



CITY OF PERRIS

BID DOCUMENTS FOR

**2023-24 STREET MAINTENANCE PROJECT (S-036)**

**AND**

**W. METZ ROAD ALLEY PAVEMENT (S-094)**

Approved By:

John Pourkazemi, PE, City Engineer

3/11/24

Date

Under the Supervision of:

Kamran Saber, PE

3/11/24

Date

BID OPENING – April 30, 2024, 2:00 PM

Active Bidder Website

## Project Information Sheet

Project: 2023-24 Street Maintenance Project (S-036) and W. Metz Rd. Alley Pavement

Project (S-094)

Bid Opening Date: April 30, 2024 @ 2:00 p.m.

Expected Bid Award Date: June 11, 2024

Anticipated Start Date: June 27, 2024

**Construction Time: 75 Working Days for both Projects**

Working Days: Monday through Friday – 8:00 AM to 4:00 PM (Excluding Holidays)

Liquidated Damages: \$1,000 per Calendar Day.

Project Description: The project, in general, includes cold milling and overlay asphalt pavement, Type II slurry with 2% Latex. This project also includes alley paving, grading, dry wells installation, applying rubberized crack seal, weed kill, restriping and concrete removals and replacements throughout the City of Perris as shown in Appendix C.

Engineer's Estimate is \$1,950,000.00

[Post all questions/inquiries on Active Bidder website](#)

Note: See specifications for details regarding the above information.

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# NOTICE INVITING SEALED PROPOSALS (BIDS)

## PUBLIC NOTICE

### SECTION 1 – NOTICE OF BIDS

The CITY OF PERRIS invites online bids on the Active Bidder website, until 2:00 p.m. on May 28, 2024 for the 2023-24 Street Maintenance Project and W. Metz Rd. Alley Pavement.

The project is located in various locations throughout the City of Perris. The projects general work consists of cold milling and overlay asphalt pavement, Alley paving, Type II slurry with 2% Latex. This project also includes applying rubberized crack seal, weed kill, dry wells, restriping and concrete removals and replacements. As part of the work the Contractor shall furnish all labor, technical and professional services, supervision, materials and equipment, and performing all operations necessary and required in conformity with the requirements in the specifications and plans.

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

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

All questions and requests for information and acceptability of substitutes, including any questions addressing the interpretation or clarification of the Contract Documents must be submitted directly to the Active Bidder website prior to May 16, 2024. Answers will be posted on Active Bidder on or before May 21, 2024.

The successful bidder shall begin and complete all work within 75 working days of the Notice to Proceed. The award, if made, may be made to the lowest responsible bidder whose Bid is determined responsive to the Bid Documents. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, religion, sex, marital status, national origin, age, veterans' status or handicap.

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

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

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

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

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

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

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

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

This contract is subject to a Community Workforce Agreement ("CWA") between the City Council of the City of Perris, the San Bernardino/Riverside Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). The CWA establishes the workforce relations policies and procedures for the City and for the craft employees represented by the Unions engaged in the city's 2023-24 Street Maintenance Project and W. Metz Rd. Alley

Pavement (“Project”).

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

## SECTION 2 – INFORMATION FOR BIDDERS

1. Bids shall be submitted online via Active Bidder and will be received on Active Bidder by the CITY OF PERRIS, herein called the “Agency” until 2:00 p.m. on May 28, 2024, and will be announced online via the Active Bidder website.
2. Each Bid must be submitted on Active Bidder website. No bids shall be submitted directly to the Agency.
3. All Bids must be made on the required Bid Form and uploaded to Active Bidder.
4. Each Bid must be accompanied by a Bid Bond (on the required form) payable to the Agency for ten (10) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Agency will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned. A cashier’s check or cash may be used in lieu of a Bid Bond.
5. The Agency may waive informalities, irregularities or defects or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
6. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK. The bidder shall carefully examine the site of the proposal and the plans and specifications for the work contemplated. It will be assumed that the bidder has investigated and is satisfied with the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the specifications. It is mutually agreed that submission of a proposal shall be prima facie evidence that the bidder has made such examinations and is so satisfied. The plans for the work will show conditions as they are supposed or believed by the Engineer to exist but is not intended nor is to be inferred that the conditions as shown thereon constitute a representation by the City or its officers that such conditions are actually existent. Neither the City nor any of its officers shall be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and actual conditions revealed during the progress of the work or otherwise. The Contractor is to assume all risks as to natural conditions and contingencies attending the work.
7. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.



8. Bonds and Insurance Certificates must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.
9. The Contractor will be required to submit a certificate of insurance which indemnifies the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God.
10. A Payment Bond and a Contract Performance Bond (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.
11. Progress Payments will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.
12. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
13. The party to whom the Contract is awarded will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award.
14. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.
15. The Notice of Award shall be accompanied by the necessary Contract, Bond, and insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written contract to perform the work at his bid price.
16. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
17. Notice to Proceed to start construction is anticipated to be issued June 27, 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.

18. The Agency may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. A conditional or qualified Bid will not be accepted.
19. Award, if made, will be to the lowest responsive and responsible Bidder.
20. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
21. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.
22. All Bidders shall supply the names and address of Subcontractors as set forth in the Bid.
23. Successful Bidder and Subcontractors shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained at 101 North "D" Street, Perris, CA 92570.
24. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workman needed to execute the contract or work as hereinafter set forth (see Labor Code 1770 et. seq.). Copies of rates are on file at the offices of the City Clerk of the City of Perris. Copies shall be made available to any interested party upon request. The successful Bidder shall post a copy of such determination at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this project by all Contractors and Subcontractors. The successful Bidder shall provide the Agency with copies of certified payroll on forms provided by the Division of Labor Standards Enforcement (213) 897-2905 or other approval forms.
25. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
26. Bidder understands and agrees to hold his original bid prices, without change, for a period of forty-five (45) days from the date bids are opened except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.
27. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the Agency and each Bidder. Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the Agency shall be treated as withdrawing their bid and will not be considered in the final award.

The Bidder may withdraw his bid without further liability on the part of either party.

28. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.
29. Since time is of the essence, Bidder agrees to commence work under this Contract on or before the anticipated construction start date of June 27, 2024 and to fully complete all work on or before the 75th working day after this date. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each consecutive calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.
30. The City encourages bidders to seek participation by DBE Contractors, Suppliers, and Sub-Contractors.
31. The access to each property shall not be restricted during normal business hours (8:00 AM to 5:00 PM, Monday through Friday) without a minimum of five (5) days written notice. A minimum of one 12-foot lane, in each direction, with an even driving surface shall be available at all times. Residents, adjacent schools, emergency services, and CR&R shall be notified by contractor distributing construction information fliers a minimum of seven (7) days in advance of construction.
32. Prior to the issuance of the Notice to Proceed, the Contractor shall be responsible to submit a traffic control plan for the time of construction, signed by a Registered Traffic Engineer. This plan shall be submitted no later than the pre-construction meeting.
33. If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a request for an interpretation or correction thereof. The request shall be submitted directly to the Active Bidder website. The Active Bidder website can be accessed through the City of Perris website (<http://cityofperris.org/city-hall/bids.html>). The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be uploaded to the Active Bidder website. The Engineer will not be responsible for any other explanation or interpretation of the plans, specifications, or other contract documents.
34. This contract is subject to a Community Workforce Agreement (“CWA”) between the City Council of the City of Perris, the San Bernardino/Riverside Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). The CWA establishes the workforce relations policies and procedures for the City and for the craft employees

represented by the Unions engaged in the City's 2023-24 Street Maintenance Project and W. Metz Rd. Alley Pavement ("Project"). By submitting a bid, the Contractor agrees that if awarded the contract the CWA is binding on the Contractor and all subcontractors of all tiers. The bidder to be awarded the contract will be required to execute the Letter of Assent attached as Attachment "A" to the CWA prior to award. Contractor shall include in any subcontract a requirement that the subcontractor, and sub-subcontractors of all tiers, become signatory to and bound to the CWA with respect to the subcontracted work. Contractor will also be required to have all subcontractors of all tiers execute the letter of assent attached as Attachment "A" to the CWA prior to such subcontractors performing any work on the project.

## BID FORM

Bid Date: April 30, 2024

Time: 2:00 p.m.

Place: Active Bidder Website

Project: 2023-24 Street Maintenance Project and W. Metz Rd. Alley Pavement Project

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

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

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

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

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on June 27, 2024, and to fully complete all work on or before the **75th working days** after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of

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

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

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

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, 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.

\_\_\_\_\_  
Name \_\_\_\_\_  
Date

**THIS IS A REQUIRED FORM**

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

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

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

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

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

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

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

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

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

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

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

Does not have a proposed debarment pending; and

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

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

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

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

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





Contact Information:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**THIS IS A REQUIRED FORM**

2023-24 STREET MAINTENANCE PROJECT (S-036) AND W. METZ RD. ALLEY  
PAVEMENT PROJECT (S-94)

Bidder (Company Name): \_

**BID SCHEDULE 1**

**2023-24 STREET MAINTENANCE PROJECT (S-036)**

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION & DEMOBILIZATION	\$ _____	\$ _____
2	1	L.S.	TRAFFIC CONTROL SYSTEM	\$ _____	\$ _____
3	1	L.S.	PUBLIC NOTIFICATION	\$ _____	\$ _____
4	1	L.S.	WATER POLLUTION CONTROL	\$ _____	\$ _____
5	1	L.S.	SIGNING & STRIPING, PAVEMENT MARKERS, LEGENDS, REFLECTORS, AND REFRESH CURB PAINTS	\$ _____	\$ _____
6	4,700	TON	ASPHALT CONCRETE (NO RAP), INCLUDES CRACK SEALING	\$ _____	\$ _____
7	123	TON	SLURRY SEAL WITH 2% LATEX, INCLUDES CRACK SEALING	\$ _____	\$ _____
8	643,000	SF	1" AND VARIABLE DEPTH GRIND EXISTING ASPHALT	\$ _____	\$ _____
9	1,000	SF	REMOVE AND REPLACE 4" AC (DUGOUT) AS DETERMINED BY ENGINEER	\$ _____	\$ _____
10	36	EA	ADJUST TO GRADE MANHOLE	\$ _____	\$ _____
11	94	EA	ADJUST TO GRADE WATER VALVE	\$ _____	\$ _____
12	5	EA	ADJUST TO GRADE GAS VALVES (BY OTHERS)	\$ _____	\$ _____
13	42	EA	INSTALL LOOP DETECTOR PER COUNTY OF RIVERSIDE STD. 1206	\$ _____	\$ _____

