, irregularities 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.
5. Bidders must satisfy themselves of the character of the Work to be performed by Examination of the site and reviewed of the Drawings and Specifications, including Addenda, if any. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the Work to be done.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

- 12.** 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.
- 13.** 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.
- 14.** 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.
- 15.** 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.
- 16.** Notice to Proceed to start construction (mandatory) is scheduled for February 12, 2024. 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.
- 17.** 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.
- 18.** Award, if made, will be made to the lowest responsive, and responsible Bidder based on the lowest Total Bid Prices. Award is expected on January 30, 2024.
- 19.** 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.
- 20.** Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder for any obligation in respect to his bid.
- 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, CA92570.

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 mandatory construction start date of February 12, 2024, and to fully complete all work between Fiscal Year 2024 and Fiscal Year 2026, after this date. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum maybe deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.
30. Contractor must be equipped with current calibrated testing gauge. Proper calibrations shall be done in accordance with the manufacturer, Riverside County, EMWD, and state requirements. If necessary, the Public Works Department will ask for records of calibration of devices.
31. Test Reports: The Public Works Department will provide contractor with an electronic copy of the test report form

with specific information on each device. Contractor, upon completion of testing of the device, shall complete, sign and submit to the Public Works Department within five (5) days of the date of the test.

32. Existing improvements, such as, sidewalk, walls, soft and hardscape, etc. are to be protected in place. Any damage to existing improvements shall be immediately reported to the Public Works Department and repaired or replaced at the Contractor's expense in a timely manner and to the satisfaction of the Public Works Department.
33. Failed Assembly: If an assembly fails the initial test, the contractor must determine if it is a minor repair, or a major repair is needed.
34. Minor Repairs: For minor repairs, such as, simple cleaning or installation of a rubber repair kit, repairing cracked assembly, replacing check valve and/or relief valve, Contractor shall notify the Public Works Department and obtain authorization prior to the repairs. Minor repairs are expected to be done at the time of the initial test. Cost for re-test shall be included based on the agreed bid price per device.
35. Major Repairs: Contractor shall provide written proposal for all major repairs such as cracked assemblies or replacement of check valves or assemblies. Proposals shall include all labor based on agreed bid hourly rate and materials necessary to complete the repair or replacement as well as the re-test once the repair or replacement is complete.
36. No contract will be awarded to any contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division III of the state Business and Professions Code, Section 7,000 et seq. The contractor shall possess the appropriate legal and necessary licenses required to complete the work as shown in the contract at the time the contract is awarded.
37. For this contract, the contractor shall possess a Classification "C-36" Plumbing License or "C-61/D64 – Backflow Test Installation and Repair" Limited Specialty License with CSLB, a Backflow Certification with Riverside County Department of Environmental Health, and current active status as an approved backflow prevention assembly tester with the Eastern Municipal Water District at the time the contract is awarded.
38. A contractor is prohibited from working on this contract with any subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.
39. The City has established a DBE Annual Goal of 7.56% (3.99% Race Neutral and 3.57% Race Conscious). Participation by MBE and WBE Contractors, suppliers and sub-contractors are encouraged.
40. Bid prices shall include everything necessary for the completion of the work including but not limited to, materials, equipment, tools, other facilities, management, superintendents, labor, services, insurance, overhead, profit, permits, Federal, State, and Local taxes, etc.
41. Bidders are required prior to submitting a bid to inspect the site of the work and satisfy themselves by personal examination or by such other means as they may prefer, as to the location of the proposed work, and of the actual conditions.
42. Any information provided by the Architect, the City, or any City personnel is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that he has not relied upon City, City personnel, or Architect furnished information regarding site conditions in preparing and submitting a bid

hereunder. The Plans show conditions as they are believed to exist, but it is not intended nor is it to be inferred that the conditions as shown therein constitute a representation by the City or any of its officers that such conditions actually exist, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between any conditions as shown on the Plans and the actual conditions revealed during the progress of the project, or otherwise.

- 43.** The City disclaims responsibility for the interpretation by Bidders of data, such as projecting or extrapolating from the test holes to other locations on the site of the work, soil bearing values and profiles, soil stability and the presence, level and extent of underground water for subsurface conditions during construction operations.
- 44.** Submission of a bid by the Bidder shall constitute acknowledgement that, if awarded the Contract, the Bidder has relied and is relying on his own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on his own knowledge of existing facilities on and in the vicinity of the work to be constructed under the Contract.
- 45.** The Bidders shall examine carefully the Plans and Specifications and the site of the proposed Project and shall solely judge for themselves the nature and location of the work to be done and all the conditions; and the submission of a Bid shall be deemed as conclusive evidence that a Bidder has made the necessary investigation and that the Contractor is satisfied with the conditions to be encountered, quantity and quality of the work or materials to be performed or furnished, and the requirements and provisions of the Plans and Specifications and the Contract Documents. The Bidder agrees that if he is awarded the Contract he will make no claim against the City, or any other City officials or City personnel based on ignorance or misunderstanding of any of the provisions of the Contract Documents, nor because of any unforeseen subsurface conditions except in the manner and under the circumstances as provided in the Contract Documents.
- 46.** Each Bidder must be informed fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract.
- 47.** All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- 48.** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every proper request for such interpretation shall be made through ActiveBidder, and to be given consideration must be received within the allotted time frame, noted on ActiveBidder. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, will be uploaded on ActiveBidder, not later than three (3) calendar days prior to the date fixed for the opening of bids. At any time prior to an announced bid opening time the City reserves the right to issue an addendum extending the bid opening time by one or more days. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Bidders are responsible to check ActiveBidder periodically to verify if new addenda have been posted.
- 49.** Before submitting a Proposal, Bidders shall carefully examine the Plans, read the specifications and all other Contract Documents, visit the site of the project, and fully inform themselves as to all existing and local conditions

and limitations. It is expressly stipulated that the drawings, Specifications and other Contract Documents set forth the requirements as to the nature of the work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent upon the method of performance.

- 50.** The quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposals offered for the work under this Contract. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate the Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Specifications and the Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse the Contractor from any of his obligations or liabilities hereunder, or entitle the Contractor to any damages or compensation except as may be provided in this Contract.
- 51.** The City reserves the right to pre-qualify all bids, post-qualify all bids, or reject all bids, not to make an award or accept the Proposal deemed most advantageous and in the best interest of the City. The City shall enter into a Contract with the lowest responsible responsive bidder whose proposal is satisfactory. A written Notice of Award will be sent to the successful Bidder(s).
- 52. OR APPROVED EQUAL CLAUSE --** Manufacturers or suppliers of materials and equipment may request that alternatives to specified products be considered equal and that inclusion of such alternatives be permitted in the bids. Such request must be made in writing and received by the City at Fourteen (14) calendar days prior to the date bids are to be received. Granting a request that an alternative product be considered equal to those specified may be made only by the issuance of an Addendum by the City. Denial of the request during bidding does not waive the manufacturer's or supplier's right to offer the alternative product to the Contractor after Award of the Contract. After Award of Contract, the offer will be considered as a substitution and will be considered only if the City believes the offer of substitution is equal to or superior in quality to the specified product.
- 53.** Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor.

NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Date: January 09, 2024
Time: 1:00 p.m. (PST)
Place: 101 North "D" Street, Perris, CA - Online through Active Bidder
Project: Backflow Prevention Program: Testing and Services

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 this 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 _____, 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 the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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 12, 2024 and to fully complete all work on or before the time periods specified in the Contract Documents after receiving the Notice to Proceed. The Bidder agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Bidder and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Bidder agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Bidder and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Bidder to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Bidder if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized. 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, to wit:

**Backflow Prevention Program: Testing and Servicing
Schedule of Bid Items**

Bidder (Company Name): _____

The bid prices stated below shall include all cost for profit, overhead, material, labor, transportation, taxes, installation work and all other incidental cost and work that are necessary to complete all items as specified on the project plans and delineated in the project specifications ready for use by the City.

**I. BID ITEMS- Backflow Prevention Program: Testing and Servicing
(Fiscal Year 2023-2024)**

Bid Item #	Quantity	Unit	Item Description	Unit Cost	Total Figures
1.	14	EA	Backflow Size: ¾" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
2.	35	EA	Backflow Size: 1" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
3.	8	EA	Backflow Size: 1-1/4" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
4.	48	EA	Backflow Size: 1-1/2" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
5.	69	EA	Backflow Size: 2" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
6.	5	EA	Backflow Size: 2-1/2" -Inspect, Test, and Certify the Backflow Assembly according	\$ _____ EA	\$ _____

7.	7	EA	to the Maintenance Report of the Governing Water District. Backflow Size: 3'' -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA \$ _____
8.	4	EA	Backflow Size: 4'' -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA \$ _____
9.	4	EA	Backflow Size: 6'' -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA \$ _____
10.	2	EA	Backflow Size: 8'' -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA \$ _____

Additional Services

11.	10	EA	Testing charge for additional backflow device(s).	\$ _____ EA \$ _____
12.	40	EA	Re-Test charge for backflows that failed initial testing.	\$ _____ EA \$ _____
13.	80	Hour(s)	Hourly rate charge for any backflow requiring repair.	\$ _____ EA \$ _____

TOTAL BID AMOUNT FOR: Backflow Prevention Program: Testing and Servicing (Fiscal Year 2023-2024

(Total Lump Sum Bid Amount)

**WRITTEN IN \$ _____
FIGURES**

WRITTEN IN WORDS

II. BID ITEMS- Backflow Prevention Program: Testing and Servicing
(Fiscal Year 2024-2025)

Bid Item #	Quantity	Unit	Item Description	Unit Cost	Total Figures
14.	14	EA	Backflow Size: ¾" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
15.	35	EA	Backflow Size: 1" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
16.	8	EA	Backflow Size: 1-1/4" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
17.	48	EA	Backflow Size: 1-1/2" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
18.	69	EA	Backflow Size: 2" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
19.	5	EA	Backflow Size: 2-1/2" -Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District.	\$ _____ EA	\$ _____
20.	7	EA	Backflow Size: 3"	\$ _____ EA	\$ _____

21.	4	EA	-Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District. Backflow Size: 4''	\$ _____ EA \$ _____
22.	4	EA	-Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District. Backflow Size: 6''	\$ _____ EA \$ _____
23.	2	EA	-Inspect, Test, and Certify the Backflow Assembly according to the Maintenance Report of the Governing Water District. Backflow Size: 8''	\$ _____ EA \$ _____

Additional Services

24.	10	EA	Testing charge for additional backflow device(s).	\$ _____ EA \$ _____
25.	40	EA	Re-Test charge for backflows that failed initial testing.	\$ _____ EA \$ _____
26.	80	Hour(s)	Hourly rate charge for any backflow requiring repair. Estimated at 2-Hours per Backflow Repair.	\$ _____ EA \$ _____

TOTAL BID AMOUNT FOR: Backflow Prevention Program: Testing and Servicing (Fiscal Year 2024-2025

(Total Lump Sum Bid Amount)

WRITTEN IN \$ _____
FIGURES

WRITTEN IN WORDS

**GRAND TOTAL BID AMOUNT FOR: Backflow Prevention Program: Testing and Servicing (Fiscal Year 2023-2024 and Fiscal Year 2024-2025)
(Total Lump Sum Bid Amount)**

**WRITTEN IN \$ _____
FIGURES**

-

WRITTEN IN WORDS

Please note the following regarding bids:

- A.** At the sole discretion of the City, Award if made, will be made to one (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid shown on the North and South Maintenance Area Map, and Additive Alternative Supplemental Bid Schedules #1-#2 (Items #1-#26), combined.
- B.** The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark- up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.
- C.** Bid is for a project complete-in-place.
- D.** Bid shall include all sales tax, and all other taxes and fees.
- E.** 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.

F. The quantities above are approximate only and are given for the purpose of comparison only, payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the City 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 City to determine partial payments.

G. 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 Bidder's failure to execute a written agreement to perform the work at his Bid Price.

H. 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 undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that they will execute a Contract with the Agency in the form set forth in the Contract Documents and that they will accept in full payment thereof the preceding 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. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. 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 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 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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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.

Noncollusion Affidavit

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

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
(Title 49, Code of Federal Regulations, Part 29)

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, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

- Does not have a proposed debarment pending; and

- Has not be 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.

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Person who inspected site of the proposed work as a representative of your firm:

_____ Date of Inspection _____
Name (please print)

Bidder acknowledges receipt of the following Addenda:

_____ Dated _____
_____ Dated _____
_____ Dated _____
_____ Dated _____

NAME OF BIDDER: _____

NAME AND TITLE OF SIGNING PARTY: _____

SIGNATURE OF BIDDER: _____

Contractor's California License No.

(CORPORATE SEAL)

Name of License Holder

Type of License

Expiration Date

Contact Information:

Company Name: _____

Contact Person: _____

Title: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____, as Principal,
and _____ as Surety, are hereby
held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of

_____ for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.
(Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).

Signed, this _____ day of _____, 2024.

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

PROJECT: Backflow Prevention Program: Testing and Servicing

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.

Two Witnesses
(If Individual):

PRINCIPAL: _____

By: _____

Title: _____

ATTEST (If Corporation):

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

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
service of process in
California, if different
from above)

(Telephone Number of Surety
and Agent or Representative
for service of process in
California)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of Section 2-3.2 of said "Standard Specifications" Bidder understands and agrees that the Contract Work described in the Plans and Specifications for the Project: Backflow Prevention Program: Testing and Servicing requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility 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 ("Greenbook").