14	2	EA	CONSTRUCT CROSS GUTTER & SPANDREL PER COUNTY OF RIVERSIDE STD. 209 (INCLUDES SAW CUT AND SLOT PATCH). APPROX 1,661 SF TOTAL OF BOTH	\$ _____	\$ _____
15	464	SF	CONSTRUCT CROSS GUTTER ONLY PER COUNTY OF RIVERSIDE STD. 209 (INCLUDES SAW CUT AND SLOT PATCH)	\$ _____	\$ _____

**Bid Schedule 1:**

TOTAL ITEMS 1-15: \$ \_\_\_\_\_  
 (Figures)

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Written Total (Bid Items 1-15)

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Written Amount (Continued)

## BID SCHEDULE 2

### W. METZ RD. ALLEY PAVEMENT (S-094)

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	MOBILIZATION, INCLUDES ALLEY CONSTRUCTION SURVEY	\$ _____	\$ _____
2	1	L.S.	PUBLIC NOTIFICATION	\$ _____	\$ _____
3	1	L.S.	CLEARING AND GRUBBING, INCLUDES AS-NEEDED TRIMMING AT THE FENCE LINES	\$ _____	\$ _____
4	25,500	S.F.	GRADING AND 90% COMPACTION OF NATIVE SUBGRADE	\$ _____	\$ _____
5	3	EA	INSTALL HDPE DRY WELL PER DETAIL (THE EXACT NUMBER TO BE DETERMINED IN THE FIELD)	\$ _____	\$ _____
6	25,500	S.F.	INSTALL 4" AC (B2 PG70-10) WITH TACK COAT	\$ _____	\$ _____
7	18	EA	ADJUST TO GRADE WATER METER BOXES	\$ _____	\$ _____

TOTAL ITEMS 1-7: \$ \_\_\_\_\_  
(Figures)

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Written Total (Bid Items 1-7)

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Written Amount (Continued)

**BID SCHEDULE SUMMARY**

SCHEDULE 1 – TOTAL ITEMS 1-15: \_\_\_\_\_  
(Figures)

SCHEDULE 2 – TOTAL ITEMS 1-7: \_\_\_\_\_  
(Figures)

TOTAL COMBINED COSTS FOR SCHEDULES 1 & 2:  
\_\_\_\_\_  
(Figures)

\_\_\_\_\_  
Written Combined Cost For Schedules 1 & 2

\_\_\_\_\_  
Written Amount (Continued)

Please note the following regarding bids:

- Award will be based upon responsible and responsive bidder for lowest combined cost for Bid Schedules 1 & 2.
- Bid shall include all sales tax, and other taxes and fees.
- Bid is for Project complete-in-place.
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Bid Documents shall include a list of subcontractors and manufacturer items.
- Bid Bond, Contractor, and subcontractors registration form(s) and other documents required at the time of bid submittal.
- The Contractor must submit Progress Payments separately for each project.

**THIS IS A REQUIRED FORM**

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 \_\_\_\_\_, 20\_\_.

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

2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD. ALLEY

PAVEMENT

NOW, THEREFORE,

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

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

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

PRINCIPAL: \_\_\_\_\_

Two Witnesses  
(If Individual)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST (If 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)

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(Name and Address of Agent or  
Representative for service of process in  
California, if different from above)

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

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**THIS IS A REQUIRED FORM**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of section 1-6.2 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 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

**LISTING OF MANUFACTURERS**

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

<u>Item or Material</u>	<u>Manufacturer or Supplier</u>
Asphalt Concrete	
Type II Slurry	
Crack Seal	
Striping / Signage	
Concrete	

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

ANTI-TRUST CLAIM

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

RESPECTFULLY SUBMITTED:

_____	_____
Signature	Please Print
_____	_____
Title	Address
_____	_____
Date	
_____	
_____	_____
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 \_\_\_\_\_

**THIS IS A REQUIRED FORM**

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

**THIS IS A REQUIRED FORM**

**CERTIFICATION OF NON-DISCRIMINATION**

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
California  
License No.

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Expiration Date

**THIS IS A REQUIRED FORM**

CERTIFICATION OF BIDDER REGARDING NON-SEGREGATED FACILITIES

Project Name: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

The above named Bidder hereby certifies that:

I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification the term "segregated facilities: means any waiting rooms, work areas, restrooms, wash rooms, restaurants, and other eating areas, time clocks, locker rooms, or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.

I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.

DATED: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
California License No.

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Expiration Date

**THIS IS A REQUIRED FORM**

**EXPERIENCE STATEMENT**

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

Bidder has been engaged in the contracting business under his present business name for \_\_\_\_\_ years.

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 him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

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Within the last three years, 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 &amp; Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed &amp; \$ Amount</u>

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

**THIS IS A REQUIRED FORM**

# NOTICE OF AWARD

## CITY OF PERRIS

### 2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD. ALLEY PAVEMENT

The Agency has considered the Bid submitted by you for the above described work in response to its Notice Inviting Sealed Proposals (Bids) dated \_\_\_\_\_, 2024 and Information for Bidders for the above mentioned project.

You are hereby notified that your Bid has been accepted in the amount of \$\_\_\_\_\_ and the Extract of Public Works contract Award has been forwarded to the California Department of Industrial Relations and the Division of Apprenticeship Standards.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Labor and Material Payment Bond, Contract Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice. Anticipated construction start date is \_\_\_\_\_, 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 mandatory pre-construction meeting for the contractor and all of his subs will be required prior to start of work and will be scheduled upon receipt of all contract documents.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Perris**

Agency

By: **John Pourkazemi, City Engineer**

Title



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

# PUBLIC WORKS CONTRACTOR REGISTRATION

(Pursuant to SB 854)

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

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

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

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

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## **SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION EXTRACTS WITH BID PROPOSAL**

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# PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT (“Contract”) is made and entered into as of the date executed by the City Manager, by and between \_\_\_\_\_ (“Contractor”) and the City of Perris (“City”), for a total amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ as set forth in Contractor’s bid (the "Contract Amount") and up to \$ \_\_\_\_\_ in a Construction Contingency amount if approved by the City pursuant to this Contract.

WHEREAS, pursuant to the Notice Inviting Bids, bids were received, publicly opened, and declared on the date specified in said Notice, and;

WHEREAS, City did accept the bid of Contractor dated \_\_\_\_\_, 20 \_\_\_\_ (“Contractor’s Bid”) and;

WHEREAS, City Council has authorized the City Manager to enter into a written Contract with Contractor for furnishing labor, equipment, and material for the construction of:

JOB NO.:	S-036 & S-094
DESCRIPTION:	2023-24 Street Maintenance Project and W. Metz Rd. Alley Pavement
LOCATION:	Various locations throughout the City of Perris

(Hereinafter referred to as “the Project”).

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

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

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

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

3. **CONSTRUCTION START AND COMPLETION DATE:** The start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer (“Start Date”). Contractor shall complete the Project within 75 Working Days from the Start Date. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.
4. **INSURANCE:** Contractor shall not commence any Work under this Contract until Contractor has obtained all insurance required by the Contract Documents from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.
5. **PREVAILING WAGES:** In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the Engineering

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. SUBCONTRACTOR COMPLIANCE: Contractor shall be responsible for the

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

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

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

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



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

16. **TERMINATION**: City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days written notice. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the Surety, then existing or accrued thereafter.

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

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

and pursue its completion.

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

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

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

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

- C. DISCONTINUE WORK: Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

17. ATTORNEY FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

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

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

Contractor

State of California

Contractor's License No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor's Business Tele. #: (\_\_\_\_) \_\_\_\_\_ Emergency Tele. #: (\_\_\_\_) \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

( S E A L )

Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

City

City of Perris

Attest to:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Print Name

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor's California License No.

Name \_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
Name of License Holder

Title \_\_\_\_\_

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, CITY OF PERRIS (referred to hereinafter as "obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Contractor") an agreement dated \_\_\_\_\_, for work described as follows:

2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD. ALLEY PAVEMENT  
(hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, providing that if said Contractor, or any of his or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee (to be fixed by the court) in case suit is brought on the bond;

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ and to any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies, or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, excepting the said Contractor, in the sum of \_\_\_\_\_ (words) Dollars (\$ \_\_\_\_\_), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

**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.

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) \_\_\_\_\_

**THIS IS A REQUIRED FORM**





**CERTIFICATE OF CONTRACTOR**

I, \_\_\_\_\_, certify that I am a/the

\_\_\_\_\_ (specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY:

\_\_\_\_\_

TITLE OF SIGNING PARTY:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

California License No.

(CORPORATE SEAL)

\_\_\_\_\_

Name of License Holder

\_\_\_\_\_

Type of License

\_\_\_\_\_

Expiration Date

**THIS IS A REQUIRED FORM**

**CONTRACT PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORKS)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THE CITY OF PERRIS, (sometimes referred to hereinafter as "Obligee" has awarded to \_\_\_\_\_  
(hereinafter designated as the "Contractor"), a contract for the work described as follows:

**2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD ALLEY PAVEMENT**  
(hereinafter referred to as the "Public Work Contract"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, The Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof:

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the Court.

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

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

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

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

IN WITNESS WHEREOF, this document has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

SURETY:

\_\_\_\_\_

BY Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_. (The above must be filled in by corporate surety.)

**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)

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(Name and Address of Agent  
or Representative for ser-  
vice of process in Cali-  
fornia, if different from  
above)

---

---

---

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

---

**THIS IS A REQUIRED FORM**



CERTIFICATE OF CONTRACTOR

I, \_\_\_\_\_, certify that I am a/the \_\_\_\_\_ (specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY: \_\_\_\_\_

TITLE OF SIGNING PARTY: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License No.

(CORPORATE SEAL) \_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

## CERTIFICATION OF INSURANCE AND ENDORSEMENTS

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

Workers' Compensation Insurance  
Comprehensive General Liability Insurance

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

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

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

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



CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: 2023-24 STREET MAINTANENCE PROJECT AND W. METZ  
RD. ALLEY PAVEMENT

TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE

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

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

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

Policy Number	Effective Date	Expiration Date
---------------	----------------	-----------------

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

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
Named Insured Insurance Company

\_\_\_\_\_  
Street Number Street Number

\_\_\_\_\_  
City and State City and State

Insurance Company Agent for  
Service of process in California

\_\_\_\_\_  
(Authorized Representative)  
(Attach Acknowledgement)

\_\_\_\_\_  
(Name) (Company)

\_\_\_\_\_  
(Street Number) (Street Number)

\_\_\_\_\_  
(City) (City and State)

\_\_\_\_\_  
(Telephone Number) (Telephone Number)

NOTICE: 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.



CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: 2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD. ALLEY PAVEMENT

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 Engineer prior to any material change or cancellation of said policies.

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

Policy	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 ___

Business automobile liability insurance or equivalent form with a combined single limit of not

less than \$2,000,000.00 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations, and \$4,000,000 general aggregate applying separately to the work performed under the Contract. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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

ENDORSEMENT:

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

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

The insurance company hereby waives its rights of subrogation against the additional insureds.

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, in the year \_\_\_\_\_, before  
me, \_\_\_\_\_, a Notary Public in and for said  
state, personally appeared \_\_\_\_\_,

known to me, or proved to me on the basis of satisfactory evidence, to be  
the person whose name is subscribed to the within instrument as the

Attorney-in-Fact of the \_\_\_\_\_  
(Surety) and acknowledged to me that he subscribed the name of the  
\_\_\_\_\_ (Surety) thereto and his  
own name as Attorney-in Fact.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

Commission expires \_\_\_\_\_

NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: 2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD. ALLEY PAVEMENT

You are hereby notified to commence Work in accordance with the Contract dated \_\_\_\_\_, and you are to complete all work within the right-of-way on or before 75 working days.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

City of Perris  
Agency

By \_\_\_\_\_ City Engineer  
John Pourkazemi Title



ACCEPTANCE OF NOTICE

Receipt of the Notice to Proceed is hereby acknowledged by  
\_\_\_\_\_, this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_ By \_\_\_\_\_  
Contractor

Title \_\_\_\_\_

\_\_\_\_\_  
Contractor's California License No.

\_\_\_\_\_  
Name of License Holder

\_\_\_\_\_  
Type of License

\_\_\_\_\_  
Expiration Date

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

ADDRESS REPLY TO:

P.O. BOX 603  
SAN FRANCISCO, CA 94101

PUBLIC WORKS CONTRACT

AWARD NOTICES

To the Awarding Agency:

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

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

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

RITA TSUDA, Deputy Chief

Enclosure

**STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS**

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

AWARDING AGENCY ID NUMBER

--

If you do not have an ID number please contact DAS

FROM:

**EXTRACT OF  
PUBLIC WORKS CONTRACT AWARD**

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

1. NAME OF GENERAL CONTRACTOR			2. CONTRACTOR'S LICENSE NO	
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)			4. CITY	
			5. ZIP CODE	6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS			8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY):	
9. NAME OF PROJECT			9a. County	
10. CONTRACT NUMBER	11. PROJECT NUMBER		12. DOLLAR AMOUNT OF CONTRACT AWARD	
13. FIRST ADVERTISED BID DATE MONTH DAY YEAR		14. CONTRACT AWARD DATE MONTH DAY YEAR		12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions).
15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?				
16. STATE CONSTRUCTION BONDS If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES			17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT? YES NO	
			18. 19. THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to <a href="mailto:cmupa@dir.ca.gov">cmupa@dir.ca.gov</a> YES NO	
19. STARTING DATE (ESTIMATED OR ACTUAL)  (MM/DD/YYYY)			20. COMPLETION DATE (ESTIMATED OR ACTUAL)  (MM/DD/YYYY)	
21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED			22. NEW CONSTRUCTION REMODELING ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE	
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)  Please list Sub-contractors and their worker classifications on page 2				
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code?  YES NO				
25. SIGNATURE		26. TITLE		27. DATE
28. PRINTED OR TYPED NAME		29. E-MAIL ADDRESS		30. TELEPHONE NUMBER
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.				
31. NAME		32. TITLE		33. E-MAIL ADDRESS
				34. TELEPHONE NUMBER

Duplication of this form is permissible

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



**PUBLIC WORKS CONTRACT AWARD INFORMATION**

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

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

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

***This is not a request for dispatch of apprentices.***

*Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations*

*Check One Of The Boxes Below*

1.  We are already approved to train apprentices by the \_\_\_\_\_  
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee
2.  We will comply with the standards of \_\_\_\_\_  
Apprenticeship Committee for the duration of this job only. Enter name of the Committee
3.  We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

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



## REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

**DO NOT SEND THIS FORM TO DAS**

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

<b>Date:</b> _____	<b>Contractor Requesting Dispatch:</b>
<b>To Applicable Apprenticeship Committee:</b>	<b>Name:</b> _____
<b>Name:</b> _____	<b>Address:</b> _____
<b>Address:</b> _____	_____
_____	<b>License No.</b> _____
<b>Tel. No.</b> _____ <b>Fax No.</b> _____	<b>Tel. No.</b> _____ <b>Fax No.</b> _____

**Project Information:**

**Contract No.** \_\_\_\_\_

**Name of the Project:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Dispatch Request Information:**

**Number of Apprentice(s) Needed:** \_\_\_\_\_ **Craft or Trade:** \_\_\_\_\_

**Date Apprentice(s) to Report:** \_\_\_\_\_ (72 hrs. notice required) **Time to Report:** \_\_\_\_\_

**Name of Person to Report to:** \_\_\_\_\_

**Address to Report to:** \_\_\_\_\_

\_\_\_\_\_

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via either first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm> DAS 142 (Revised 03/12)*



# CHANGE ORDER

Order No. \_\_\_\_\_ Date \_\_\_\_\_

Contract Date \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Agency: CITY OF PERRIS

Project: 2023-24 STREET MAINTENANCE PROJECT AND W. METZ RD.  
ALLEY PAVEMENT

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

## 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 (decreased) (increased). \$ \_\_\_\_\_

New Contract Price including this  
Change Order \$ \_\_\_\_\_

### CHANGE TO CONTRACT TIME

Contract Time will be (increased)  
(decreased) \_\_\_\_\_  
(Working Days)

Date for completion of all work \_\_\_\_\_  
(Date)

APPROVALS REQUIRED

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

Recommended by: \_\_\_\_\_ Date \_\_\_\_\_

Ordered by: \_\_\_\_\_ Date \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_

Federal Agency  
Approval: \_\_\_\_\_ Date \_\_\_\_\_  
(Where Applicable)



# CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

CONTRACT DATE \_\_\_\_\_

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

To: 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: 2023-24 STREET MAINTENANCE PROJECT AND W. METZ  
RD. ALLEY PAVEMENT

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:

\$ \_\_\_\_\_

(number)

\_\_\_\_\_  
(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.

\_\_\_\_\_  
Printed Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 1-6.2, “Subcontractor Listing” Section 1-6.2 of said “Standard Specifications” is amended to read:

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

2. Section 2-9, “Changed Conditions” Section 2-9 of said “Standard Specifications” is amended to read:

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

3. Section 4-1, “General” Section 4-1 of said “Standard Specifications” is amended to read:

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

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

4. 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 **\$1,000 for each and every calendar day's delay** in finishing the work in excess of the number of days prescribed.

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

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

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

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

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

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

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

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

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

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

in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances 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 Public Works Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor. If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, 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 5-4.2, “General Liability Insurance” Section 5-4.2 of said “Standard Specifications” is amended to read:

5-4.2 “Contractor’s Liability and Insurance”

- 5-4.2.1 Contractor’s Liability: The City, its Council, Engineer, employees, its Consultants or agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

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

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

be subject to approval by the City of Perris.

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

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

#### 5-4.2.2

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

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

Each such policy of insurance shall:

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

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

- E. Otherwise by in form satisfactory to the City.

7. Section 5-4.3, “Workers’ Compensation Insurance” Section 5-4.3 of said “Standard Specifications is amended to read:

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

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

Said policy of insurance shall contain an endorsement which:

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

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

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

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

- 8. Section 5-7.2.1, “General” Section 5-7.2.1 of said “Standard Specifications” is amended to read:

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

- 9. Section 5-1, “Laws and Regulations” Section 5-1 of said “Standard Specifications” is amended to read:

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

- 10. Section 7-3.2, “Partial and Final Payment” the last paragraph of Section 7-3.2 of said “Standard Specifications” is amended to read:

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

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

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

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

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

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

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

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

proof of actual payment to the sureties.

12. Section 9, "Other Provisions" Section 9 is added to said "Standard Specifications" to read:

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

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

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

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

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

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

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

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

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

9.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

13. “Environmental Provisions” The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this 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.



# **SPECIAL PROVISIONS**

## **PART I - STANDARD PROVISIONS**

### **SP-1-1.00 GENERAL**

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

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

### **SP-1-1.01 CALTRANS SPECIFICATIONS**

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

### **SP-1-1.02 CALTRANS STANDARDS**

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

### **SP-1-1.03 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

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

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

### **SP-1-1.04 DEFINITIONS**

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

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

AGENCY	City of Perris
BOARD	City Council of the City of Perris
ENGINEER	The City Engineer of City of Perris, his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE, STATE OF CALIFORNIA	City of Perris
DIRECTOR OF PUBLIC WORKS	Director of Public Works/City Engineer of the City of Perris
LABORATORY	The laboratory to be designated by the Engineer to test materials and work involved in the contract.
NOTICE TO CONTRACTORS	Notice of Bids.

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

#### SP-1-1.05 EXAMINATION OF PREMISES

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

risks as to natural conditions and contingencies attending the work.

#### SP-1-2.00 SCOPE AND CONTROL OF THE WORK

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

#### SP-1-2.01 PLANS AND SPECIFICATIONS

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

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

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

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

#### SP-1-2.02 SCHEME OF WORK

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

#### SP-1-2.03 STANDARD PLANS

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

#### SP-1-2.04 TIME LIMIT

The work specified herein shall be completed within **Seventy-Five (75) Working Days** after commencement date given in the Notice to Proceed.

## SP-1-2.05 AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

#### SP-1-2.06 AUTHORITY OF THE CITY ENGINEER

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

#### SP-1-2.07 SUBCONTRACT

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

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

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

#### SP-1-3.00 CHANGES IN WORK

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

#### SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP

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

#### SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP

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

workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-4, "Test of Materials", of the Greenbook Specifications.

#### SP-1-4.02 LABORATORY

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

#### SP-1-5.00 UTILITIES

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

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

Attention is invited to Greenbook Section 6 of Standard Provisions.

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

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

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

#### SP-1-6.02 BEGINNING OF WORK

The contractor is anticipated to begin work on June 27, 2024. If for some reason the City does not authorize the work to begin on above date, the work shall begin on the date specified by the Notice to Proceed.

#### SP-1-6.03 TIME OF COMPLETION

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

#### SP-1-6.04 PROSECUTION OF WORK

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

#### SP-1-6.05 TEMPORARY SUSPENSION OF WORK

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

Engineer.