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 (submitted on or after March 1, 2015), or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. Bidders and their subcontractors shall provide an extract PDF at the of bid showing active registration from the Public Works Contractor online registration at <https://efiling.dir.ca.gov/pwcr/search>

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (½%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

Trade	% Of Work To Be Done	Name	License No.	Address

* Identify any DBE subcontractors

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	Address

Contractor's California License No.	Type of License	
-------------------------------------	-----------------	--

Name of License Holder	Expiration Date	
------------------------	-----------------	--

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

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

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____

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)

(Typed Name and Title)

California
License No.

Type of License

Name of License Holder

Expiration Date

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____

EXPERIENCE STATEMENT

Bidder submits, as part of their bid, the following statements as to their 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 their experience.

Bidder has been engaged in the contracting business under their present business name for _____ years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of _____ years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to them, except as follows: (Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

List a minimum of three backflow assembly testing and servicing which your company has performed in the last five years that meets or exceeded the total scope of work for BACKFLOW PREVENTION PROGRAM: TESTING AND SERVICING where the cost of services for each project was at least \$100,000 or greater. Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<u>Name & Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed & \$ Amount</u>
------------------------------------------------------	------------------------------------------------	----------------------------------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Bidder shall attach and properly designate additional pages, if necessary.)
PUBLIC WORKS CONTRACTOR REGISTRATION DOCUMENTATION

Pursuant to Section 1771.1 of the Labor Code, Bidder submits, as part of their bid, the following EXTRACTS (pdf) verifying Bidder's and their listed subcontractor's active registration with the Department of Industrial Relations and eligibility to perform public work pursuant to Section 1725.5 of the Labor Code. 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 Bidder's and their subcontractor's registration status.

Name & Address of Contractor/Subcontractor <u>License Type & Number</u>	Registration <u>Number</u>	Registration <u>Date</u>	Registration <u>Expiration</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Bidder shall attach Public Works Contractor Web Search Extracts for them and their subcontractors).

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
Moisture Vapor Susceptibility	307	
Optimum Bitumen Content*	367	
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, “Foreign Materials,” of the Standard Specifications shall not apply.

NOTICE OF AWARD

CITY OF PERRIS

Backflow Prevention Program: Testing and Servicing

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

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. Mandatory construction start date is February 12, 2024.

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 non-mandatory pre-construction meeting for the contractor and all of their subs 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 _____ day of _____, 2024.

City of Perris
Agency

By: _____
Jessica Galloway

Title: Public Works Special District Supervisor

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged

by _____ this

_____ day of _____, 2024.

Contractor

By _____

Title _____

Contractor's California License No.

Expiration Date

CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
Backflow Prevention Program: Testing and Servicing

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this _____ day of _____, 2024, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and [Insert Contractor Name] (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICE OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: Backflow Prevention Program: Testing and Servicing. Plans and Specifications and Information for Bidders, Special Provisions, which are incorporated by this reference as though set forth in full herein; and the Federal Prevailing Wage Determinations.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal, materials, laboratory test results, and reasonable incidental to inspect, test, repair, report, and certification. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of the Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of the Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of, _____ Dollars and 00/Cents (___), in accordance with section GP, "General Provisions" and Section SP, "Special Provisions", and Section BF, "Bid Form," and "Bid Schedule of Values"

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP, "General Provision", Section SP, "Special Provisions"; "Schedule of Values", and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from

date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

Contractor hereby authorized City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omission in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

[Insert Contractor Representative Name], is designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

The City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without

reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnatee with respect to those Claims as to which such Indemnatee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnatee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are 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 negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an

existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the Backflow Prevention Program: Testing and Servicing shall commence on the 12th day of February 2024 and will have specified periods of time determined by backflow inspection notices within Fiscal Year 2023-2024 and Fiscal Year 2024-2025 from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result

of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The 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 Agreement.

6.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are

employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
Public Works
1015 S. "G" Street
Perris, CA 92570
ATTN: Jessica Galloway, Public Works Special Districts Supervisor

Contractor

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate

of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination and post it in a conspicuous place at the site of the work described in this Agreement.

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.6 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.9 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.10 Corporate Authority

The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the

_____ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

SIGNATURE OF CONTRACTOR: _____

Contractor's California License No.

Name of License Holder

Type of License

Expiration Date

(CORPORATE SEAL)

ATTEST:

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 shall be provided by the Contractor in conformance with the requirements of Sections 6 and 7 of the General Provisions of these Contract Documents:

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 Sections 6 and 7 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, its elected and appointed officials, employees, agents, Agency, Consultants as additional insured under Contractor's General Liability Policy.

ADDITIONAL INSURED AND WAIVER OF SUBROGATION- The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents, consultants, and independent contractors as additional insured and shall specify that the City of Perris be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's Insurance coverage. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Such insurance shall be subject to approval by the City Attorney.

CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: Backflow Prevention Program: Testing and Servicing

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 City Public Works Director 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 Representative)
(Attach Acknowledgement)

(Name)

(Company)

(Street Number)

(Street Number)

(City)

(City and State)

(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)
) ss.
COUNTY OF _____)

page 2 of 2

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 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 company.

IN WITNESS WHEREOF, I have signed and affixed my Official Seal on the date in this certificate first above written.

Notary Public in and for said
County and State

(SEAL)

Commission expires _____

CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: Backflow Prevention Program: Testing and Servicing

TYPE OF INSURANCE: COMPREHENSIVE GENERAL LIABILITY 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 45 days advance written notice by registered mail to the Agency and City Public works Director 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	Date	Limits of Liability		
<u>Number</u>	<u>Effective</u>	<u>Expiration</u>	<u>Bodily Injury</u>	<u>Property Damage</u>

The following types of coverage are included in this policy (indicated by "X" in space):

Manufacturers' and Contractors'	Yes ___ No ___
Owners' and Contractors' Protective	Yes ___ No ___
Blanket Contractual	Yes ___ No ___
Completed Operations	Yes ___ No ___
Owned Automobiles	Yes ___ No ___
Hired Automobiles	Yes ___ No ___
Non-Owned Automobiles	Yes ___ No ___
Broad Form Property Damage	Yes ___ No ___
"XCU" Exposure	Yes ___ No ___

ENDORSEMENT:

The Agency, the Owner's Representative, Consultants, and his consultants, and each of his officers, agents, and employees are included as additional insured 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.

All of the above policies of insurance shall be primary insurance and shall name the City of Perris, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, and its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance to the City.

EFFECTIVE: _____

Named Insured

Insurance Company

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)
) 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 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 company.

IN WITNESS WHEREOF, I have signed and affixed my Official Seal on the date in this
certificate first above written.

Notary Public in and for said
County and State

(SEAL)

Commission expires _____

NOTICE TO PROCEED

TO: _____

Project Description: Backflow Prevention Program: Testing and Servicing

You are hereby notified to commence Work (Full Project) and /or (Phase Specific) in accordance with the Contract dated _____, on or before the 12th Day of February 2024, and you are to complete all work within specified periods of time determined by backflow inspection notices within Fiscal Year 2023-2024 and Fiscal Year 2024-2025 after the date February 12, 2024. The date of completion of all work (or Phase Specific Work) is therefore set by backflow assembly inspection notices within each fiscal year.

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

Dated this ____ day of _____.

City of Perris
Agency

By: _____
Jessica Galloway

Title: Public Works Special Districts Supervisor

ACCEPTANCE OF NOTICE

Receipt of the Notice to Proceed is hereby acknowledged by
_____, this the ____ day of
_____, 20__.

Contractor By _____

Title _____

Contractor's California License No.

Name of License Holder

Type of License

Expiration Date



CITY OF PERRIS

CHANGE ORDER

Order No. _____

Date _____

Contract Date _____

Project: Backflow Prevention Program: Testing and Servicing

This Change Order # _____ changes the Agreement between the City of Perris and _____, for Backflow Prevention Program: Testing and Servicing please read it carefully.

JUSTIFICATION:

CHANGE TO CONTRACT PRICE:

Original Contract Price \$ _____

Current Contract Price (Adjusted by
Previous Change Order(s)): \$ _____

Contract Price due to this Change Order
will be increased: \$ _____

New Contract Price including this
Change Order: \$ _____

CHANGE TO CONTRACT TIME

Contract Time will be increased: *As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of _____ (____) additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is _____.*

Date for completion of all work: _____
(Date)

APPROVALS REQUIRED

To be effective, this change order must be approved by the City of Perris and _____.

CITY OF PERRIS:

Approved by: _____ Date _____
Jessica Galloway
Public Works Special Districts Supervisor

_____:

Approved by: _____ Date _____
Contractor

End of Change Order# ____
Nothing Follow

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Backflow Prevention Program: Testing and Servicing

CONTRACTOR

CONTRACT DATE

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: City of Perris
(OWNER)

And To: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

.....
Date of Substantial Completion

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

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

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 the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on _____,
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: Backflow Prevention Program: Testing and Servicing

PERIOD WORK PERFORMED: _____

Above named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD:

\$ _____
(words)

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have of whatever type of nature for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver have been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials, and work due Subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

_____ Date _____ Printed
Name of Contractor

Describe 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. Section 2-3, "Subcontracts" Section 2-3 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. Section 3-4, "Changed Conditions" Section 3-4 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. Section 4-1.1, "General" Section 4-1.1 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. Section 6-9, "Liquidated Damages" 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 \$500 for each and every calendar day's delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

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. Section 7-2.2, "Laws" Section 7-2.2 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, \$50.00 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, \$50.00 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 State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

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 be 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 Community Services, 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 Community Services and/or City Engineer, or his/her designee, possess 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. Section 7-3, "Liability Insurance" Section 7-3 of said "Standard Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

7.3.1 Contractor's Liability:

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers, and their respective elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities" and collectively, "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision. An Indemnities shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.
- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 7.3.1.A above, except for such Claims which are the result of such Indemnities' willful misconduct.

- (c) In the event the City of Perris, its officers, agents or employees are 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 negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7.32 Liability Insurance:

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 7.3.2 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provision of this Section 7.3.2 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of the Agreement, the contract between the Contractor and such subcontractor shall required the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

"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."

7.3.3 Sufficiency of Insurer or Surety:

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

7-4 "Workers' Compensation Insurance"

7.4.1 Section 7-4 of said "Standard Specifications is amended to read:

Before execution of the contract by the Board, 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 insureds in the policy of insurance provided for in Section 7-3.2 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.

7. Section 7-10.4.1, "Safety Orders" Section 7-10.4.1 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 "Work Area Traffic Control Handbook" published by Building News, Inc.

8. Section 7-13, "Laws to Be Observed" Section 7-13 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.

9. Section 9-3, "Payment" Section 9-3 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 chartered 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.

Section 9-3.2 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.

Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City of Perris, unless otherwise directed by the Engineer, or labor compliance officer. A retention of five (5%) shall be withheld from this payment. In accordance with Federal Labor Standards Provisions at 29.CFR.Part 5, Section 5.9 "Suspension of Funds", the Labor Compliance Officer shall suspend all progress payments pending the resolution of alleged labor violations.

10. Section 10, "Other Provisions" Section 10 is added to said "Standard Specifications" to read:

10.1 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.

- 10.2 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 addition to and not in limitation of any other rights or remedies available to the City.

- 10.3 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 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.

11. “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 contract, 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 these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and 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. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

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 STANDARD SPECIFICATIONS — The specifications entitled, Standard Specifications for the State of California Department of Transportation, as amended, in the General Provisions of these Specifications, shall hereinafter be referred to as the Standard Specifications. These shall be the most recent version published.

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-1-1.02 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
DEPARTMENT	California State Department of Transportation (Caltrans)
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	City of Perris

DIRECTOR Public Works Director 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 Inviting Bids.

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

SP-1-1.03 EXAMINATION OF PREMISES — Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 SCOPE AND CONTROL OF THE WORK — Attention is invited to the provisions of Section 2 of the Standard Specifications, the amendments in the General Provisions herein and these Special Provisions.

SP-1-2.01 PLANS AND SPECIFICATIONS — Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special 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 City Engineer shall apply.

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 City 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 and shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS — All work shall conform to the Caltrans Standards 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, both testing and servicing, shall be completed within each fiscal year 2023-2024 and 2024-2025 after commencement date given in the Notice to Proceed. The time stated for completion includes final cleanup and any testing required. Additional days will

be given for days classified as rainy days by the Public Works Director.

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 2-10 of the Standard Specifications.

SP-1-2.07 SUBCONTRACT — Attention is directed to the provisions of Section 2- 3,
SP-14

"Subcontracts", of the Standard Specifications as amended in the General Provisions herein and these Special Provisions.

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 Director of Community Services. Within time specified in the proposed changes in Work or 10 days, when not otherwise specified, after receipt of changes in Work, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Attention is invited to Section 3 of the Standard 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 Standard 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 Director of Community Services.

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 Contractor. 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 4-1.4, "Test of Materials", of the Standard Specifications.

SP-1-4.02 LABORATORY — The Contractor shall make all arrangements for a laboratory, designated by the City, 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 twenty-four (24) 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 5 of the Standard 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 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 Section 6 of the Standard Specifications and these Special Provisions.

SP-1-6.01 PROGRESS SCHEDULE — After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Standard Specifications. 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.

SP-1-6.02 BEGINNING OF WORK — The contractor shall begin work on February 12, 2024. If for some reason the City does not authorize the work to begin on such date, the work shall begin on the date specified by the City.

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 6-7 of the Standard 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 Standard Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK — The Public Works Director 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 Public Works

Director 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 Public Works Director.