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

#### SP-1-6.06 SUSPENSION OF CONTRACT

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

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

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



#### SP-1-6.07 TERMINATION OF CONTRACT

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

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

#### SP-1-6.08 LIQUIDATED DAMAGES

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

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

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

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

#### **SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR**

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

#### **SP-1-7.01 ASSUMPTION OF RISK**

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

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

#### SP-1-7.02 LABOR

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

#### SP-1-7.03 LIABILITY INSURANCE

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

#### SP-1-7.04 WORKER'S COMPENSATION INSURANCE

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

#### SP-1-7.05 PERMITS AND INSPECTION

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

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

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

#### SP-1-7.06 CONTRACTOR'S REPRESENTATIVE

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

#### SP-1-7.07 COOPERATION AND COLLATERAL WORK

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

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

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

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

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

#### SP-1-7.08 PROJECT APPEARANCE

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

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

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

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

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

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

#### SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

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

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

City of Perris Standard Plans, as directed by the Engineer.

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 therefor.

#### SP-1-7.10 PUBLIC CONVENIENCE

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

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

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

#### SP-1-7.11 PUBLIC SAFETY

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

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

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

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

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

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

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

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

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

#### SP-1-7.12 PUBLIC NOTICE

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

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

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

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

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

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

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

#### SP-1-7.13 SOUND CONTROL REQUIREMENTS

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

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

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

#### SP-1-7.14 LAWS TO BE OBSERVED

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

#### SP-1-7.15 ADVANCE NOTIFICATION

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



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

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

Riverside County Transportation Department	(951) 955-6880
Southern California Edison Company	(800) 655-4555
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(951) 657-3280
Eastern Municipal Water District	(951) 928-3777
Frontier	(800) 483-5000
SCRRA	(888) 446-9721

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

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

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

#### SP-1-7.17 SUPERINTENDENCE

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

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

## **PART II - STANDARD CONSTRUCTION PRACTICE**

### SP-2-1.00 SCOPE OF WORK

The Contractor shall furnish, in accordance with the specifications and drawings, all plant, labor, equipment and materials required for completion of the City of Perris, 2023-24 Street Maintenance and W. Metz Rd. Alley Pavement Projects.

### SP-2-2.00 DRAWINGS

Contract drawings applicable to the work to be performed under the contract are the drawings entitled "2023-2024 STREET MAINTENANCE PROJECT AND METZ ROAD ALLEY PAVEMENT PROJECT" approved by City Engineer.

### SP-2-3.00 NOT USED

### SP-2-4.00 NOT USED

### SP-2-5.00 NOT USED

### SP-2-6.00 NOT USED

### SP-2-7.00 PRECONSTRUCTION CONFERENCE

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

### SP-2-8.00 CONSTRUCTION MEETINGS

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

### SP-2-9.00 STANDARD SPECIFICATIONS

Specifications for work shall follow in order of:

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

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

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

#### SP-2-10.00 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

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

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

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

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

#### SP-2-12.00 SAFETY

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

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

#### SP-2-13.00 PROTECTION OF EXISTING FACILITIES

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

#### SP-2-14.00 NOT USED

#### SP-2-15.00 NOT USED

#### SP-2-16.00 POWER AND WATER SUPPLY

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

#### SP-2-17.00 DUST ABATEMENT

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

#### SP-2-18.00 COOPERATION BETWEEN CONTRACTORS

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

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

#### SP-2-19.00 DAILY CLEANUP AND ACCESS

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

#### SP-2-20.00 FINAL CLEANUP

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

#### SP-2-21.00 MAINTENANCE AND GUARANTEE

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

#### SP-2-22.00 PROTECTION OF THE PUBLIC

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

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

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

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

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

#### SP-2-23.00 HOURS OF WORK

Except where otherwise noted, all work shall normally be performed between the hours of 8:00 a.m. and 4:00 p.m. on Monday through Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection and material testing outside of the City's normal working hours at the rate of \$150.00 per hour.

#### SP-2-24.00 CONTRACTOR'S RESPONSIBILITY

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

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

#### SP-2-25.00 CONSTRUCTION AND ENCROACHMENT PERMITS

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

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

## SP-2-26.00 RECORD DRAWINGS

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

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

## SP-2-27.00 AREAS FOR CONTRACTOR'S USE

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

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

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

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

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

## SP-2-28.00 MAINTENANCE OF ROAD

During the time of construction the Contractor shall be responsible for the maintenance of the road

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

#### SP-2-29.00 PRESERVATION OF PROPERTY

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

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

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

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

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

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

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



included in other bid items.

#### SP-2-30.00 UTILITY VERIFICATIONS, POTHOLING AND COORDINATION

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

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

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

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

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

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

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

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

plans or marked by “Dig Alert”.

#### SP-2-31.00 CONSTRUCTION STAKING

The Contractor shall be responsible for providing construction surveying and staking for all the work including, curb and gutter, cross gutter, AC berm, edge of pavement, pavement longitudinal and cross slope, drainage facilities, swales, and other miscellaneous items. The price for this item shall be considered as included in other items of the work and no compensation shall be made therefor.

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

## **PART III: TECHNICAL SPECIFICATIONS**

### **(CONSTRUCTION METHODS, MATERIAL SPECIFICATIONS AND PAYMENT REQUIREMENTS)**

#### **SP-3-1.00 - DESCRIPTION**

The project, in general, includes cold milling and overlay asphalt concrete pavement, Type II slurry with 2% Latex. This project also includes alley paving, grading, dry wells installation, applying rubberized crack seal, weed kill, restriping and concrete removals and replacements throughout the City of Perris as shown in Appendix C.

#### **SP-3-2.00 MOBILIZATION**

Mobilization shall conform to the provisions in Section 7-3.4, "Mobilization", of the Greenbook Specifications and these Special Specifications.

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

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

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

#### **SP-3-3.00 – TRAFFIC CONTROL SYSTEM**

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

Traffic Control Plan - The Contractor shall submit Traffic Control Plans (TCP) conforming to Section 601, "Work Area Traffic Control," of the Standard Specifications and these provisions developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, bicyclists, pedestrians, and workers during construction. The TCP shall include all work within the City rights-of-way. Work shall not be allowed until the TCP has been

reviewed and accepted by the Engineer. It is the Contractor's responsibility to provide a qualified person to prepare the TCP. Contractor shall note that TCP may be required for individual work activity.

The TCP shall be submitted to the Engineer seven (7) calendar days prior to any work activity. Under no circumstances shall any construction work affecting traffic be performed prior to the Engineer's acceptance of the TCP and the installation of the required advisory signs.

**Changeable Message Signs (CMS)** are required on any streets requiring detours and all streets with traffic limits higher than 40 MPH. The TCP shall include provisions for changeable message signs on streets stating expected delays with dates and times and other devices and details necessary to provide a complete TCP. CMS or approved advisory signs shall be set in place a minimum of FIVE (5) WORKING DAYS prior to the start of the work.

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work as requested by the Engineer.

Hours of Work and Lane Closures - The Contractor shall notify and coordinate with the fire department, highway patrol, police, schools, Transit, Solid Waste, post office, and other agencies as required as to the road closure and the expected duration.

Special considerations shall be taken to implement the traffic control plan. The hours of work and traffic lane closures shall be as follows unless approved by the Engineer. Lane closure shall not be allowed without proper advances warning devices, signing, and flagmen control in conformance with the State Specifications and these specifications.

For all streets, unless noted elsewhere, the hours of work and lane closures shall be as follows unless approved by the Engineer:

- No work shall be performed on Saturday, Sundays, or legal holidays.
- Hours of construction are between 8:00 am – 4:00 pm.
- No lane of traffic shall be closed to the public prior to 8:30 a.m. and all lanes shall be open to traffic by 3:30 p.m.
- Lanes of traffic shall have a minimum width of 10 feet.
- Where roads will have complete closures, Contractor shall prepare maps indicating where, dates and receive **Approval from the City prior to complete closures**. The preparation of Street closures shall consider minimizing long distance for residents to park or walk to their homes.

At the completion of the work shift, all existing lanes of traffic shall be maintained and opened to traffic. The Engineer reserves the right to modify Contractor's scheduled locations for construction operations to accommodate access for businesses/residents.

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

The Contractor shall be responsible for maintaining local property access and access to existing

public cross-streets within the limits of this contract. Where applicable, Contractor shall sand driveways and other areas as needed for traffic access. Wash sand shall be used for sanding and shall be mechanically and evenly spread or broadcast.

Contractor shall place Type II barricade with "Road Closed" signs at the end of each street in the process of being resurfaced. Signs shall remain in place until the resurfaced pavement has cured sufficiently and when the road or lane is open for through traffic.

On-Street Parking - Contractor will provide, install, maintain and remove "No Parking" signs in areas ONLY where the Contractor's work will require restricted parking. The Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The signs shall clearly show the date(s) and hours of the parking prohibition. Writing shall be legible and visible for drivers of vehicles. The notification shall include the Contractor's name and phone number where questions can be directed by the public. This notice shall be affixed to a Type II barricade that is placed in the lane of the road, near lip of gutter, (max. 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer.

When originally scheduled paving dates change due to weather or other, Contractor shall remove and replace NO PARKING signs with corrected dates. CROSS OUT DATES IS NOT ALLOWED. Removal and/or replacement of corrected signs and barricades shall be performed within 24 hours of approved changed or as directed by the Engineer.

All construction signs, including barricades used for NO PARKING restrictions, shall be furnished, installed, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the State Standard Specifications and these specifications. Non-compliance with any stipulation of this section will be justification for the City to stop work.

Towing - In the event that towing is required after proper notifications have been delivered and posted, and reasonable attempt have been made to the property owner or resident, the Contractor shall be responsible for towing vehicles. Contractor shall notify the Engineer prior to towing. The City shall not be responsible for any claims made as a result of towing from the Contractor.

Dust Control shall be considered as part of the traffic control system and shall be in compliance with Section 10-5, "Dust Control" of the Caltrans 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 contractors operation. Dust control is the contractor's responsibility throughout construction even when no work is taking place.

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

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

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

For Slurry Seal placement, the driveways adjacent to the streets in the curing process shall be blocked off with channelizers. Additional personnel shall be available to enforce street closures. A notice in English & Spanish stating the date and time of this action shall be given to each resident 5 days prior, then again 24 hours before the actual work.

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

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

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

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

Measurement and Payment - The contract lump sum price paid for TRAFFIC CONTROL SYSTEM shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, and disposing of the components of the traffic control system.

#### SP-4-3.01 – PUBLIC NOTIFICATION

The Contractor shall be required to notify and cooperate with the public, **schools**, transit companies, local law enforcement agencies, local fire districts, local utility companies, refuse collectors, and any other persons or agencies who may be affected by this project at least one (1) week prior to construction. Any changes in schedule will be coordinated with affected local agencies as needed and as requested by the Engineer. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pickup.

**7-Day Notifications** - Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least seven (7) calendar days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents. Notifications must be in English and Spanish.

The Contractor shall provide the Engineer with a copy of all written notifications for review seventy-two (72) hours prior to delivery.

**72-Hour Notifications** - The Contractor is responsible for delivering door hangers, as approved by the Engineer, **PRIOR to the slurry seal operations**. Notification will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. – See Sample of Door Hanger found in the Appendix. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns.

72-Hour Notifications to affected residents and businesses shall be delivered a minimum of 72-hours prior to resurfacing operations.

For areas that have been notified and have parking areas restricted, should the Contractor's operation, be postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with similar notifications, as listed above, a minimum of two (2) working days prior to the start of the work. See also "Traffic Control System" section regarding sign changes.

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

#### Measurement and Payment

The contract LUMP SUM price for PUBLIC NOTIFICATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved. The City shall furnish door hanger notifications as described above.

**SP-3-4.00 – NOT USED**

### SP-3-5.00 – WATER POLLUTION CONTROL PLAN

The Contractor shall carry out the water pollution control as indicated in the Water Pollution Control Plan, the Caltrans Specifications, these Special Provisions, and as directed by the City Engineer. The Contractor shall also comply with all and every water pollution requirement as set by the regulatory agencies. A Storm Water Pollution Prevention Plan (SWPPP) is not required. Contractor shall still be responsible for compliance with all applicable water quality laws, regulations, programs, and the approved Water Pollution Control Plan. Contractor shall be responsible to develop a Water Pollution Control Plan for City Engineer’s review prior to construction.

Water pollution control work shall conform to the provisions in Section 3-12.6, “Water Pollution Control” 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/construct/stormwater.html>. Copies of the Permits are available for review at the Department of Transportation, District 8, Environmental / Technical Branch, 464 West 4<sup>th</sup> 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 days notice of the City’s intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-3.2, “Partial and Final Payment” of the Greenbook Specifications.
- C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall pay for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section “Water Pollution Control (Storm Water Pollution Prevention Plan)” shall not relieve the Contractor from the Contractor’s responsibilities, as provided in Section 5, “Legal Relations and Responsibilities”, of the Standard Specifications.

The Contractor shall notify the Engineer 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-3-6.00 – NOT USED

SP-3-7.00 – NOT USED

SP-3-8.00 – NOT USED

SP-3-9.00 – NOT USED

### SP-3-10.00 – ASPHALT CONCRETE (NO RAP)

Asphalt concrete shall conform to the requirements of Section 203 in general, Sections, 203-1 “Paving Asphalt”, 203-6 “Asphalt Concrete” and 302-5 “Asphalt Concrete Pavement” of the Greenbook Specifications

The paving asphalt shall contain No RAP and shall be **TYPE III (III-C2-PG 70-10-R0)** for surface course and, **(III-B2-PG 70-10-R0)** for dugout areas, as indicated on the plans, these special provisions, or as determined by the Engineer.

All asphalt concrete for this project shall be supplied from one source unless requested in writing and approved by the Engineer. Said source shall be listed on the Caltrans Material Plant Quality Program and have current qualifications. The Contractor shall submit to the Engineer a test results from said source for verification and a “Certificate of Compliance” that the PG asphalt binder meets all requirements provided in Table 203-1.2 of the Greenbook, prior to its use on the project.

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

Tack coat shall be furnished and applied as provided in Section 302-5.4 of the Greenbook.

If in the opinion of the Engineer the road does not drive smoothly, he shall direct the Contractor to have the road “profilographed” and the Contractor will be responsible for any “bump” grinding or other remedies required to provide a smooth and aesthetically pleasing road. The cost for both the “profilgraphy” of the roadway and the “bump” grinding of pavement, if needed, shall be borne by the Contractor.

Curb and gutter and cross gutters to be removed and replaced may require slot paving or removing and replacing the full depth section adjacent to the item being removed. The width and depth of the slot paving and/or full depth removal and replacement is as shown on the plans or determined by the Engineer. All slot paving or full depth removals adjacent to concrete shall be replaced fully with asphalt.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for slot paving and/or removing and replacing full depth section adjacent to concrete item being removed and replaced shall be considered as included in the contract price paid for asphalt concrete shall be paid for under the appropriate bid item.

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

The contract price paid per ton for asphalt concrete shall include full compensation for furnishing

all labor, materials, tools, equipment, and incidentals for furnishing and installing all asphalt concrete on the project, unless specifically call-out somewhere else and no additional compensation shall be allowed therefor.

SP-3-10.01 – ASPHALT RUBBER HOT MIX (ARHM) (May be used as Alternate Bid)

Asphalt concrete surface courses shall be Asphalt Rubber Hot Mix, **ARHM-GG-C**, wet process, as specified in Section 203-11 and 302-9 of the Greenbook Specifications and shall conform to the following:

- a. The Contractor shall submit the final mix design to the City for approval prior to use.
- b. The asphalt concrete shall not be spread when underlying layers of AC are above 150 degrees F.
- c. The wet mixing cycle shall be 50 seconds.

Product submittals shall be made by the Contractor in a timely matter. Submittals shall be made providing a minimum of 3 weeks for review and approval prior to installation or use of product.

Distribution and Spreading

Distribution and spreading shall conform to Section 302-9 except that at the time of placement in the paving machine, the **temperature of ARHM-GG-C shall be 290 degrees Fahrenheit and be high enough that pavement temperature after two passes with breakdown roller exceeds 240 degrees Fahrenheit.**

The thickness of ARHM shall be as specified on the plans and specifications. The Engineer will strictly enforce conformance to this thickness. Any deviation from this thickness resulting in additional tonnage shall be at the contractor's expense unless otherwise approved by the Engineer.

To avoid picking up loose rock in the overlay area, the truck tires of all trucks must be lightly oiled, but not to the point of run off.

Contractor shall have sufficient power brooms on site during all periods if distribution on site during all periods of distribution and spreading to provide cleanup of haul routes and work areas. Power brooms shall provide miscellaneous cleanup of AHRM spoils as directed by the Engineer. Power brooms shall not be operated more than 80% full of sweepings.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer.

**INACCESSIBILITY OF A HEAT MEASUREMENT SHALL BE CAUSE FOR TERMINATION OF PAVING OPERATION.**

Two initial complete passes with the breakdown roller shall be provided. Initial breakdown rolling shall be performed close enough to the paving machine and at a pavement temperature high enough such that pavement temperature after two passes exceeds 240 degrees Fahrenheit.

Immediate rolling shall be provided such that a total of six passes are performed before pavement temperature drops below 200-degree Fahrenheit.

The Contractor shall join all gutter lips such that the finished AC (ARHM) surface is three-eighths (3/8") inches above gutter lip.

#### Rock Dust Blotter

Rock dust blotter conforming to 200-1.2 shall be uniformly applied using mechanical spreader at a rate of 3 pound per square yard regardless of pavement temperature, to prevent tracking of ARHM. Within two days of completion of paving on any day, all rock dust residue shall be removed from the entire street surface and gutters by power sweeper.

#### SP-3-11.00 – SIGNING, STRIPING AND PAVEMENT MARKING, INSTALL FIRE HYDRANT BLUE MARKERS AS NEEDED

The Contractor shall be responsible for removing and replacing and/or relocating “in-kind” all signing, striping, and other pavement markings which are destroyed, damaged, obscured, or otherwise affected due to the construction of the project. All signing, striping and other pavement markings damaged by the project shall be replaced and/or relocated by the Contractor whether shown on the project plans or not. Prior to any work, the Contractor shall make a record of the existing striping and other pavement markings throughout the project limits. This striping shall be restored at the end of the project to existing condition, and include any additional project signage and striping, at the direction of the City Engineer. Any deviation in the striping must be approved by the Engineer in advance.

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

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

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

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

Temporary striping such as "tabs" and "tape" can be used when the temporary striping and pavement markings will be in use for less than seven calendar days. All temporary striping to be in place greater than or equal to seven calendar days shall be paint unless approved otherwise by the Engineer. Temporary stop limit lines shall be paint or eight-inch wide white traffic tape. "Black-out" of existing striping shall be kept to a minimum. Existing striping shall be removed when in conflict and in no case shall existing striping that is "blacked-out" be allowed to stay in the field without being removed for more than 24 hours.

Temporary/removable "No Parking" signs shall be installed along the route of construction a minimum of 72 hours prior to start of work in particular streets. The sign shall advise of the date of actual construction. Parking available to residents is very limited, the contractor shall be diligent with his schedule and delivery of work and not prohibit parking to any one block more than 24 continuous hours in any given phase of construction.

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

The lump sum cost shall include installation of additional signage and striping, as directed by City Engineer in the event none exists.

#### **SP-3-12.00 – PROTECT IN PLACE, UTILITY BOXES, MANHOLES, METERS, ETC.**

The lump sum price for this work shall include protecting in place and covering the lids, all valves and covers, signs, meters, pedestals, pull boxes, poles, vaults, manholes (sewer, water, cable, communication, gas, storm drain, etc.), fire hydrants, storm drains, water lines, meter mains, gas lines, sewer lines, overhead utilities, traffic signal boxes, fencing, trees, mailboxes, posts, delineators, existing utilities, etc. not mentioned or specifically referenced elsewhere in the specifications. If the mailboxes and/or post are in too poor of a condition it shall be replaced at the Contractor's expense.

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

### SP-3-13.00 – WEED REMOVAL

The Contractor shall chemically kill and remove any and all weeds that are growing within the project area and shall also chemically treat the top of sub-grade to prevent the future growth of weeds.

All weeds shall be sprayed with a herbicide mixture of Spike 80 DF or approved equal, between seven (7) to twenty one (21) days prior to removing the weeds. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The sub-grade shall be sprayed with an approved product to prevent the future growth of weeds.

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

### SP-3-14.00 – NOT USED

### SP-3-15.00 – CRACK SEALING

After cold milling and prior to the placing of Asphalt Rubber Hot Mix, existing pavement cracks will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant conforming to Standard Specifications Section 201-3.7 (Type "D" Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant)). Material shall meet the **CRAFCO Polyflex Type 4** or approved equal.