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 Public Works Director, 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 Public Works Director, 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 6-3 of the Standard 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 therefrom 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 Public Works Director, 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 Public Works Director 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 Standard 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 7 of the Standard Specifications as amended in the General Provisions and the provisions of these Special 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 7-2 of the Standard Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE — Attention is invited to the provisions of Section 7-3 of the Standard Specifications 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 7-4 of the Standard Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION — The contractor shall obtain a no-fee excavation permit 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 Building 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 8:00 a.m. until 5:00 p.m., Monday through Thursday. Inspections outside these hours and legal holidays may be available through appointments approved by Director/City Engineer only, and inspector's time will be billed to the contractor at the rate of \$85.00 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 7-6 of the Standard Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK — Attention is directed to Section 7-7 of the Standard 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.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to insure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this 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	(909) 925-5999
Southern California Gas Company	(800) 662-9777

City of Perris Water Department	(909) 657-3280
Eastern Municipal Water District	(909) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2253
Paragon Communications	(714) 379-3376

Full compensation for conforming to the requirements of this section, not otherwise provided for, 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 7-8 of the Standard 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 improvements 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 Section 7-9 of the Standard Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

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

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

Full compensation for the work involved in the preservation of property as above specified shall be

considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE — The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work. Convenience of 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 therefore.

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 "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7-10.4 of the Standard 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. This shall include installing and maintaining all items shown on the traffic control plans.

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.

SP1-7.13 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.

The contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

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 Stated 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 7.13 of the Standard Specifications as amended in Section 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 forty-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.

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(909) 657-3280
Eastern Municipal Water District	(909) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2293
Paragon Communications	(714) 379-3376
Elsinore Valley Municipal Water District	(909) 674-3146

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 INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS — 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 City, a written request for an interpretation or correction thereof. 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 mailed or delivered to the aforementioned person as well as the other prospective bidders as specified in the bid documents. THE CITY WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

PART II — STANDARDS CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK — The Contractor shall furnish, in accordance with the specifications and drawings, all labor, equipment and materials required for completion of the City of Perris, Backflow Prevention Program: Testing and Servicing.

SP-2-2.00 DRAWINGS — Contract drawings applicable to the work to be performed under the contract are the drawings prepared by backflow manufacturer.

SP-2-3.00 SITE OF THE WORK — Site of the work is in the City of Perris within County of Riverside, California.

SP-2-4.00 TIME OF COMPLETION — The work shall be completed within specified periods of time determined by backflow inspection notices within Fiscal Year 2023-2024 and Fiscal Year 2024-2025 in accordance with the schedule provided in Notice Inviting Bids from expected contract start date of February 12, 2024. The contractor is required to test the backflow assembly within one month of noticing from EMWD and or the City, in case of a failed backflow the contractor will have 15 days to complete the repair and submit proof of a passed test. In the event of a failed backflow assembly inspection, allotted timeframe to repair and certify the backflow assembly will be in accordance with the State and Local Laws, the assembly shall be repaired or replaced within 15 days of failure.

SP-2-5.00 LIQUIDATED DAMAGES — As defined in Section 6-9 of the Standard Specifications, the amount fixed for liquidated damages for delay in completion is \$500.00 per calendar day for each and every day over the time of completion in excess of the time specified for completion, plus any authorized time extensions.

SP-2-6.00 INSURANCE — 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 7-3 of the Standard Specifications and as shown in this specification.

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 Public Works Director 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:

Bid Specification
Package Standard
Specifications
Public Works Construction Manual

Eastern Municipal Water District
City of Perris Water District

References made to Standard 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 Public Works Director shall apply.

SP-2-10.00 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

The successful Contractor will be responsible for reproducing all specifications and drawings. At the Contractor's request copies of specifications and drawings will be furnished by the City at reproduction cost

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, (800) 227-2600, 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.

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 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK —

The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

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

The Contractor shall inform the Public Works Director 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-2-15.00 COMPLIANCE WITH REGULATIONS — The Contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

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 Public Works Director to perform in a safe and satisfactory manner the work required by the contract.

It is a misdemeanor to use water from any Public Fire Hydrant without authorization.

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 Public Works Director prior to their completion. Unless otherwise provided full compensation for dust abatement as described 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 Owner.

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 Public Works Director, 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 Public Works Director, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the Public Works Director 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 Public Works Director 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 Public Works Director, 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 TRAFFIC CONTROL (PUBLIC CONVENIENCE AND SAFETY) STREET CLOSURES, DETOURS, BARRICADES — The Contractor shall comply with all applicable State, County and City requirements for work in the public right-of-way. The Contractor shall provide and maintain barriers, guards, lights, signs, temporary bridges, pilot cars, arrow boards, message boards, flag persons and watch persons, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices. All work shall be accomplished in accordance with the requirements specified in Subsection 7-10 of the Standard Specifications for "Public Works Construction" latest edition. In addition, traffic control shall be provided in accordance with the State of California's "Traffic Manual", latest edition and plans.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer or his representative may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the

Contractor at his expense. Should the City Engineer or his representative point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

Thru traffic may be detoured and adequate signs posted. Local traffic (2-ways) and access to existing driveways shall be maintained at all times.

A traffic control plan has not been provided. The Contractor shall place "No Parking Anytime" signs 48 hours prior to construction at locations approved by the City Engineer, said signs shall be of the size and type specified by the City Engineer. The Contractor is also responsible for notifying all affected businesses and residents of his scheduled work.

Unless provided, otherwise 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.

HOURS OF WORK — Except where otherwise noted, all work shall normally be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday thru 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 \$85.00 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.

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 paid for the various contract items of work listed in the Bid Form except where specified otherwise.

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 DIRT/GRINDING EXPORT — The Contractor shall be responsible for the removal of all excess dirt, grinding or unsuitable materials, if any, created by the construction of the project. The cost for this shall be considered in the various bid items if not specified.

SP-2-27.00 DIRT/MATERIAL IMPORT — The Contractor shall be responsible for the import of any dirt or materials, if required, for the construction of the proposed project. The cost for obtaining, hauling and placement of any material, if not indicated, shall be considered in the various bid items.

SP-2-28.00 COMPACTION — All fill, sub-base, base, under pavement, curb, gutter, and sidewalks to be compacted in place to 95% relative compaction except where specified otherwise. The earthwork will be tested for compliance by a Registered Soils Engineer, as designated by the City at Contractor's expense. Any retesting by the Soils Engineer due to failure to achieve minimum compaction will be paid for by the Contractor.

SP-2-29.00 CONSTRUCTION DETOUR AND TRAFFIC CONTROL — Two way access to residents and business shall be maintained at all times during construction. The Contractor shall provide all signage, barricades, flaggers and warning devices necessary to adequately protect the public, through traffic and the Contractor's workers and equipment. A traffic control plan has not been provided. Contractor shall be responsible for this work. Also refer to NIB- 5, Item #30.

SP-2-30.00 CONSTRUCTION SURVEY STAKING — The Contractor will be responsible to supply construction staking and re-staking. Any costs for construction survey staking shall be included in the prices listed in the Bid Form except where specified otherwise.

SP-2-32.00 MOBILIZATION — Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. The cost of mobilization shall be included in the lump sum bid price of mobilization and shall include re-mobilization for different stages of work necessary to complete the project.

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:
GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item not designated for removal on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

SELECTED MATERIALS - Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation unless otherwise noted. All work shall meet with the requirement of Soil's Engineer.

SURPLUS MATERIALS - The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material, unless requested by City. Surplus excavation shall become the property of the Contractor.

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and no additional compensation will be made therefore.

SP-2-34.00 FEDERAL LOBBYING RESTRICTIONS – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completion disclosure form as part of the bid documents.

A certificate for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, “Disclosure of Lobbying Activities”, with instructions for completion of the Standard Form is also included in the Proposal. Signing the proposal shall constitute signature of the Certification.

The above-reference certification and disclosure of lobbying activities shall be included in each sub-contract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

SP-2-35.00 DISADVANTAGED BUSINESS – This project is partially federally funded, and the Contractor is encouraged to comply with Part 23, Title 49, Code of Federal Regulations entitled “Participation By Minority Business Enterprise in Department of Transportation Programs”. The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- (a) A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to meet the DBE goal through subcontracting or material purchases or make good faith effort to do so;

- (b) A DBE may participate as a subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;
- (c) A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venture must submit either Schedule B of the Regulations or California Department of Transportation Office of Civil Rights form entitled "Minority/Disadvantaged/Women Business Enterprise Joint Venture";
- (d) A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- (e) DBE's must be certified by California Unified Certification program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - 1. The Caltran's "Civil Rights" web site at: <http://www.dot.ca.gov/hq/bep>.
 - 2. The Caltran's DBE Directory. This directory 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.

- (f) When reporting, DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:
 - 1. If the materials or supplies are obtained from A DBE manufacturer, 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - 2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept

in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such building items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided in this paragraph F.1., if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract- by-contract basis. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.

3. If the DBE is neither a manufacturer nor a regular dealer, county only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

(g) When reporting DBE participation, bidders may count the participation of DEB trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm including an owner- operator, who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total values of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it received as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE:
6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(i) Bidders are encouraged to use services offered by financial institutions owned and controlled by DBE's.

SP-2-36-00 DBE VOLUNTARY GOAL FOR THIS PROJECT – The City has established the following goal for disadvantaged businesses (DBE) participation for this project. Disadvantaged Business (DBE) 7.56%

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to assure meeting the goal for DBE participation.

Bidders are encouraged to utilize the services of Caltrans and/or specialized organizations to contact interested DBEs.

SP-2-37.00 DBE RECORDS – The Contractor shall maintain records of all subcontracts entered with certified DBE subcontractor and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form HC-43 and certified correct by the Contractor or his authorized representative, and shall be furnished to the Engineer.

SP-2-38.00 SUBCONTRACTING – Attention is directed to the provisions in Section 2-3, Subcontracts, or the Standard Specifications, and SP-3, "Submission of DBE Information, Award, and Execution of Contract", elsewhere in these special provisions and these special provisions.

The requirement in Section 2-3.2 of the Standard Specifications that the Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original contract price is not changed by the Federal Aid requirement that the Contractor perform not less than 30 percent of the original contract work with his own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of the Standard Specifications of the California Department of Transportation. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

The DBE information furnished under ST-3-1.01, "DBE Information", of these standard provisions is in addition to the subcontractor information required to be furnished under said Section 2-3, "Subcontracts" of the standard provisions.

In accordance with the Federal MBE regulations Section 23.45(f) (2) Part 23, Title 49 CFR:

(1) No substitution of a DBE subcontractor shall be made at any time without the written consent

of the Department, and

- (2) If a DBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.
- (3) The requirement in ST 2-35.00, "Disadvantaged Business", of these standard provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

SP-2-39.00 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS—

The DBEs listed by the Contractor in response to the requirements in the section of these special provisions entitled "Submission of DBE Information, Award, and Execution of Contract", which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials for other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- (2) The listed DBE becomes bankrupt or insolvent.
- (3) The listed DBE fails or refuses to perform his subcontract or furnish the listed materials.
- (4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- (6) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

If a trucking broker, who is not a DBE but was listed for DBE credit in the Contractor's DBE information, fails to pay at least 20 percent to the DBEs listed on the broker's "certified roster", the broker will no longer be eligible for DBE credit for one year.

If a DBE trucking broker was listed for DBE credit in the Contractor's DBE information on the basis of the broker's signed agreements with DBE truckers that the trucking will be performed by certified DBE truckers and if all the revenue paid by the broker is not paid to the DBEs listed on the broker's "certified roster", the broker will no longer be eligible for 100 percent DBE credit for one year.

The Contractor shall include the above information in the agreements made with trucking brokers so that brokers will be aware that they may become ineligible for DBE credit.

The Contractor shall submit monthly documentation to the Engineer that shows the amount paid to DBE truckers under trucking brokers listed in the Contractor's DBE information. The records must confirm that no less than 20 percent was paid to DBE truckers by brokers who are not DBEs and that all the revenue paid by DBE brokers was paid to DBE truckers if the Contractor indicated in the DBE information that the broker had signed agreements with DBE truckers that the trucking will be performed by DBE truckers.

PART III – SUBMISSION OF DBE INFORMATION, AWARD, AND EXECUTION OF CONTRACT

SP-3-1.01 GENERAL – The bidder's attention is directed to the provisions in Section 2, "Award and Execution of Contract", of the Standard Specifications and these special provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

The required DBE information shall be submitted on the "DBE INFORMATION" form.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

SP-3-1.01A DBE INFORMATION – If DBE information is not submitted with the bid, the apparent successful bidder (low bidder) and the second low bidder shall submit DBE information to the Department no later than close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

DBE information sent by certified mail and postmarked on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after said fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal non-responsible. Other bidders need not submit DBE information unless requested to do so by the Department. When such request is made, the DBE information of such bidders shall be submitted so the information is received by the Department no later than close of business on the third day, not including Saturdays, Sundays and legal holidays, after said notification, unless a later time is authorized by the Department.

The bidders DBE information shall establish that the DBE goal will be met or that a good faith effort to meet the goal has been made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal,

their submittal should also include their good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DBE goal will be met shall include the names of DBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of the contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of said work. (Note: DBE subcontractors to whom the bidder proposes to subcontract portion of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, must have been named in the bid. – See section entitled “Required Listing of Proposed Subcontractors” in Section 2 of these Standard Specifications).

The information necessary to establish the bidder’s good faith efforts to meet the DBE goal may include:

- (1) The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for DBE participation for this project was placed by the bidder.
- (2) The names and dates of notices of all certified DBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- (3) The items of work for which the bidder requested sub bids or materials to be supplied by DBEs, the information furnished interested DBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBEs to bid on.
- (4) The names of DBEs who submitted bids for any of the work indicated in (3) above which were not accepted, a summary of the bidder’s discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder’s choice. If the reason for rejecting a DBE bid was price, give the price bid by the rejected DBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bids.
- (5) Assistance that the bidder has extended to DBE’s identified in (4) above to remedy the deficiency in their sub-bids.
- (6) Any additional data to support a demonstration of good faith effort, such as contacts with DBE assistance agencies

lowest responsible bidder whose proposal complies with all the requirements prescribed.