The Contractor shall provide the Engineer with a **Certificate of Compliance** conforming to the provisions in Section 6, "Control of Materials," of the State Specifications with each shipment of crack sealant. Said certificate shall also certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.

Cracks less than 1/8" wide shall not be filled. Cracks greater than 1/8" up to and including 1/2" shall be routed to a width of 1/2" and a depth of 3/4" to 1.0".

Cracks greater than 1/2" need not be routed, however, shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture.

The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. Settlement of sealant will occur, thus requiring application of a second layer of sealant material for all cracks 1/4" in width or wider. For cracks with depressed surfaces on each side of the crack shall be over filled beyond level with pavement surface and then squeezed to fill in depressed area. No more than a 2" wide and 1/16" thick strip of material may be applied to the pavement surface.

All cracks shall be blown clean using not less than 175 cfm air compressor at 110 psi just prior to sealing. Loose material between cracks larger than 3/8" shall be removed by gouging or plowing and the crack shall be brushed and blown clean with compressed air just prior to sealing.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

Crack sealing shall be paid at the contract lump sum price bid for pavement preparation and crack seal. Compensation shall include routing, crack cleaning, crack filling, and clean up.

**All streets in exhibits called out for slurry seal or AC overlay shall be crack sealed.**

No slurry seal material or AC material shall be placed until after the crack seal material has been in place for a minimum of seven (7) calendar days as approved by the Engineer. If after the allotted time the crack treatment is more than ¼ inch below the specified level, the sealant fails, the crack reopens or not to the satisfaction of the Engineer, the Contractor shall retreat the crack. The cost of retreating any cracks shall be borne by the Contractor.

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

SP-3-16.00 – TYPE II SLURRY SEAL (TYPE II WITH 2% LATEX)

Slurry Seal Type II with 2% Latex: Conforming to Standard Specifications Section 203-3, 203-5, and 302-4. Water shall be compatible with the other ingredients of the slurry. Aggregates shall be rock dust or other mineral aggregates approved by the City and shall conform to the requirements of Section 200.

**The aggregate shall have a minimum Sand Equivalent (SE) of 45 (Test Method No. Calif. 217) and shall not have a moisture content in excess of 4% by weight (strictly enforced).**

The work shall consist of mixing asphalt emulsion, aggregate, additive and water, and spreading the mixture on the pavement as shown on the exhibits conforming to Greenbook Specifications, Section 302-4.3.1.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of the mixing water. The latex shall be added at a rate of Two to Two-and-one-half (2 to 2-1/2) parts to one hundred (100) parts of emulsion by volume.

Prior to application of slurry seal, the existing pavement surface shall be cleaned, accumulation of water removed, and unsatisfactory areas repaired. Failed pavement, base, or subgrade material shall be removed and replaced with new materials.

The Contractor shall inform himself of the City trash pickup days schedule for the project area. There shall be at least a four (4) calendar day period prior to trash pickup day for each street receiving slurry.

APPLICATION (Conforming to Standard Specifications, Section 302-4.3.2.)

- a. Type II slurry with 2% Latex shall be applied at the rate of 1200 -1400 Square Feet per Extra Long Ton but **NOT LESS THAN 13 POUNDS PER SQUARE YARD.** The slurry shall be applied at a uniform rate on all various surfaces to result in a **finished average thickness of 1/8 inch** and shall not vary more than 1/16 inch or as directed by the City Engineer. An Extra Long Ton is made up of 2,000 lbs. of dry aggregate plus emulsified asphalt, accelerator or retardant, and water. Quantities and application shall be approved by the City Engineer.
- b. All concrete surfaces to be joined by the slurry seal, with the exception of parallel curb and gutter, shall be covered with tar paper or any approved material.
- c. The sites for stockpiling and batching materials shall be clean and free from objectionable material. Arrangement for these sites shall be the responsibility of the Contractor.
- d. Hand squeegees and other hand equipment shall be provided to remove spillage and spread slurry in areas inaccessible to the spread box.
- e. The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform controlled spread and be equipped with a mechanical or hydraulic type of horizontal shifting device. The spreader box shall be equipped with a burlap drag or approved equivalent.
- f. The slurry mixture shall be fed into the spreader box such that a uniform and complete coverage of the pavement is obtained. The slurry seal machine shall be operated at such a speed that the amount of slurry in the spreader box shall remain essentially constant. Thickness of the slurry when measured over the average pavement surface shall be approximately the maximum size of the aggregate being used. However, the slurry shall be applied in such a manner that **the minimum thickness will not be less than 1/8-inch for Type II.** If the minimum thickness cannot be met with one application due to pavement surface irregularities, multiple applications shall be made. Where multiple applications are required, each application shall be thoroughly cured before another application is placed.
- g. Slurry should be placed only when the temperature is at least 50 F and rising, when no rain is expected and shall not be placed if either the pavement or the air temperature is above 95 degrees F and rising.
- h. The application of slurry shall not commence until after 8:00 a.m. (temperature allowing) and the slurry shall be sufficiently cured to be opened to traffic by 4:00 p.m. The streets



to be sealed shall be closed from the time the application begins until the City Engineer determines the mixture has achieved sufficient set to be opened to traffic.

- i. The Contractor shall thoroughly sweep or clean the surface, to the satisfaction of the City Engineer, prior to and no earlier than 24 hours after the application of the slurry. The streets shall be swept of all loose aggregates for a period of two (2) weeks, after application of slurry seal. The frequency and location of sweeping will be on as needed basis as determined by the Engineer.
- j. Prior to applying slurry, the surface to be sealed shall be cleaned by the Contractor unless otherwise specified. Immediately ahead of the mixer the pavement shall be pre-wetted by a pressure water distributed system equipped with a fog type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application shall be determined by the City Engineer.
- k. Evidence of solidification of the asphalt, balling or lumping of the aggregates or the presence of uncoated aggregates shall be cause for rejection of the slurry.
- l. Slurry shall be applied in such a manner that no ridges shall remain.
- m. Slurry shall be applied with a maximum overlap of the concrete gutter of two (2) inches. Any slurry material exceeding two (2) inches shall be removed by the Contractor prior to the completion of the project.
- n. The Contractor will be required to work around all existing utility facilities and seal up to said facilities. During sealing operations, the Contractor shall cooperate with the owners of any utility covers and shall cover and completely protect said covers with heavy plastic or other suitable material.
- o. At the direction of the City Engineer, the Contractor shall repair and reseal all areas of the streets which have not been sealed properly or completely at no cost to the Agency.
- p. Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the City Engineer.
- q. Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick set mixing operator, a competent driver and sufficient laborers for any handwork, cleanup and barricading.

#### CURING

Completed slurry seal shall be protected from traffic per Standard Specifications Section 302-4.5.

- a. The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project.

- b. When it is necessary to provide vehicular or pedestrian crossings over the fresh slurry, the City Engineer may direct the Contractor to spread sufficient sand or rock dust, or request that access be provided to the affected area to eliminate tracking or damage to the slurry. Sand, rock dust, or other measures used for this purpose shall be at the Contractor's expense.

#### TEST REPORTS AND CERTIFICATION

At the time of delivery of each shipment of material, the vendor supplying the material will deliver to the purchaser certified copies of the test reports which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of the specified tests. The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for the type and grade indicated. The certified test reports and the testing required in connection with the reports shall be at no cost to the Agency.

In addition to the requirements in Section 302-4.9 of Greenbook, the City may perform the **Wet Track Abrasion Test (WTAT), ASTM D3910 modified per 203-5.2**, on field samples it obtains each day, the results of which will be used for administration of the provisions of 302-4.11.1. The Contractor may perform "referee" sampling on its behalf. Each referee sample shall be taken immediately before, during or after the sampling by the city. No changes in machine calibration will be allowed between sampling. The city will observe the referee sampling to insure compliance with specified procedures. The City shall be given the opportunity to observe the remaining portions of the WTAT to assure the accuracy of the referee test. The Contractor shall notify the Engineer at least 24 hours in advance of actual test performance. The referee WTAT shall be performed by an independent, certified laboratory. The results of each referee test will be compared to the respective test performed by the Agency. At the discretion of the Engineer, the referee test may be used as a basis to modify the result of the respective test performed by the City.

#### PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged slurry as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.). If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Technical Specifications, as directed by the City Engineer, at no cost to the City.

#### CLEANING

- A. During the progress of work, keep premises reasonably free of debris and waste materials.
- B. Upon completion of work, remove all debris, rubbish, left over materials, tools and equipment from site.

## PAYMENT

Measurement for payment for application of "Type II" Slurry Seal with 2% Latex will be based upon the number of Extra Long Tons of such material actually placed, as shown on the drawings and as specified. The Rate of application shall be 1200 SF/LT.

The Contractor shall supply the City with **Licensed Weighmaster's certificates of weight** for all aggregates delivered to the job during the course of each day. Aggregate so certified as being delivered to the project shall be used only in the slurry mixture.

The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by deducting the amount of aggregate remaining on the project from the amount delivered to the project, all as shown on licensed weighmaster's certificates.

Payment for application of "Type II" slurry seal with 2% LATEX will be made at the unit price named in the Bid Schedule, which price shall constitute full compensation for all slurry seal construction, complete, furnishing all material, labor, plant, and equipment, furnishing all transportation, hauling, spreading, rolling, and protection, and shall include the obtaining of all permits.

SP-3-16.01 –RUBBERIZED EMULSION AGGREGATE SLURRY (TYPE II REAS) -Maybe used as Alternate Bid

Rubberized Emulsion Aggregate Slurry (REAS) shall conform to the provisions in Section 203-5 of the Standard Specifications. Pavement surfaces shall be thoroughly cleaned, have herbicide applied, all weeds removed, and have the cracks sealed as defined in the Special Provisions.

Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all RPM's, abrasive grind or sandblast completely all lane lines, street legends, crosswalks, and other painted or thermoplastic surfaces.

Before commencing the sealing operations, all surface utility covers, survey monuments and survey markers which were uncovered shall be covered by thoroughly covering the surface with an appropriate adhesive or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned by the end of the same workday. Ridges or bumps in the finished surface will not be permitted.

Type II – REAS shall be applied with an application rate of 15 pounds of dry aggregate per square yard slurry mixture as directed by the Engineer. Emulsified asphalt shall be slow-set. Slurry shall not be applied at more than 100 ft. per minute.

The slurry course shall not be Placed if either the pavement or the air temperature is below 50 degrees Fahrenheit and falling and shall not be placed if either the pavement or the air temperature is above 95 degrees Fahrenheit and rising.

The slurry shall be applied in such a manner that no ripples, bumps, or ridges exist. If ripples or waves occur in the slurry during the application, the work shall cease, and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be re-slurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the seal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix designs specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

After slurry is placed, Contractor shall be required to use a power blower the following day (and weekly as determined by City Engineer) on the street to remove loose particles from sidewalks, driveways, and private properties. Contractor shall also sweep street a minimum of 2 days per week or as directed by Engineer for a month after slurry is placed.

Adequate means shall be provided to protect the slurry course from damage by traffic until such time that the mixture has cured sufficiently so that the slurry course will not adhere to and be picked up by the tires of the vehicle.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

If work cannot resume on the same day to completion as scheduled, then this work shall be rescheduled in one to two weeks and the residents notified that the work will not be done as scheduled and re-notified of new workday promptly. All "NO PARKING" and "NO DRIVING" signs must be promptly removed.

The days during which the suspension of work is in effect due to unsuitable weather shall not be considered working days and the date of completion shall be extended to allow for work and notification.

In the event of a suspension of work, the Contractor shall remove all barricades, equipment, and "No Parking" and "No Driving" signs (if appropriate) on the completed portion of slurry. No adjustment of unit prices of any items shall be allowed due to a suspension of work as described above. The Contractor shall repair any damage to the seal treatment at no cost to the City.

**PAYMENT** – The contract unit price paid per square foot Type II REAS shall include full compensation for furnishing the mix design, all labor, materials, tools, equipment and incidentals, and for doing all work involved and no additional compensation will be allowed, therefor.

### SP-3-17.00 – ROADWAY EXCAVATION, EARTHWORK, CONCRETE REMOVAL, CLEAR AND GRUBB

Earthwork shall conform to the provisions in Section 17-2, “Clearing and Grubbing”, Section 10-6, “Watering”, Section 18, “Dust Pallative”, Section 19, “Earthwork”, Section 20, “Landscape”, Section 21, “Erosion Control”, and Section 22, “Finishing Roadway”, of the Caltrans 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, median backfill, tree removal, concrete removal and grading 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 milling of asphalt concrete if addressed elsewhere in the bid schedule), and removal of minor concrete items, and trimming of all vegetation in conflict with the improvements.

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

### SP-3-18.00 – 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%. Minimum relative compaction shall be 90% for sidewalk.

It is critical to not damage the existing utilities during construction. To this end, the City has included existing available utility information on the civil plans. It should be emphasized that even though this information is being provided, it is the Contractor’s responsibility to protect the utilities during construction and to ensure that the existing utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

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

The 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.

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

### SP-3-19.00 – COLD MILLING ASPHALT PAVEMENT (GRIND PAVEMENT)

Cold Milling asphalt concrete pavement shall conform to Section 404 of the Greenbook and these

Special Provisions and shall be cold milled at the locations and to the dimensions shown on the plans.

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

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

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

The contract per square foot price paid for cold milling asphalt concrete pavement (grind) for the depth (indicated on the plans) including areas of variable depth shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold milling the asphalt concrete and disposing of milled material. Included in this bid item is constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

#### SP-3-20.00 – ADJUST WATER VALVE, MANHOLE, ETC. PER EMWD STANDARDS

Adjustment of water valve covers, slip can type, shall be done per applicable Standards and these Special Provisions by the Contractor. The valve covers and manholes in new widening areas shall be lowered to subgrade, raised to base grade, and raised to final pavement grade, per the utilities applicable standards. The valve covers and manholes in overlay areas shall be adjusted to final surface grade. Payment for all work involved in the adjustment of valve covers will be compensated per each.

#### SP-3-21.00 – CONCRETE

The Contractor shall furnish all plant, labor, materials, tools, equipment transportation and all incidental work and services required to construct concrete gutter plate, curb and gutter, as shown on the plans or specified, in accordance with these Specifications and Sections 201 and 303-5 of the Standard Specifications for Public Works Construction (Greenbook) except as modified herein.

Subgrade for curb & gutter, cross gutter, concrete spandrel, local depression, shall be in accordance with Section 301-1 of the Greenbook as applicable. The completed subgrade shall be tested for grade and cross-section by means of a template extending the full depth of the section and supported between the side forms. The subgrade and forms shall be thoroughly watered in advance of placing concrete.

Flowline grades for new gutter and gutter plate unless they are shown on the plans will be determined by the Engineer at the time of construction.

Concrete for curb and gutter, cross gutters, curb ramps, and swale shall be class **560-C-3250**.

The Contractor shall refer specifically to the RCTD Standard 209 “Cross Gutter, Layout and Section” for further information.

All forms shall be set to the true lines and grades as shown on the plans and typical cross-sections. The depth of forms for gutter plate and curb and gutter shall be equal to the full depth of the structure. The depth of forms for 4-inch sidewalk may be 3 5/8 inches. Timber forms if used, shall be surfaced on the side next to the concrete and on the upper edge and shall be of the required size and strength to maintain their rigidity when the concrete is placed. Timber forms on all straight work shall not be less than 3 5/8-inch in thickness after being surfaced.

The forms on the front of curb & gutter, and gutter plate shall be removed not less than 2 hours or more than 6 hours after the concrete has been placed. All other forms shall remain in place until the concrete is thoroughly set. Forms shall be cleaned thoroughly each time they are used and coated with light oil as often as necessary to prevent the concrete from adhering to them. Warped or rough forms will be rejected. Contractor shall be responsible for establishing lines and grading (construction staking).

Concrete forms shall be held rigidly in place by the use of pairs of iron stakes. An effort shall be made to space all joints in such a manner so as to create an appearance of uniformity. Expansion joints shall be filled with joint filler strips 1/2-inch thick and shall extend the full width and depth of curb and gutter and sidewalk.

The joint filler strips shall be in one piece, pre-cut to true cross-section and installed true to line and grade and at true angles to the curb and gutter line. Edges of expansion joints shall be rounded with an approved edging tool having a radius not to exceed 1/4-inch and all excess concrete shall be removed from around the joint.

Finishing of concrete items shall conform to Section 303-5.5 of the Greenbook. A mortar finish will not be allowed under any circumstances.

Exposed concrete surfaces shall be cured in accordance with Section 303-5.6 of the Greenbook.

Any new work found to be defective or damaged prior to its acceptance shall be repaired or replaced by the Contractor at no expense to the City in accordance with Section 300-1.3 of the Greenbook.

Payment for concrete items over and including compacted base to 95% and construction staking and surveying shall be made at Square Foot (SF) , or Each (EA) price listed in the Bid Proposal.

**SP-3-22.00 – METZ ROAD ALLEY PAVEMENT (S-094)**

The contractor shall cooperate with the City to pave the Alley with 4 inches of AC over 90% compacted native soil; approximately 25,500 SF.

There is no existing design survey except the plan and profile from Google Earth as shown on the Exhibit 14. The extent of paving shall be to match the back of the existing sidewalk at each end and from fence line to fence line on each side. This may require some limited trimming of bushes, shrubberies, and vines at various locations.

The contractor shall establish lines and grades as approved by the Engineer before proceeding with paving. It is anticipated to install 1 or 2 or 3 drywells (refer to Exhibit 16 for detail) at the sag points as determined in the field by the Engineer after initial grading.

There is an existing 8-inch sewer line reported approximately 7 feet deep and approximately under the centerline of the alley. There is also an existing 6" water main reported approximately 42" deep.

The location(s) of the drywells shall be determined to avoid conflict with the sewer and water mains as such to avoid any conflict with water and sewer mains with alley new surface flow line (invert line) to be horizontally adjusted at the drywell locations.

The Contractor shall coordinate his operations with the trash pickup company and adjacent citizens.

Price for construction surveying shall be considered as included in the bid item for "Mobilization" for the Metz Road Alley.

Price for Trimming shall be considered as included in the bid item for "Clearing and Grubbing" for the Metz Road Alley.



## APPENDIX A

### Community Workforce Agreement

APPENDIX B  
SAMPLE Door Hanger

# APPENDIX C

## Plans

COMMUNITY WORKFORCE AGREEMENT  
BY AND BETWEEN  
THE CITY OF PERRIS  
AND  
SAN BERNARDINO/RIVERSIDE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF PERRIS  
COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement ("Agreement") is entered into effective as of Aug. 1, 2019, by and between the City of Perris, a municipal corporation ("City"), the San Bernardino/Riverside Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the City, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

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

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

ARTICLE 1  
DEFINITIONS

Section 1.1 "Agreement" or "CWA" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" or "Construction Contracts" means any contract entered into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Perris.

Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as "Attachment A."

Section 1.8 "CWA Administrator" means the City's authorized representative who will be the liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; charged with monitoring compliance with the CWA, developing and implementing programs set forth in the CWA including but not limited to grievance procedures.

Section 1.9 "Project", "Project Work" or "City Project" means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of public works, pursuant to a Construction Contract entered into by the City, that are estimated by the City to exceed One Million Dollars (\$1,000,000), as determined by the City. Projects that are estimated by the City not to exceed \$1,000,000 shall not be a Project, Project Work or City Project, and shall not be subject to this Agreement.

Section 1.10 "Specialty Contracts" means a contract for Project Work with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work (i.e. installing a toilet.)

Section 1.11 "Master Labor Agreements" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.12 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly

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

ARTICLE 2  
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply to all of the City's Project Work, as defined in Section 1.9, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:

2.2.1 All construction and major rehabilitation work pursuant to "prime multi-trade construction contracts" that exceed one million dollars (\$1,000,000) and all subcontracts flowing from these prime multi-trade contracts; and

2.2.2 All prime "Specialty Contracts," as defined in Section 1.10 that exceed one million dollars (\$1,000,000) and all subcontracts flowing from these specialty contracts; and

2.2.3 The City may, at any time and at its sole discretion, determine to build additional buildings, facilities, and other projects under this Agreement which are not otherwise covered as Project Work.

2.2.4 This Agreement is not intended to, and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the City's right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction shall be performed under the terms of this Agreement.

Section 2.3 Bundling of Contracts

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

2.3.2 Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.



Section 2.4 Applicability This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned or controlled and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.5.5 Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturers or vendor's warranties or guaranty;

2.5.8 Non-construction support services contracted by the City, City consultants, the CWA Administrator, or Contractor in connection with a Project;

2.5.9 Laboratory work for testing.

2.5.10 Coverage Exception This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make reasonable efforts to establish the enforcement of this Agreement with any governmental agency or granting authority.