PART IV CONSTRUCTION – MATERIALS, METHODS, SPECIFICATIONS, AND PAYMENT REQUIREMENTS

It is the intent of these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and 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. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

SP-3-2.00 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization", of the Standard 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.

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. This includes any remobilization due to phasing of work.

SP-3-3.00 – TRAFFIC CONTROL SYSTEM

Traffic control shall conform to the provisions in sections 7-1.02 "Load Limitations," 7-1.06, "Safety and Health Provisions," Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety", and Section 12-3.04 "Portable Delineators" of the Standard Specifications, the Manual of Traffic Controls, 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 7-1.09.

Dust control shall be considered as part of the traffic control system and shall be in compliance with Section 10, "Dust Control" of the standard specifications except that no extra work will be paid when the engineer orders the application of water for the purpose of controlling dust caused by public traffic or the contractor's operation. Dust control is the contractor's responsibility throughout construction even when no work is taking place.

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.

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 12-2.02 (flagging costs) of the standard specifications. Flagging costs will 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 project.

Public notification shall be considered part of the traffic control system. The contractor shall provide written notices to all affected residents and businesses at least seven days prior to when the traffic control will change. The Contractor shall be responsible for writing, copying, and distributing these notices. The notice shall be reviewed and approved by the Engineer.

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.

The Contractor shall be responsible for developing a traffic control plan for the work. A civil or traffic engineer licensed in the State of California shall sign the plan(s). The plan(s) shall address, at a minimum, how the different phases of a) concrete removal and replacement, b) pavement reconstruction, and c) pavement overlay will be addressed. The civil or traffic engineer shall determine if K-rail is required at any location. If so, this cost shall be the responsibility of the Contractor at no additional cost to the City. Please refer to NIB-5, Item # 30. When work can be done per the W.A.T.C.H. Manual, no traffic control plan is required; however, Contractor is to submit the details he intends to use. Arrow boards are required for all lane closures.

Two thru minimum 12' wide paved lanes (one in each direction), including left turn access to intersections and driveways must be maintained at all times. If in the opinion of the City Engineer this is not safe, flagman or other hours for construction may be considered at no additional cost to City. When in the opinion of City Engineer this is not possible, work must take place during evening hours at no additional cost to the City.

Areas shall not be cold-milled more than 6 calendar days prior to receiving an A.C. Leveling Coarse (or final cap if no leveling coarse is placed).

Areas shall be capped within 15 calendar days of A.C. Leveling Coarse being placed. Striping or tabs, need to be in place before opening lanes back to traffic.

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.

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

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

SP-3-4.00 – SPECIAL SIGNS

The Contractor shall furnish and erect two sided Special Sign at the locations designed by the Director of Community Services in accordance with the Standard Plans and these Special Provisions.

These signs will be in addition to any regulatory signs or signs needed for standard traffic control. These signs will be part of the traffic control plan. The contractor shall install the sign 7 days prior to start of field construction. For bidding purposes, the signs shall be assumed to be 5'X8' and shall include project name, start and completion date, City Name, City seal, City Council Names, and the City Manager Name, The contractor shall submit the sign layout to the City 15 days prior to the start of the construction for review and approval. The contractor shall install the sign on 2 wood posts at project site at a location approved by the City.

The signs shall be professionally manufactured and installed in accordance with Section 56-2 of the Standard Specifications, and Standard Plans RS1 through RS4, and the Caltrans Publication, "Standard Alphabet of Highway Signs".

Signs shall be manufactured using $\frac{3}{4}$ " plyglaze or equivalent support material, 4" minimum lettering size, 1" border, and reflective sheeting conforming to FHWA FP-85 Type IIA or AASHTO M268 Type III.

Compensation for work under this item shall be considered to be included in and paid for in the lump sum bid price Traffic Control System bid item and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for furnishing, erecting, maintaining, and removing the signs and no additional compensation will be allowed therefore.

SP-3-5.00 – 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 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. Such record drawings shall include one (1) paper copy and one (1) electronic copy one media approved by the Director of Community Services or his designee.

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-3-6.00 – WATER POLLUTION CONTROL

The Contractor shall carry out the water pollution control as indicated in the Storm Water Pollution Prevention Plan, the Erosion and Sediment Control Plan, the Standard Specifications, these Special Provisions, and as directed by the Engineer. The Contractor shall also comply with all and every water

pollution requirement as set by the regulatory agencies.

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution" of the Standard Specifications and these Special Provisions.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) 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 the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>. 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. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available 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 day's 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 9-1.06, "Partial Payments" of the Standard Specifications.

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.

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 Director of Community Services immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

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

SP-3-7.00 – AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements", of the Standard 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 4-1.02, "Final Cleaning Up", of the Standard 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-3-8.00 – MAINTENANCE OF ROAD

During the time of construction the Contractor shall be responsible for the maintenance of the road within the proposed project limits whether work has begun on that section of road or not. Compensation for work under this item shall be included in other items of work.

SP-3-9.00 – PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.11, "Preservation of Property", of the Standard 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 20-4.07, "Replacement", of the Standard Specifications. The Contractor shall water replacement plants to conformance with the provisions in Section 20-4.06, "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 Standard 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 20-4.05, "Planting", of the Standard 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.

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 unless is specified otherwise.

SP-3-10.00 – UTILITY VERIFICATIONS AND POTHOLING

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities", and Section 15, "Existing Highway Facilities", of the Standard 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 (USA)	1-800-227-2600

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. Utility verifications and potholing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals (including coordination), shall be paid for under other items of work unless is specified otherwise and no additional compensation will be allowed thereof.

SP-3-11.00 – DEMOLITION, ROADWAY EXCAVATION, AND EARTHWORK

Earthwork shall conform to the provisions in Section 16, "Clearing and Grubbing", Section 17, "Watering", Section 18, "Dust Pallative", Section 19, "Earthwork", Section 20, "Erosion Control and Highway Planting", and Section 22, "Finishing Roadway", of the standard specifications and these special provisions.

This item shall include all earthwork in the project including, but not limited to, all clearing and grubbing, all import, export, grading, compaction, shoulder grading, ditch excavation and all earthwork not specifically noted elsewhere in the specifications. This item shall also include all clearing and grubbing and all removal of asphalt concrete (except for cold-planing of asphalt concrete if addressed elsewhere in the bid schedule).

This item shall include all removals and demolition as shown on the plans and those removals necessary to project completion but not specifically called out on the plans or in the schedule of bid items.

Demolition, roadway excavation, and earthwork (including pavement removal and site grading) for the entire project will be paid under various bid items when not specified in the schedule of bid items and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals

and for doing all work and no additional compensation will be allowed thereof.

SP-3-12.00 – SUBGRADE PREPARATION

The subgrade shall be prepared per the Standard Specifications and these special provisions. The top 1.0 feet of subgrade shall be moisture conditioned, processed, and compacted to a minimum relative compaction of 95% or as recommended by soil engineer.

It is critical to not damage the existing utilities during construction. To this end, the City has reviewed record drawings and have included existing 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.

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 provided in Section 4-1.03D.

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.

Compensation for work under this item shall be included in various items of work unless specified.

SP-3-13.00 – AGGREGATE BASE

Aggregate base shall be Class II and shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications, these special provisions and the geotechnical engineer's reports contained within these specification package when provided. In addition to meeting all the requirements for Class II Aggregate Base of the State's standard specifications, the material shall also have a minimum unit weight of 125 pcf as determined by California Impact Test Method 216F or ASTM D1557-00. The Class II Aggregate Base shall meet the grading requirement for 3/4-inch maximum.

The Contractor shall have the proposed base certified by an independent testing laboratory to meet Caltrans standards (including R-values) and the minimum unit weight requirement. This certification, along with the data, shall be submitted to the Engineer for review, at the preconstruction meeting. This certification will not release the Contractor from having the base tested by the Engineer to meet specifications during construction.

The maximum thickness of any lift of base shall be 8.0 inches. Compensation for work under this item shall be included in various items of work unless specified. And shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in constructing aggregate base complete in place and no additional compensation will be allowed therefore. Payment will be in accordance with Sections 26-1.06 and 26-1.07 of the standard specifications. Certified weight tickets must be submitted with each truck of base.

SP-3-14.00 – MINOR CONCRETE

Minor concrete shall comply with Section 90 “Portland Cement Concrete” of the standard specifications and these special provisions except that no fly ash is allowed. References to Section 90-2.01 “Portland Cement” of the standard specifications shall mean Section 90-2.01 “Cement” of the standard specifications. Any concrete accelerators used to speed construction shall be at the Contractor’s expense and no payment will be made. 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.

All minor concrete items (including, but no limited to, sidewalks, curb and gutter, driveways, access ramps and cross gutters) shall be built per Riverside County Improvement Standards and Specifications 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 cross gutter and driveway thickness is 8.0 inches.

Handicap access ramps shall be bid per each and shall include all work from the BCR to the ECR including, but not limited to, all concrete curb and gutter, type D curb at back, sidewalk, scoring, grading to conform to existing area, and any and all work to make the ramp meet ADA requirements.

Payment for minor concrete shall be per unit contract price as defined in the bid schedule for each minor concrete item. Payment shall also include the removal of any concrete items if this is not addressed elsewhere in the bid schedule. The price shall also include any required saw-cutting, removal and replacement of any items needed to provide room for the form boards, and shall include full compensation for all labor, materials, tools, equipment and incidentals for minor concrete complete-in-place. Any and all landscaping and irrigation replacement and adjustment needed for concrete work shall also be included here if not included elsewhere in the bid schedule. All base underneath the minor concrete items will be paid for in the “Class 2 Aggregate Base” item unless specified otherwise.

SP-3-15.00 – SIGNING, STRIPING AND PAVEMENT MARKING

All work shall be performed in accordance with the provisions in Section 82, “Markers and Delineators”, Section 84, “Traffic Stripes and Pavement Marking”, Section 85, “Pavement Markers” of the Standard Specifications and these Special Provisions.

All permanent striping shall be paint and all permanent markings shall be thermoplastic. Work shall also include any signing, installation of raised pavement markers (RPMS), and delineators as shown on the plans.

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.

Where striping joins existing striping, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the

striping plans.

The signing shall include removing and/or relocating all existing signs as necessary and the installation of new signals and poles. All signing work shall meet County of Riverside and Caltrans specifications.

Payment for all signing, striping and pavement markings shall be paid under various bid items when not specified in the schedule of bid items and 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, paint, thermoplastic, and RPMS unless specifically called out to be paid for in a different item.

SP-3-16.00 – PROTECT IN PLACE OR REMOVE AND REPLACE

RELOCATE OR ADJUST TO GRADE SIGNS, TREES, UTILITY BOXES, IRRIGATION LINES, VALVES, M.H., METERS, VALVES, MAIL BOXES, SMALL BLOCK WALL, ETC.

PAYMENT – Protecting, relocating, or removing and replacing, relocating and adjusting to grade all valves, signs, telephone and Edison pedestals, pull boxes, poles, Edison vaults and sewer m.h., f.h., storm, G.T.E., communication manholes, pipes, traffic signal boxes, fencing, mail boxes, and delineators; will be paid for and included in various items of work unless specified elsewhere and completed in accordance with the Contract Documents or as directed by the Engineer. The price bid shall include full compensation for furnishing all labor, tools, equipment, materials, and incidentals and for doing all work involved in such items. The price shall also include removal and/or replacement of irrigation lines, water main, sewer lines, valves, trees, etc. The price shall include adjustment to grade (raise or lower) all valves, manholes, covers, meters and protection of all existing utilities and any tree trimming needed. Mailboxes shall be relocated to eight feet from edge of pavement or as otherwise directed by the Engineer. If the mail box and/or post is in too poor of a condition it shall be replaced at the Contractor's expense. This shall include payment for all items mentioned above not specifically referenced elsewhere in the specifications.

SP-3-17.00 – WEED REMOVAL

The Contractor shall remove and all weeds that are growing through cracks from the street, growing between the concrete curb and gutter, and between the back of sidewalk and back of curb.

All weeds shall be sprayed with a herbicide mixture of either Hyvar mixed with Roundup or Pratamol 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.

Payment for weed removal shall be included in other items of work.

SP-3-18.00 – ADJUST MANHOLES, VALVES

Adjusting of sewer manholes shall be done per the Standard Specifications, Eastern Municipal Water District (EMWD) Specifications and other utility owners standards, and these Special Provisions.

The sewer manholes and utility valves shall be adjusted (up or down) so that the street can be paved

without interference from the existing manholes. After final paving the manholes shall then be raised to grade. The manholes may need to be raised or lowered.

Water meters and air vacuums shall be relocated outside of the roadway per EMWD Standards and Specifications.

EMWD requires an EMWD inspector to observe all work on EMWD facilities. This inspection must be coordinated one (1) week in advance by calling EMWD @ 951-928-3777, extension 4480.

Adjust or relocate sewer manholes, utility valves, water meters, air vacuums, etc. shall be included in various items of work unless specified and shall include full compensation for furnishing all labor, materials, tools, equipment, insurance requirements, license requirements, and incidentals and for doing all work whether the facilities shall be raised, lowered, or relocated and no additional compensation shall be allowed therefore. Work shall also include coordinating the work with the City of Perris Water Department and/or EMWD and meeting their requirements.

SP-3-19.00 – CONSTRUCTION STAKING

Contractor shall be responsible for providing survey and construction staking to complete the job. The surveyor shall be licensed in the State of California and provide "As Built" drawings at the end of the project. Compensation for work under this item shall be included in the lump sum bid price of Construction Survey and Staking, including payment of prevailing wage and other required benefit.



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Addendum 1 Revised Date: 12/29/2023

APPENDIX A: CITY OF PERRIS BACKFLOW INVENTORY

UNIQUE_ID	TYPE	MAKE	MODEL	SIZE_INCHES	SERIAL_NO	LAST_DATE_CERTIFIED	LATITUDE	LONGITUDE
2	RP	Wilkins	375XL	1"	A471492	1/26/2023	33.792119	-117.222335
3	RP	Wilkins	375	2"	B002094	1/26/2023	33.792119	-117.222335
4	RP	Febco	825Y	1"	J113042	1/31/2023	33.779481	-117.223343
5	RP	Watts	099M2	2"	207226	3/1/2023	33.775692	-117.221526
6	DC	Wilkins	350ADA	6"	V13349	3/1/2023	33.782771	-117.22927
7	DCDA	Wilkins	950XL	3/4"	2670197	3/1/2023	33.782771	-117.22927
8	RP	Febco	825Y	2"	J018516	1/24/2023	33.782854	-117.2291
9	RP	Febco	825Y	2"	J018481	1/24/2023	33.782854	-117.2291
10	RP	Wilkins	975XL	1"	3781758	3/1/2023	33.785232	-117.228603
11	RP	Febco	825YA	2"	A050486	1/24/2023	33.783336	-117.229086
12	RP	Febco	825Y	1 1/4"	AE3757	3/1/2023	33.789329	-117.234671
13	RP	Febco	825Y	2"	AB2588	1/19/2023	33.78642	-117.237667
14	RP	Wilkins	975XL	1 1/4"	4651061	1/19/2023	33.768931	-117.234346
15	RP	Wilkins	975XL2	2"	4518913	1/27/2023	33.787586	-117.226372
16	RP	Febco	825YA	1 1/2"	J009889	3/1/2023	33.787312	-117.228343
17	RP	Febco	825YA	2"	J020304	3/1/2023	33.788471	-117.228466
18	RP	Wilkins	975XL2	2"	4826895	3/1/2023	33.781957	-117.228484
19	RP	Febco	825YD	2 1/2"	18837	3/1/2023	33.785884	-117.226635
20	RP	Febco	825Y	1 1/2"	H04794	1/26/2023	33.838869	-117.191971
21	RP	Febco	825Y	1"	J041454	1/19/2023	33.772336	-117.227892
22	RP	Wilkins	375XL	1 1/2"	A083012	3/1/2023	33.772251	-117.230392
23	RP	Febco	825Y	1 1/4"	H08709	1/24/2023	33.797637	-117.226257
24	RP	Febco	825Y	3/4"	H01363	3/2/2023	33.787312	-117.228343
25	DCDA	Febco	806YD	4"	B8858	3/2/2023	33.7888	-117.22826
26	RP	Watts	009M2	2"	A18154	3/1/2023	33.78831	-117.22828
27	RP	Watts	009M2	2"	A18997	3/1/2023	33.78832	-117.22829
28	DCDA	Wilkins	950XLD	3/4"	3699474	3/2/2023	33.78227	-117.22898
29	DCDA	Wilkins	350ADA	4"	V15373	3/2/2023	33.78226	-117.22898
30	RP	Wilkins	975XL2	3/4"	3225461	3/2/2023	33.78227	-117.22898
31	RP	Wilkins	375XL	1"	A487452	2/17/2023	33.80076	-117.22636
32	RP	Wilkins	375XL	2"	A094649	3/1/2023	33.78787	-117.22825
33	RP	Wilkins	375XL	2"	A088681	3/1/2023	33.78781	-117.22816
34	RP	Febco	825Y	2"	X0209	3/1/2023	33.78859	-117.2277
35	RP	Wilkins	375XL	1"	A148111	3/1/2023	33.78783	-117.22756
36	RP	Wilkins	975XL2	1 1/2"	3226563	3/1/2023	33.787312	-117.22756
37	RP	Wilkins	375AST	2 1/2"	9870C	3/2/2023	33.786703	-117.22735
38	RP	Wilkins	375XL	2"	A088678	3/2/2023	33.78736	-117.22635
39	DCDA	Watts	007M1	3/4"	8107	3/2/2023	33.78714	-117.22631
40	DCDA	Ames	3000SS	6"	155927	3/2/2023	33.78713	-117.22633
41	RP	Wilkins	975XL2	2"	3583620	3/2/2023	33.78714	-117.22383
42	RP	Febco	825Y	3/4"	J049387	3/2/2023	33.78609	-117.22381
43	DCDA	Wilkins	950XL	3/4"	3536184	3/2/2023	33.78588	-117.22387
44	DCDA	Wilkins	350DA	8"	N36574	3/2/2023	33.78588	-117.22387
45	DC	Wilkins	350ADA	4"	V15373	3/2/2023	33.78226	-117.22898
46	RP	Febco	880V	3"	N1205240613	3/2/2023	33.77775	-117.22869
47	RP	Febco	825Y	2"	J007932	3/2/2023	33.77776	-117.22874
48	RP	Febco	825Y	2"	AA6572	3/2/2023	33.79071	-117.23225
49	RP	Febco	825YD	4"	8264	3/2/2023	33.79066	-117.23215
50	RP	Febco	825YD	3"	F0212170733	3/2/2023	33.83922	-117.19099
51	RP	Wilkins	375XL	1"	B037929	3/2/2023	33.83923	-117.19099
52	RP	Watts	009M2	1"	299917	3/2/2023	33.8388	-117.19041
53	RPDA	Ames	5000CIV	6"	1135	3/2/2023	33.78768	-117.21361
54	RP	Wilkins	375XL	2"	A124899	3/2/2023	33.78763	-117.21361
55	RP	Wilkins	375	2"	A110176	3/2/2023	33.78768	-117.21363
56	RP	Watts	009M3	3/4"	461111	3/2/2023	33.78768	-117.21361
57	RP	Watts	009M3	3/4"	B03008	3/2/2023	33.78767	-117.2136
58	RP	Wilkins	375AR	3"	601579	3/2/2023	33.77314	-117.23465
59	RP	Wilkins	975XL	2"	4684168	3/2/2023	33.77261	-117.23467
60	RP	Ames	4000SS	3"	112155	3/2/2023	33.83345	-117.18692
61	RP	Wilkins	375XL	2"	A088680	3/2/2023	33.78771	-117.22863
62	RP	Wilkins	975XL	1 1/4"	4643132	3/2/2023	33.78265	-117.22829
63	RP	Wilkins	375	1 1/2"	A136972	3/2/2023	33.7828	-117.22735
64	RP	Wilkins	975XL	1 1/4"	1781136	3/2/2023	33.78242	-117.22909
65	RP	Wilkins	975XL	1 1/2"	3362323	3/2/2023	33.78904	-117.22659
66	RP	Wilkins	975XL	2"	3488345	3/2/2023	33.78908	-117.22663
67	RP	Wilkins	975XL2	2"	ACH6621	11/1/2023	33.783979	-117.225964
68	RP	Wilkins	975XL2	2"	ACI8732	11/1/2023	33.78483	-117.225995
69	RP	Wilkins	975XL2	2"	ACJ3279	11/1/2023	33.78602	-117.225939
70	RP	Wilkins	375XL	3/4"	B039076	6/5/2023	33.86374	-117.25707
71	RP	Wilkins	975XL	2"	4557832	6/5/2023	33.86247	-117.25673
72	RP	Febco	825Y	3/4"	J093451	6/6/2023	33.85886	-117.25086
73	RP	Wilkins	975XL	1 1/2"	4504655	6/5/2023	33.85713	-117.24095

74	RP	Wilkins	975XL	1"	3005422	6/5/2023	33.85746	-117.23279
75	RP	Watts	LF009M2QT	2"	12399	6/5/2023	33.85542	-117.22627
76	RP	Watts	LF009M2QT	2"	12402	6/5/2023	33.85195	-117.23046
77	RP	Wilkins	375XL	2"	A192540	6/5/2023	33.84984	-117.22629
78	RP	Watts	LF009M2QT	2"	5737	6/6/2023	33.85582	-117.23461
79	RP	Febco	LF860	1"	800651	6/11/2023	33.84487	-117.24045
80	RP	Febco	825Y	2"	J040604	6/5/2023	33.83156	-117.22631
81	RP	Wilkins	975XL	1"	2782448	6/5/2023	33.83952	-117.22589
82	RP	Wilkins	975XL	1 1/2"	1800183	6/5/2023	33.82708	-117.2263
83	RP	Febco	825Y	2"	J041488	6/5/2023	33.81768	-117.22599
84	RP	Wilkins	975XL	2"	2079140	6/5/2023	33.81581	-117.22906
85	RP	Wilkins	975XL	1"	4183149	6/11/2023	33.80348	-117.22592
86	RP	Febco	825Y	2"	J016241	6/5/2023	33.82493	-117.22583
87	RP	Wilkins	975XL	1"	3290109	6/5/2023	33.82882	-117.22545
88	RP	Wilkins	375	1 1/2"	A137492	6/9/2023	33.79427	-117.21785
89	RP	Febco	825Y	1 1/2"	J006747	6/9/2023	33.79208	-117.21821
90	RP	Febco	825Y	1 1/2"	J011567	6/9/2023	33.79106	-117.21728
91	RP	Wilkins	975XL	1 1/2"	4541936	6/9/2023	33.79292	-117.21729
92	DC	Ames	007M1QT	3/4"	68064	6/9/2023	33.79017	-117.21615
93	DCDA	Ames	3000SS	6"	147861	6/12/2023	33.79017	-117.21615
94	RP	Febco	825Y	1"	J005847	6/9/2023	33.79017	-117.21572
95	RP	Watts	009M2QT	2"	270542	6/9/2023	33.79017	-117.2157
96	RP	Wilkins	975XL2	2"	4301316	6/9/2023	33.79367	-117.20853
97	RP	Wilkins	375ASTR	3"	3811G	6/9/2023	33.79349	-117.20851
98	RP	Wilkins	375	3"	L95457	6/9/2023	33.79138	-117.20851
99	RP	Febco	825YA	1"	J034695	6/9/2023	33.79139	-117.20849
100	RP	Febco	825YA	1 1/2"	J018387	6/9/2023	33.79141	-117.2085
101	RP	Febco	825Y	1 1/2"	J011664X	6/9/2023	33.78764	-117.21286
102	RP	Febco	825Y	1"	J137681	6/9/2023	33.78649	-117.21618
103	RP	Wilkins	375	2 1/2"	69952	6/9/2023	33.74754	-117.22375
104	RP	Wilkins	975XL2	1 1/2"	4111493	6/9/2023	33.7475	-117.22377
105	RP	Febco	825Y	1 1/2"	J032135	6/9/2023	33.74461	-117.22374
106	RP	Febco	825Y	2"	J027549	6/9/2023	33.7432	-117.22799
107	RP	Wilkins	975XL	1 1/2"	3444150	6/9/2023	33.74319	-117.23704
108	RP	Febco	825Y	2"	H13688	6/9/2023	33.74225	-117.22743
109	RP	Febco	825Y	1 1/2"	J011634	6/9/2023	33.74287	-117.22391
110	RP	Wilkins	475	3"	Q01381	6/9/2023	33.73946	-117.22733
111	RP	Febco	825Y	2"	J017890	6/12/2023	33.73945	-117.22742
112	RP	Wilkins	975LX2	1 1/2"	4524791	6/9/2023	33.73946	-117.22743
113	RP	Watts	909M1QT	2"	430078	6/9/2023	33.73972	-117.23748
114	RP	Watts	909M1QT	2"	438263	6/9/2023	33.73874	-117.23989
115	RP	Febco	825Y	1 1/2"	H16611	6/9/2023	33.73922	-117.2239
116	RP	Febco	825Y	1"	H29998	6/9/2023	33.73329	-117.23022
117	RP	Febco	825Y	1"	H013975	6/12/2023	33.73288	-117.23438
118	RP	Febco	825Y	1"	J071493	6/9/2023	33.73567	-117.22384
119	RP	Febco	825Y	2"	J050057	6/9/2023	33.80828	-117.22193
120	RP	Febco	825Y	1 1/2"	J036407	6/9/2023	33.81343	-117.2131
121	RP	Wilkins	975XL2	2"	3456064	6/5/2023	33.84438	-117.24262
122	RP	Watts	009M1QT	2"	61322	6/5/2023	33.84542	-117.22591
123	DC	Febco	LF850	1"	HE97790	6/5/2023	33.84814	-117.21724
124	DC	Febco	LF850	1"	B01265	6/5/2023	33.85556	-117.21801
125	RP	Febco	825Y	1 1/2"	J007148	6/5/2023	33.84243	-117.21178
126	RP	Febco	825Y	1 1/2"	J018083	6/5/2023	33.84129	-117.20887
127	RP	Febco	825Y	1 1/2"	J006200	6/5/2023	33.83949	-117.21188
128	RP	Wilkins	375XL	2"	B083173	6/5/2023	33.83789	-117.21023
129	RP	Febco	825Y	1 1/2"	H07231	6/5/2023	33.83568	-117.20853
130	RP	Febco	825Y	1 1/2"	H07758	6/5/2023	33.83403	-117.20567
131	RP	Febco	825Y	2"	A242954	6/5/2023	33.83734	117.20474
132	RP	Febco	825Y	2"	J006041	6/5/2023	33.85455	-117.20482
133	RP	Febco	825Y	2"	H16626	6/11/2023	33.83725	-117.19131
134	RP	Ames	4000SS	8"	1002130503	6/6/2023	33.83394	-117.19117
135	RP	Wilkins	975XL2	2"	3500337	6/6/2023	33.83061	-117.19142
136	RP	Febco	825YD	2 1/2"	N0804220615	6/6/2023	33.82744	-117.18939
137	RP	Wilkins	375XL	3/4"	A299259	6/6/2023	33.82787	-117.18944
138	RP	Wilkins	375XL	1 1/2"	A096279	6/6/2023	33.83006	-117.18702
139	RP	Febco	825YA	3/4"	J005669	6/11/2023	33.82788	-117.18706
140	RP	Febco	825YD	2 1/2"	702200252	6/6/2023	33.83019	-117.18285
141	RP	Wilkins	975LX2	1 1/2"	3393982	6/6/2023	33.83008	-117.19552
142	RP	Febco	825Y	2"	J040227	6/6/2023	33.83065	-117.19818
143	RP	Wilkins	375XL	1"	A312392	6/6/2023	33.82711	-117.20029
144	RP	Wilkins	975XL	1"	4182209	6/6/2023	33.82493	-117.20678
145	RP	Febco	825Y	2"	H11899	6/6/2023	33.83055	-117.20412
146	RP	Wilkins	375XL	1 1/2"	A116750	6/11/2023	33.83032	-117.20466

147	RP	Wilkins	375XL	1 1/2"	B323402	6/6/2023	33.83032	-117.20846
148	RP	Febco	825Y	1 1/2"	BC2607	6/11/2023	33.80135	-117.22787
149	RP	Febco	825Y	1"	J041975	6/11/2023	33.79679	-117.23501
150	RP	Wilkins	975XL2	1"	4564270	6/6/2023	33.75026	-117.18742
151	RP	Febco	825Y	1 1/2"	J008985	6/6/2023	33.74675	-117.18516
152	RP	Febco	825Y	1 1/2"	J009611	6/6/2023	33.74675	-117.18749
153	RP	Febco	825YA	1"	J030374	6/6/2023	33.76219	-117.18321
154	RP	Wilkins	975XL	1 1/2"	W227270	6/9/2023	33.82275	-117.21935
155	RP	Wilkins	975XL	2"	318647	6/9/2023	33.81956	-117.21787
156	RP	Wilkins	975XL	2"	318645	6/9/2023	33.82142	-117.2198
157	RP	Wilkins	975XL	2"	318657	6/9/2023	33.81797	-117.21749
158	RP	Febco	825Y	2"	J040764	6/9/2023	33.81578	-117.22057
159	RP	Febco	825Y	1 1/2"	BK9478	6/9/2023	33.81553	-117.21466
160	RP	Wilkins	375	1 1/2"	A136971	6/9/2023	33.81552	-117.21109
161	RP	Febco	825YA	2"	J024719	6/10/2023	33.81922	-117.21025
162	RP	Febco	825YA	1 1/2"	J009249	6/9/2023	33.8157	-117.20855
163	RP	Febco	825YA	1 1/2"	H004036	6/9/2023	33.81448	-117.21705
164	RP	Wilkins	375XL	1"	A128707	6/9/2023	33.81423	-117.21754
165	RP	Wilkins	375XL	1"	A083017	6/13/2023	33.81214	-117.21752
166	RP	Wilkins	375XL	1"	A083016	6/9/2023	33.81308	-117.21806
167	RP	Wilkins	375XL	1"	A111775	6/9/2023	33.81309	-117.21998
168	RP	Wilkins	975XL2	1"	B214037	6/9/2023	33.80769	-117.2224
169	RP	Febco	825Y	2"	J017894	6/9/2023	33.80826	-117.22114
170	RP	Wilkins	375	2"	A110181	6/9/2023	33.80819	-117.21724
171	RP	Wilkins	375XL	1 1/2"	A106239	6/9/2023	33.80848	-117.21694
172	RP	Wilkins	375	2"	A110100	6/13/2023	33.80832	-117.21495
173	RP	Wilkins	375	2"	A110104	6/9/2023	33.80857	-117.21093
174	RP	Wilkins	375	1 1/2"	A136974	6/9/2023	33.80765	-117.21298
175	RP	Febco	825Y	2"	J038748	6/12/2023	33.80575	-117.21322
176	RP	Wilkins	375XL	1"	A111760	6/9/2023	33.80515	-117.21298
177	RP	Wilkins	975XL	1 1/2"	ACA6099	6/13/2023	33.80098	-117.22199
178	RP	Wilkins	975XL	1 1/2"	3195447	6/9/2023	33.80101	-117.21412
179	RP	Wilkins	975XL	1 1/4"	4532957	6/13/2023	33.80103	-117.21859
180	RP	Wilkins	975XL	2"	4262223	6/9/2023	33.79804	-117.20882
181	RP	Febco	825Y	1 1/2"	J005307	6/9/2023	33.80275	-117.19968
182	RP	Febco	825Y	1 1/4"	H12600	6/9/2023	33.8013	-117.21009
183	RP	Wilkins	975XL	1"	3059968	6/9/2023	33.80136	-117.21136
184	RP	Wilkins	975XL	1"	1428837	6/9/2023	33.80126	-117.21458
185	RP	Wilkins	375XL	1 1/2"	A078685	6/13/2023	33.80074	-117.21753
186	RP	Febco	825Y	1 1/2"	J011131	6/9/2023	33.79994	-117.21713
187	RP	Wilkins	375XL	1 1/4"	A167331	6/9/2023	33.79776	-117.21753
188	RP	Febco	825Y	1 1/2"	J011646	6/9/2023	33.79561	-117.21718
189	RP	Watts	LF009M2QT	2"	35892	5/24/2023	33.805399	-117.226385
190	RP	Watts	LF009M2QT	2"	35841	5/24/2023	33.8054	-117.226385
191	DC	Febco	850	1"	HF21216	5/24/2023	33.745574	-117.212481
192	DC	Febco	LF850	2"	B00421	5/6/2023	33.808518	-117.200517
193	DC	Febco	LF850	2"	B00377	5/6/2023	33.81211	-117.221911
194	RP	Febco	LF825Y	1 1/2"	J008466	6/5/2023	33.837371	-117.208925
195	RP	Febco	LF825Y	2"	J017328	6/5/2023	33.837371	-117.208923
196	RP	Watts	LF009M2QT	2"	200800	6/6/2023	33.790314	-117.2564
197	RP	Febco	825YA	1 1/2"	J020342	6/7/2023	33.801264	-117.212637



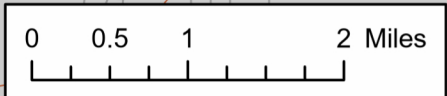
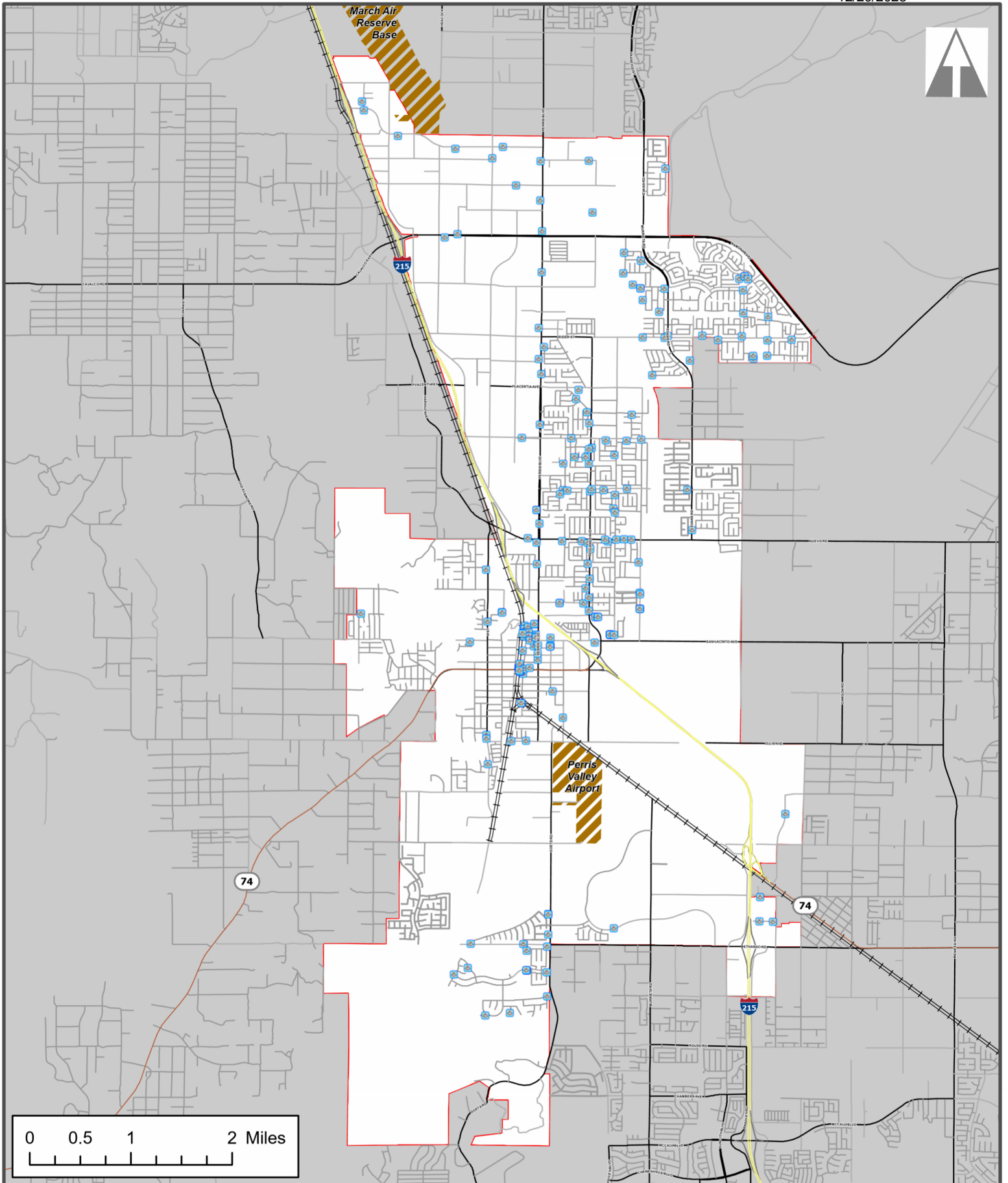
CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

APPENDIX B: CITY OF PERRIS BACKFLOW MAP

City of Perris Backflows

Addendum 1
12/29/2023



Railroads	Perris Boundary
Airports	
Backflows	





CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

APPENDIX C: SAMPLE EASTERN MUNICIPAL WATER DISTRICT BACKFLOW PREVENTION ASSEMBLY MAINTENANCE REPORT

Due Date: _____

Signature: Owner / Agent _____



BACKFLOW PREVENTION ASSEMBLY TEST MAINTENANCE REPORT

Account No. : _____ Manufacturer : _____ Size : _____
 Meter No. : _____ Model : _____ Serial Number : _____
 Service Address : _____ Cage Locked Alarmed

Meter Read : _____ Proper Installation: (Y/N) Detector Flow : (Y/N) Inlet Water Pressure : _____ PSI

Assembly: <input type="checkbox"/> RP <input type="checkbox"/> DC <input type="checkbox"/> PVB <input type="checkbox"/> DCDA <input type="checkbox"/> RPDA <input type="checkbox"/> DCDA-II <input type="checkbox"/> RPDA-II	REDUCED PRESSURE PRINCIPLE ASSEMBLY			PRESSURE VACUUM BREAKER
DOUBLE CHECK ASSEMBLY				
	Check Valve #1	Check Valve #2	Relief Valve	Air Inlet
Initial Test	<input type="checkbox"/> Tight <input type="checkbox"/> Leaked Holding PSID: _____	<input type="checkbox"/> Tight <input type="checkbox"/> Leaked Holding PSID: _____	<input type="checkbox"/> Did Not Open <input type="checkbox"/> Discharging Opening PSID: _____	<input type="checkbox"/> Did Not Open <input type="checkbox"/> Discharging Opening PSID: _____
R E P A I R S	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> Rubber Repair Kit <input type="checkbox"/> Other _____ _____	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> Rubber Repair Kit <input type="checkbox"/> Other _____ _____	<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> Rubber Repair Kit <input type="checkbox"/> Other _____ _____	Check Valve
				Holding PSID: _____
				<input type="checkbox"/> Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> Rubber Repair Kit
When existing backflow assembly is replaced, complete this block and "Final Test" with new assembly information:				
Final Read:	Size:	Manufacturer:	Model:	Serial No.:
Final Test	<input type="checkbox"/> Closed Tight Holding PSID: _____	<input type="checkbox"/> Closed Tight Holding PSID: _____	Opening PSID: _____	Holding PSID: _____

Comments: _____

TEST RESULTS - I certify the above to be true and correct.

Initial	Date: Cert. #:	Tested by (print name) : Signature:	<input type="checkbox"/> Passed <input type="checkbox"/> Failed
Repair	Date:	Repaired by :	
Final	Date: Cert. #:	Retested by (print name) : Signature:	<input type="checkbox"/> Passed <input type="checkbox"/> Failed

ASSEMBLY FAILURE OR CUSTOMER'S FAILURE TO TEST: In accordance with the State and Local Laws, the assembly shall be repaired or replaced within 15 days of failure. Failure of the customer to complete assembly testing and submit report(s) within the stipulated time frame shall result in the discontinuance of water service.

Submit form to: backflow@emwd.org or Attn: Backflow P.O. Box 8300 Perris, CA 92572-8300



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

APPENDIX D: EASTERN MUNICIPAL WATER DISTRICT STANDARD REDUCED PRESSURE BACKFLOW PREVENTER DRAWING

NOTES:

1. PROVIDE A USC APPROVED BACKFLOW PREVENTION ASSEMBLY AS DESIGNATED BY EMWD. ^Δ
2. EMWD MAINTENANCE RESPONSIBILITY STOPS AT THE METER. THE CUSTOMER IS RESPONSIBLE TO TEST AND MAINTAIN THE BACKFLOW PREVENTION ASSEMBLY, IN ACCORDANCE WITH EMWD ORD. 69.
3. ONLY RIVERSIDE COUNTY CERTIFIED BACKFLOW TESTERS LISTED ON THE EMWD APPROVED BACKFLOW TESTER LIST ARE ALLOWED TO TEST BACKFLOW ASSEMBLIES WITHIN EMWD SERVICE AREA.
4. BACKFLOW CERTIFICATION TESTING IS REQUIRED ANNUALLY BUT MAY BE MORE FREQUENTLY AS DEEMED NECESSARY BY EMWD. CERTIFICATION TESTING IS REQUIRED IMMEDIATELY AFTER AN ASSEMBLY IS RELOCATED, REPAIRED, AND PRIOR TO ANY NEW INSTALLATION ACCEPTANCE AND WATER DELIVERY PER EMWD ADMIN CODE 5.504.
5. BACKFLOW PREVENTION ASSEMBLY SIZE SHALL MATCH THE DIAMETER OF THE METER IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE, CHAPTER 6, SECTION 610 AS AMENDED, PER TABLE "A", OR AS APPROVED BY EMWD. ^Δ ^Δ ^Δ
6. BACKFLOW PREVENTION ASSEMBLY INSTALLATIONS INCLUDING ALL APPURTENANCES FOR THE SUPPLY OF DOMESTIC WATER SHALL COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA LEAD-FREE ACT A81355.
7. BACKFLOW PREVENTION ASSEMBLIES SHALL BE LOCATED AS CLOSE AS PRACTICAL TO THE WATER METER BOX BUT NOT FURTHER THAN 3 FEET UNLESS A VARIANCE IS OBTAINED FROM AN EMWD CROSS-CONNECTION SPECIALIST PRIOR TO INSTALLATION.
8. NO OUTLETS, TEES, OR CONNECTIONS SHALL BE ALLOWED BETWEEN THE METER AND THE BACKFLOW PREVENTION ASSEMBLY.
9. BACKFLOW PREVENTION ASSEMBLIES SHALL MAINTAIN A VERTICAL CLEARANCE FROM THE LOWEST POINT OF 12 INCHES (MINIMUM) TO 36 INCHES (MAXIMUM) ABOVE FINISHED GRADE, WITH SIDE AND TOP CLEARANCES OF 12 INCHES (MINIMUM) FROM ANY OBSTRUCTIONS IN ALL DIRECTIONS.
10. POLYETHYLENE ENCASUREMENT SHALL BE INSTALLED PER ANSI/AWWA C105/A21.5 REQUIREMENTS. HIGH-DENSITY POLYETHYLENE (HDPE) SHALL BE A MINIMUM OF .004 INCH (1/25 MIL) THICKNESS. LOW-DENSITY POLYETHYLENE (LDPE) SHALL BE A MINIMUM OF .008 (8 MIL) THICKNESS.

RECOMMENDATIONS:

11. PARALLEL INSTALLATIONS OF THE SAME TYPE OF BACKFLOW PREVENTION ASSEMBLIES ARE STRONGLY RECOMMENDED FOR ALL FACILITIES REQUIRING UNINTERRUPTED WATER SUPPLY, SUCH AS, HOSPITALS AND SCHOOLS.
12. FREEZE PROTECTION IS RECOMMENDED, BUT THE RELIEF VALVE MUST BE ABLE TO VENT FREELY AND TEST COCK OPENINGS SHALL BE LEFT EXPOSED. ALLOW FOR ADEQUATE ACCESS TO THE ASSEMBLY FOR TESTING, MAINTENANCE, AND PROPER DRAINAGE.
13. THEFT PREVENTION DEVICES ARE STRONGLY RECOMMENDED FOR BRONZE ASSEMBLIES. ALLOWING ADEQUATE ACCESS TO THE ASSEMBLY FOR TESTING, MAINTENANCE, AND PROPER DRAINAGE.

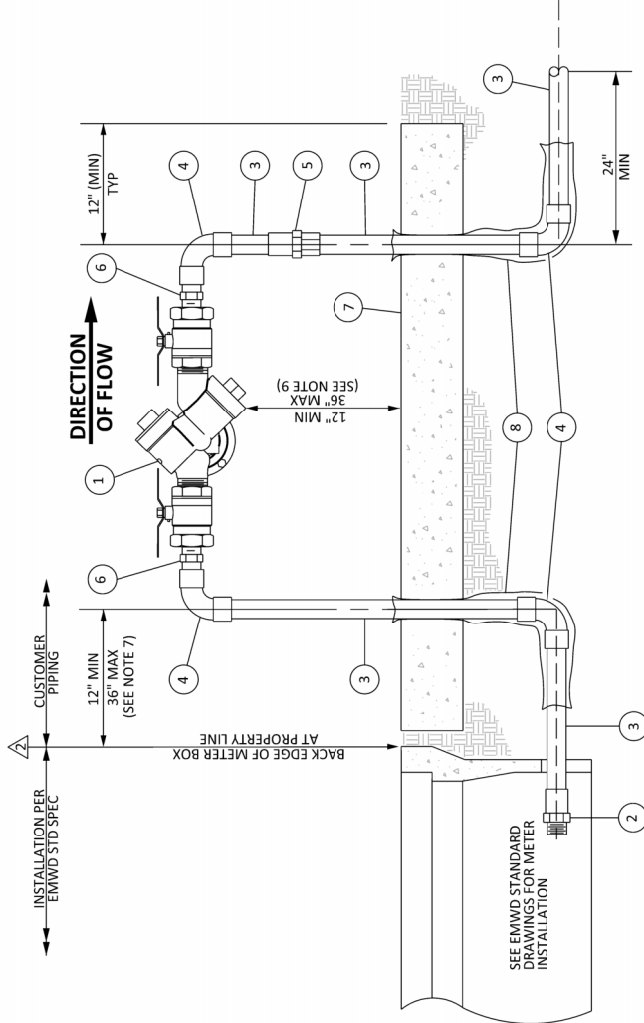


TABLE "A" ^Δ

METER SIZE	BACKFLOW SIZE
3/4" MULTIJET (15 GPM)	3/4"
3/4" MULTIJET (20 GPM)	3/4"
1" MULTIJET (30 GPM)	1"
1 1/2" MULTIJET (75 GPM)	1 1/2"
2" MULTIJET (120 GPM)	2"

ITEM	DESCRIPTION
1	3/4" THRU 2" REDUCED PRESSURE BACKFLOW PREVENTER WITH VALVES
2	COPPER ADAPTER, COPPER SOLDER JOINT X MALE IPT
3	COPPER WATER TUBE, TYPE L HARD OR BRASS
4	COPPER 90° ELBOW WITH COPPER SOLDER JOINTS
5	COPPER UNION WITH COPPER SOLDER JOINTS
6	COPPER ADAPTER, MALE SOLDER X MALE IPT
7	18" WIDE X 4" THICK CONCRETE PAD, LENGTH VARIES PER SIZE
8	POLYETHYLENE ENCASUREMENT (SEE NOTE 10)

REVIEWS

NO.	DATE	INITIAL	DESCRIPTION	APPROVALS	
				DESIGN	DATE
^Δ 3/24/21	GS	AGA	UPDATED NOTE #5	3/24/21	3/24/21
^Δ 9/11/20	GS	AGA	UPDATED TITLE BLOCK, FONT, LOGO AND DELINEATION CALLOUT	9/11/20	6/14/11
^Δ 1-29-14	GS	AGA	REVISED NOTE #1, 4, 5, & 12	5/18/11	5/18/11
			REVISED NOTE #5 AND ADDED TABLE "A"	5/11/11	5/12/11

REFERENCES:

FILE I.D.: \\kaval\eng\std dwgs\B-597A.dgn



EASTERN MUNICIPAL WATER DISTRICT

**EASTERN MUNICIPAL WATER DISTRICT
STANDARD DRAWING**

**REDUCED PRESSURE BACKFLOW PREVENTER
ASSY FOR SIZES 3/4" THROUGH 2"**

APPROVED *Joe Mowand* 6/2/11
DIRECTOR OF ENGINEERING

APPROVED *Charlie Bachmann* 6/2/11
ASSISTANT GENERAL MANAGER

DATE 6/2/11

DATE 6/2/11

FILE NO. B-597A



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

APPENDIX E: EASTERN MUNICIPAL WATER DISTRICT STANDARD PREVENTION ASSEMBLY TESTERS

EASTERN MUNICIPAL WATER DISTRICT BACKFLOW PREVENTION ASSEMBLY TESTERS

Addendum 1

Note: The backflow testers identified below are certified by the Riverside County Department of Environmental Health and have also complied with the requirements set forth by the District under EMWD Administrative Code 5.504. The District does not endorse the work or performance of these backflow prevention assembly testers and has no responsibility or liability for the work they perform. The work performed is a contractual agreement between the account holder and the backflow prevention assembly tester. The District in no way guarantees or warranties the work performed.

<u>Name</u>	<u>CERT #</u>	<u>Company</u>	<u>Address</u>	<u>Phone #</u>	<u>Alt Phone #</u>
Sergio Cortez	PI0000421	NIR Plumbing	4063 Brockton Ave, Riverside, CA	(951) 300-6681	(909) 685-6463
Jaime Perez	PI0000941	Pro Backflow testing Services	PO Box 1156, Rialto, CA	(909) 782-0770	
Rolando Hazzard	PI0000253	Hazzard Backflow	558-1 Birch St., Lake Elsinore, CA	(951) 445-0809	(909) 436-7000
Jared Heid	PI0000170	All Aces Backflow	P.O. Box 2476, Rancho Cucamonga, CA	(877) 812-2660	
Jose Villegas	PI0000284	Backflow Express Certified Testing	P.O. Box 9, Moreno Valley, CA	(951) 242-3399	(951) 204-6126
Daniel Howard	PI0001034	Ramsey Backflow/Plumbing	11626 Sterling Ave, Ste D, Riverside, CA	(951) 689-4116	(951) 830-3752
Jose Castaneda	PI0000689	Valley Backflow Inc	263 W. Olive Ave, #352, Burbank, CA	(818) 308-7212	(818) 605-0948
Anthony Bauman	PI0000176	Baumann Waterworks	222 East E St., Ontario, CA	(909) 319-1015	
Eduardo Gutierrez	PI0001004	Control Fire and Security	1415 E. McFadden, Suite C, Santa Ana, CA	(657) 232-1231	
Eric Roberts	PI0001008	Terry's Testing	16280 Canon Ln., Chino Hills, CA	(800) 464-9287	(909) 315-9329
Chad Lewis	PI0000737	HYDROFLOW	10983 White Ash Ln, Fontana, CA	(909) 969-4152	
Alexander Villegas	PI0000662	Hydro Backflow	1418 S. Azusa Ave #4055, West Covina, CA	(844) 554-9376	(714) 696-4339
Michael Neiendam	PI0000702	9-Dam Backflow Testing and Repair	17130 Van Buren Blvd, #383, Riverside, CA	(909) 614-4479	(951) 452-8023
Jimmy Jordan	PI0000715	AAA Action Backflow	P.O. Box 401157, Hesperia, CA	(760) 954-9212	(909) 615-1800
Ivan Smothers	PI0000930	Hovey Plumbing	18386 Roberts Rd., Riverside, CA	(951) 367-7201	(951) 452-0642
Vincent Rodriguez	PI0001001	Redline Fire Protection Services, Inc.	575 Birch Court, Unit F, Colton, CA	(909) 825-3473	
Mike Goar	PI0000252	M H Goar Backflow	P.O. Box 1371, Hemet, CA	(909) 838-6352	
Hugo Avalos	PI0000935	Green Climate Landscape	4934 Rosewood Street, Montclair, CA	(909) 536-3222	
Phillip Salvador	PI0000364	Irri-Care Plumbing And Backflow Test	415 Greendale Dr., La Puente, CA	(626) 625-2718	
James LaFon	PI0000353	Ramsey Backflow/Plumbing	11626 Sterling Ave. Ste. D, Riverside, CA	(951) 689-4116	
Jr William Vogel	PI0000286	Vogel's Plumbing & Backflow	4051 Center Ave., Norco, CA	(951) 734-3617	(951) 545-4436
Austin Bennett	PI0000824	Benrich Service Company	3190 Airport Loop Drive, Suite G, Costa Mesa, CA	(714) 241-0824	
Erick Fitz	PI0001060	Terry's Testing	4774 Murrieta St, #13, Chino, CA	(800) 464-9287	
Ryan Spaulding	PI0000201	Aqua Backflow and Chlorination, Inc	1060 Northgate St, STE C, Riverside, CA	(909) 598-7251	(909) 433-9333
Eric Gernert	PI0000659	Aqua Backflow and Chlorination, Inc	1060 Northgate St, STE C, Riverside, CA	(909) 598-7251	
David Beissel	PI0001054	Backflow Masters Testing and Repair	25967 Yale Street, Hemet, CA	(323) 781-5285	
Sergio Ochoa	PI0000182	Ochoa's Backflow Systems	14430 Laurel Dr., Riverside, CA	(951) 780-5289	(951) 316-4275
Justin Hutchinson	PI0000669	Basic Backflow	3424 N Del Rosa Ave, San Bernardino, CA	(909) 881-0898	
Jesus Melecio	PI0001082	Always Reliable Backflow	P.O. Box 733, Murrieta, CA	(951) 265-0432	(951) 795-9139
Stephen Walker	PI0000396	Bavco	20435 So Susana Rd., Long Beach, CA	(800) 458-3492	
James Motis	PI0000391	Prevent Backflow and Plumbing	817 N. Redondo Dr East, Anaheim, CA	(714) 635-9902	
Chris Castaing	PI0000663	Chris Castaing Backflow Testing	25601 Rolling Hills Drive, Menifee, CA	(760) 484-6307	
Justin Loveland	PI0000788	Dakota Backflow Co	P.O. BOX 1523, San Jacinto, CA	(800) 790-7757	(951) 543-2207
Terry Milliman	PI0000268	Milliman's Backflow Test	11616 Parakeet Ct., Moreno Valley, CA	(951) 488-0550	(951) 733-0550
Cody Blair	PI0000747	Backflow Brothers	P.O Box 1024, Victorville, CA	(760) 927-5454	
David Figueroa	PI0000984	Figgy's Backflow Test	1373 Rabbit Peak Way, Hemet, CA	(951) 719-0326	
Rudy Harris	PI0000408	Aqua Backflow and Chlorination, Inc	1060 Northgate St, STE C, Riverside, CA	(909) 598-7251	(951) 543-6864
David Vititow	PI0000894	Atlas Backflow	1101 East 25th Street, Signal Hill, CA	(565) 343-1436	(562) 304-3069
Paul Chew	PI0000334	Chews Backflow Service	8319 Barnwood Lane, Riverside, CA	(951) 961-4476	
Ross Detwiler	PI0000213	Detwiler's Testing	44250 Merced Rd., Hemet, CA	(951) 492-8604	
Steve Coronel	PI0000405	PSI Certified Backflow	15791 Rockfield Blvd, Ste C, Irvine, CA	(949) 916-2393	(562) 458-8212
John P Siliznoff	PI0000278	Alliance Backflow Certification	24930 Washington Ave. Unit 241, Murrieta, CA	(951) 326-9161	
Rocky Hazzard	PI0001104	Hazzard Backflow	558-1 Birch St., Lake Elsinore, CA	(951) 445-0809	
Richard Gutierrez	PI0000973	Midtown Plumbing	8234 S. Garfield Ave, Bell Gardens, CA	(562) 928-6007	
Adam Ramsey	PI0000200	Ramsey Backflow/Plumbing	11626 Sterling Ave., Ste D, Riverside, CA	(951) 689-4116	(951) 830-3797
Andy Soriano	PI0000427	Empire Backflow	P.O Box 5325, Riverside, CA	(951) 893-7612	(951) 295-3421
Matt Barlow	PI0000349	Acute Backflow	P.O Box 7308, Redlands, CA	(909) 663-4766	
Felipe Lozano	PI0000961	Buds Backflow Services	27566 Calle De Leon, Romoland, CA	(951) 210-0135	
Darryl Wallace	PI0000412	Atlas Backflow	1665 28th St, Signal Hill, CA	(562) 343-1436	
Christopher Bonhomme	PI0001086	24 Hr Express Services Inc.	26047 Jefferson Ave, Suite D, Murrieta, CA	(951) 302-5320	
Robert Toomey	PI0000429	Toomey's Backflow Service	27415 Meridian St., Hemet, CA	(951) 970-2114	
Terald Milliman	PI0000951	Milliman's Backflow Test	11616 Parakeet Court, Moreno Valley, CA	(951) 733-0550	(951) 733-0319
Brent Horn	5-1376	Horns Backflow & Plumbing	24749 Avenue Rockefeller, Valencia, CA	(661) 269-2145	
Norm Davis	PI0000209	Davis Plumbing & Heating, Inc.	P.O. Box 871, Perris, CA	(951) 657-0393	(951) 657-0393
Richard Tirado	PI0000852	Redlands Plumbing	1670 Sessums Dr., Redlands, CA	(909) 793-8461	(800) 257-5862
Kelley Arnold	PI0000166	A. Arnolds Backflow	P.O. Box 181, Mentone, CA	(909) 794-5902	(909) 213-0755
Barry Burris	PI0000108	B 3 Backflow	P.O. Box 1177, Victorville, CA	(760) 403-0225	
Christopher Green	PI0001033	Jim's Backflow Service	27790 S. Lake St, Hemet, CA	(951) 663-7389	
Jim Green	PI0000174	Jim's Backflow Service	27790 Lake St., Hemet, CA	(951) 288-4507	
James Stanfield III	PI0000939	#1 Son Plumbing	P.O. BOX 756, Highland, CA	(909) 904-3774	
Riley Vititow	P10001126	Atlas Backflow	1101 E. 25th Street, Signal Hill, CA	(562) 343-1436	
Jason Baldwin	PI0000960	Baldwin Backflow Services	39627 Wildflower Dr., Murrieta, CA	(951) 477-7708	
Cody Jordan	PI0000714	AAA Action Backflow	P.O Box 401157, Hesperia, CA	(909) 615-1800	(760) 954-9212
Victor Villalobos	PI0001068	Lobos Backflow Testing and Services	16195 Seville Ave., Fontana, CA	(909) 716-7594	
Austen Taylor	PI0000977	Temecula Valley Backflow Inc.	P.O. BOX 890068, Temecula, CA	(951) 699-4420	
Richard Cervantez, Sr.	PI0000948	1St Choice Backflow	PO Box 584, Chino Hills, CA	(909) 631-4199	(909) 203-9388
John Skorupa	PI0000188	Redlands Plumbing	1670 Sessums Dr., Redlands, CA	(909) 793-8461	
Greg Purzycki	PI0000058	Bavco	20435 So Susana Rd., Long Beach, CA	(310) 639-5231	
Jason LeBlanc	PI0000985	LeBlanc Backflow Service	21951 Winding Road, Moreno Valley, CA	(951) 236-2668	
Patrick Eyer	PI0000341	Backflow Testing By Patrick	41890 Cannon Ct, Murrieta, CA	(951) 219-5858	
Isaac Perales	PI0000940	#1 Son Plumbing	P.O. BOX 756, Highland, CA	(909) 904-5774	
Cliff White	PI0000287	Dakota Backflow Co	P.O. Box 2643, Rancho Cucamonga, CA	(909) 481-3938	(951) 543-2205
David Ochoa	PI0000135	Ochoa's Backflow Systems	14430 Laurel Dr., Riverside, CA	(951) 780-5289	
Robert Reinoehl	PI0000775	All Aces Backflow	P.O. Box 2476, Rancho Cucamonga, CA	(877) 812-2660	
Kenneth Crawford	PI0000764		771 Allen Drive, Corona, CA	(323) 973-9272	
Johari Gomez Bustos	PI0000363	Allstar Backflow	15508 Lantern Hill Ln, Lake Elsinore, CA	(951) 733-1796	(909) 544-7085
David Ross	PI0000127	E R Block Plumbing	10910 Hole Ave., Riverside, CA	(951) 687-4011	(951) 750-8732
Brian Davis	PI0000242	Davis Plumbing Inc	17229 Lemon St. Suite A4, Hesperia, CA	(760) 244-6601	

PI Number	Company Name	Address	Phone Number	Additional Info
PI0000963	DH Backflow	2629 Foothill Blvd. #193, La Cresta, CA	(818) 426-9814	
PI0000997	Phillips Backflow	P.O. Box 745, Morongo Valley, CA	(951) 392-9567	
PI0000757	G&G Environmental Compliance, Inc.	5053 La Mart Dr., Ste 203, Riverside, CA	(951) 682-2982	
PI0000878	Hazzard Backflow	558-1 Birch St., Lake Elsinore, CA	(951) 445-0809	
PI0000978	Temecula Valley Backflow Inc.	P.O. BOX 890068, Temecula, CA	(951) 699-4420	
PI0000133	Kaiser Permanente	393 E. WALNUT ST. 4TH FLOOR, Pasadena, CA	(626) 660-6414	(626) 564-7202
PI0000224	Aqua Backflow and Chlorination, Inc	1060 Northgate St, STE C, Riverside, CA	(909) 598-7251	(951) 323-4864
PI0000219	Flow Rite Testing	PO Box 3185, Ontario, CA	(909) 214-9137	
PI0000105	Hamby's Backflow Service	25840 Meridian St., Hemet, CA	(951) 453-0224	
PI0000306	Harold Stephens Plumbing Co. Inc.	P.O. Box 1210, Wildomar, CA	(951) 245-9313	
PI0000849	Coast 2 Coast Plumbing, Inc.	PO Box 774, STANTON, CA	(714) 580-5986	(714) 248-9367
PI0000377	All Safe Backflow & Irrigation	P.O. Box 121, Murrieta, CA	(951) 526-8647	
PI0001109	Basic Backflow	3424 Del Rosa Avenue, San Bernardino, CA	(909) 881-0898	
PI0000067	American Plumbing Heating & Air	4040 CALLE PLATINO #110, Oceanside, CA	(951) 634-5672	(760) 731-7000
PI0000776	Cordero's Backflow Service		(951) 760-3599	
PI0000236	Temecula Valley Backflow Inc.	P.O. Box 890068, Temecula, CA	(951) 699-4420	(951) 543-5340
PI0000931	24 Hr Express Services Inc.	26047 Jefferson Avenue Suite D, Murrieta, CA	(951) 302-5320	(951) 538-5018
PI0000693	Certified Backflow Service	P.O. BOX 613, Brea, CA	(909) 997-0807	
PI0000390	#1 Son Plumbing	P.O. Box 756 H, Highland, CA	(909) 904-3774	
PI0000309		43711 Calabro St., Temecula, CA	(951) 294-2668	
PI0000897	Atlas Backflow	1665 E. 28TH ST, Signal Hill, CA	(951) 522-6628	(562) 453-6637
PI0000060	Ram Plumbing-Heating And Air Inc	18875 State St., Corona, CA	(951) 898-4700	
PI0000934	Coast 2 Coast Plumbing, Inc.	2941 East Mira Loma Avenue, Suite 5, Anaheim, CA	(714) 797-9062	(714) 860-4042
PI0000720		20961 Sylvester Rd, Lake Elsinore, CA	(951) 805-9094	
PI0000152	Cabrera Backflow	14180 El Mesa Dr., Riverside, CA	(951) 707-8429	
PI0001092	Strictly Backflow	4660 E Goldfield Ave, Suite A, Long Beach, CA	(562) 397-5728	(562) 253-5278
PI0000143	Martin Franco	20475 El Nido Rd., Perris, CA	(951) 833-0478	
PI0000945	Kirkman Plumbing Company	127 E. 157th Street, Gardena, CA	(213) 627-5456	(213) 709-0585
PI0000770	E R Block Plumbing	10910 Hole Ave, Riverside, CA	(951) 687-4011	
PI0001149	Dakota Backflow Co	10700 Jersey Blvd. Suite 130, Rancho Cucamonga, CA	(800) 790-7757	
PI0000435	Basic Backflow	3424 N Del Rosa Ave, San Bernardino, CA	(909) 881-0898	(909) 881-0895
PI0000333	LeBlanc Backflow Service	32297 Daisy Drive, Winchester, CA	(951) 313-7989	
PI0001036	Hazzard Backflow	558-1 Birch St, Lake Elsinore, CA	(951) 445-0809	
PI0000394	Rudkin Backflow	7851 Bonnie St., San Bernardino, CA	(909) 251-2655	
PI0000850	Near Backflow Services	5880 Quiroz Dr, Jurupa Valley, CA	(951) 295-8624	
PI0001053	24 Hr Express Services Inc.	26047 Jefferson Avenue, Suite D, Murrieta, CA	(951) 302-5320	(951) 538-5019
PI0001037	Hazzard Backflow	558-1 Birch St, Lake Elsinore, CA	(951) 445-0809	
PI0000184	Bavco	20435 So Susana Rd., Long Beach, CA	(800) 458-3492	
PI0000223	Always Reliable Backflow	PO Box 733, Murrieta, CA	(951) 265-0432	
P10001110	Hazzard Backflow	558-1 Birch St., Lake Elsinore, CA	(951) 445-0809	
PI0000154	Flow & Safety Services	PO Box 5910, Huntington Beach, CA	(714) 475-8040	(714) 475-8042
PI0000928	Val Verde Unified School District	975 West Morgan Street, Perris, CA	(951) 940-6100 x10805	(951) 940-6107
PI0000413	Christopher's Testing	30141 Antelope Rd., Ste D 684, Menifee, CA	(951) 634-7102	
PI0000691	Sierra Analytical Labs	26052 Merit Circle #104, Laguna Hills, CA	(714) 504-9110	(949) 348-9389
PI0000186	Bavco	20435 So Susana Rd., Long Beach, CA	(310) 639-5231	
PI0000085	Verholtz Irrigation Service (Vis)	13322 Rancho Rd, Ste 19 #27, Oak Hills, CA	(909) 772-6650	
PI0000314	JMJ Equipment Inc.	1329 N. Van Gogh Circle, Orange, CA	(714) 269-7995	
PI0000073	Venturi Backflow	1317 W 11th St, Upland, CA	(888) 445-7970	(909) 241-1265
PI0000938	One Flow Backflow, Inc	603 N Pomona Ave, #D, Fullerton, CA	(714) 852-1213	
PI0000203	1St Choice Backflow	P.O. Box 81, Bonsall, CA	(877) 723-1835	
PI0000661	Temecula Valley Backflow Inc.	P.O. Box 890068, Temecula, CA	(951) 699-4420	
PI0000991	ACCO	6446 E. Washington Blvd, Commerce, CA	(626) 298-4506	
PI0000410	Valley Backflow Inc	263 W. Olive Suit 352, Burbank, CA	(818) 605-0057	
PI0000064	DB Backflow & Plumbing Service	3337 W Florida Ave. # 231, Hemet, CA	(951) 306-6180	(760) 363-1160
PI0000748	The Backflow Guy	39252 Winchester Rd. Suite 107-446, Murrieta, CA	(951) 660-7879	(909) 522-8106
PI0000701	County of Riverside EDA	7785 Sycamore Avenue, Riverside, CA	(714) 469-5584	

Appendum 1
2/2/2023