## Section 2.6 Awarding of Contracts for Project Work

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.6.2 It is agreed that all Contractors of whatever tier, who have been awarded Project Work contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of any Project Work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

2.6.3 Under all circumstances, the City shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all projects.

## Section 2.7 Master Labor Agreements

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

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

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

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on Project Work.

Section 2.8 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.9 Other City Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

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

ARTICLE 3  
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for

such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

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

**Section 3.5 Employment of City Residents**

3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, as well as Veterans, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas, as well as Veterans, for Project Work. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those U. S. Postal Service zip codes which overlap all of the City of Perris, as set forth in "Attachment B" attached hereto, as well as Veterans, regardless of where they reside. If the Unions cannot provide the Contractors in the attainment of a sufficient number of Veterans and Local Residents from within the first tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral Local Residents residing within Riverside County.

3.5.2 A goal of 30% of the total work hours shall be performed from workers residing within the areas described in Section 3.5.1, as well as Veterans, regardless of where they reside.

3.5.3 The Unions agree to support the operation of pre-apprentice referral programs in the City. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for City residents.



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

Section 3.7 Helmets to Hardhats

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

3.7.2 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on this Project Work and of apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees

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

3.8.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately

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

3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Trades Council.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable Master Labor Agreement for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the

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

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

#### ARTICLE 4 UNION ACCESS AND STEWARDS

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

#### Section 4.2 Stewards

4.2.1 Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by



the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

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

## ARTICLE 5 WAGES AND BENEFITS

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

### Section 5.2 **Benefits**

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee–authorized deductions in the amounts designated in the appropriate Master Labor Agreement; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the CWA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6  
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2 Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic

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

6.4.3 Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked. It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the City's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

6.6.2 An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3 When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Master Labor Agreement, and if he is so required, he shall be compensated in the manner established in the applicable Master Labor Agreement.

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

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

ARTICLE 7  
WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce The City, the CWA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

7.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the

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

7.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

7.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5 No Lockouts Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

#### Section 7.6 Best Efforts to End Violations

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

7.6.2 If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the CWA Administrator, setting forth the facts which the Union contends



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

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

7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) Fails to timely pay its weekly payroll; or

(b) Fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

7.7.2 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

**Section 7.8 Expedited Enforcement Procedure** Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify Fred Horowitz, or Louis Zigman, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrators under this procedure. If the permanent arbitrators are unavailable at any time, any one of the permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5 Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

**ARTICLE 8**  
**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

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

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

Section 8.2 The Plan

8.2.1 All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

8.2.2 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9  
MANAGEMENT RIGHTS

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



the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work in the manner required by, and in compliance with, the contract document, including but not limited to, plans, specifications, and scope of work under contract;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements, and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator, and the affected Contractor(s)

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

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through the CWA Administrator, in the matter set forth in Articles 7 and 10.

**Section 9.3 Use of Materials** There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 9.4 Special Equipment, Warranties and Guaranties**

9.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. The Unions agree to install such equipment without incident to insure compliance with the specifications for the equipment being installed and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract.

9.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

9.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

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

ARTICLE 10  
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

10.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The CWA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of the Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the

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

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

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the CWA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the CWA Administrator (with copy(ies) to the other Party(ies) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in "Attachment (D)" attached hereto, on a rotational basis in the order listed. The CWA Administrator shall notify the parties to the grievance of the date, time and location of the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

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

## ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the CWA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the state laws and regulations. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law Should there be a finding by the City or a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project work any subcontractor who is in violation of state or federal law.

## ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

### Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee's failure



to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Parties shall adopt the Substance Abuse Policy attached hereto as Attachment "E," which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

#### ARTICLE 13 TRAVEL AND SUBSISTENCE

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

#### ARTICLE 14 APPRENTICES

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

#### Section 14.2 Use of Apprentices

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

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

14.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the CWA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

14.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

## ARTICLE 15 WORKING CONDITIONS

Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules The City, the CWA Administrator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can

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

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

#### ARTICLE 16 PRE-JOB CONFERENCES

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

#### ARTICLE 17 LABOR/MANAGEMENT COOPERATION

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

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



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

## ARTICLE 18 SAVINGS AND SEPARABILITY

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

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

## ARTICLE 19 WAIVER

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

**ARTICLE 20**  
**AMENDMENTS**

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

**ARTICLE 21**  
**DURATION OF THE AGREEMENT**

**Section 21.1 Duration**

21.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of five (5) years. Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the expiration date of this Agreement.

21.1.2 This Agreement may be extended by written mutual consent of the City, as directed by the City Council and the signatory Unions for such further periods as the Parties shall agree to.

**Section 21.2 Turnover and Final Acceptance of Completed Work**

21.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

21.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Section 21.2.1 above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the CWA Administrator.


[Signatures on Next Page]

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF PERRIS

By:   
Richard Belmudez, City Manager


SAN  
BERNARDINO/RIVERSIDE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL, AFL-CIO

By:   
William J. Perez  
Executive Secretary/Business Manager

ATTEST:

By:   
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

  
Eric L. Dunn, City Attorney

SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO

Signatory Unions:

Page 1 of 2

Boilermakers Local 92: \_\_\_\_\_

Bricklayers Local 4: \_\_\_\_\_

Cement Masons Local 500: \_\_\_\_\_

Drywall Finishers Local 1136/D.C. 36: \_\_\_\_\_

Electrical Workers Local 440: \_\_\_\_\_

Elevator Constructors Local 18: \_\_\_\_\_

Glaziers Local 636/D.C. 36: \_\_\_\_\_

Heat & Frost Insulators Local 5: \_\_\_\_\_

Iron Workers Local 416: \_\_\_\_\_

Iron Workers Local 433: \_\_\_\_\_

Laborers Local 300: \_\_\_\_\_

Laborers Local 1184: \_\_\_\_\_

Operating Engineers Local 12: \_\_\_\_\_

Painters & Allied Trades Local 1036: \_\_\_\_\_

Plasterers Local 200: \_\_\_\_\_

Plater Tenders 1414: \_\_\_\_\_

U.A. Local 345: \_\_\_\_\_

U.A. Local 364: \_\_\_\_\_

Resilient Floor Local 1247/D.C. 36: \_\_\_\_\_

*Luigi A. Pinto*  
*Frank Chaud*

*Roger Reyes*

*Vald Acosta*

*[Signature]*

*John Jany*

*[Signature]*

*Carlos Pan*

05-29-19

*Allen V. Powers*

SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO

Signatory Unions –

Page 2 of 2

Roofers Local 220: \_\_\_\_\_

Sheet Metal Local 105: *[Signature]* 6-4-19

Road Sprinkler Fitters Local 669: *[Signature]*

Teamsters Local 166: *[Signature]* 5-30-19

Southwest Regional Council of Carpenters:

*[Signature]* 6-5-19

**SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO**

**Signatory Unions:**

Page 1 of 2

Boilermakers Local 92: \_\_\_\_\_

Bricklayers Local 4: \_\_\_\_\_

Cement Masons Local 500: \_\_\_\_\_

Drywall Finishers Local 1136/D.C. 36: \_\_\_\_\_

Electrical Workers Local 440: \_\_\_\_\_

Elevator Constructors Local 18: \_\_\_\_\_

Glaziers Local 636/D.C. 36: \_\_\_\_\_

Heat & Frost Insulators Local 5: *Will Aase*

Iron Workers Local 416: \_\_\_\_\_

Iron Workers Local 433: \_\_\_\_\_

Laborers Local 300: \_\_\_\_\_

Laborers Local 1184: \_\_\_\_\_

Operating Engineers Local 12: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Painters & Allied Trades Local 1036: \_\_\_\_\_

Plasterers Local 200: \_\_\_\_\_

Plater Tenders 1414: *Don Peris*

U.A. Local 345: \_\_\_\_\_

U.A. Local 364: \_\_\_\_\_

Resilient Floor Local 1247/D.C. 36: \_\_\_\_\_

**SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO**

**Signatory Unions:**

Page 1 of 2

Boilermakers Local 92: \_\_\_\_\_

Bricklayers Local 4: \_\_\_\_\_

Cement Masons Local 500: \_\_\_\_\_

Drywall Finishers Local 1136/D.C. 36: Mark Barelett

Electrical Workers Local 440: \_\_\_\_\_

Elevator Constructors Local 18: \_\_\_\_\_

Glaziers Local 636/D.C. 36: Mark Barelett

Heat & Frost Insulators Local 5: \_\_\_\_\_

Iron Workers Local 416: \_\_\_\_\_

Iron Workers Local 433: \_\_\_\_\_

Laborers Local 300: \_\_\_\_\_

Laborers Local 1184: \_\_\_\_\_

Operating Engineers Local 12: \_\_\_\_\_

Painters & Allied Trades Local 1036: Mark Barelett

Plasterers Local 200: \_\_\_\_\_

Plater Tenders 1414: \_\_\_\_\_

U.A. Local 345: \_\_\_\_\_

U.A. Local 364: \_\_\_\_\_

Resilient Floor Local 1247/D.C. 36: Mark Barelett

**SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO**

**Signatory Unions:**

Page 1 of 2

Boilermakers Local 92: \_\_\_\_\_

Bricklayers Local 4: \_\_\_\_\_

Cement Masons Local 500: \_\_\_\_\_

Drywall Finishers Local 1136/D.C. 36: \_\_\_\_\_

Electrical Workers Local 440: \_\_\_\_\_

Elevator Constructors Local 18: \_\_\_\_\_

Glaziers Local 636/D.C. 36: \_\_\_\_\_

Heat & Frost Insulators Local 5: \_\_\_\_\_

Iron Workers Local 416: \_\_\_\_\_

Iron Workers Local 433: \_\_\_\_\_

Laborers Local 300: \_\_\_\_\_

Laborers Local 1184: \_\_\_\_\_

Operating Engineers Local 12: \_\_\_\_\_

\_\_\_\_\_

Painters & Allied Trades Local 1036: \_\_\_\_\_

Plasterers Local 200: \_\_\_\_\_

Plater Tenders 1414: \_\_\_\_\_

U.A. Local 345: \_\_\_\_\_ 

U.A. Local 364: \_\_\_\_\_

Resilient Floor Local 1247/D.C. 36: \_\_\_\_\_



SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO

Signatory Unions –

Page 2 of 2

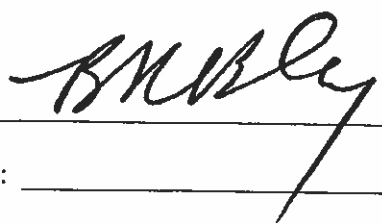
Roofers Local 220: \_\_\_\_\_

Sheet Metal Local 105: \_\_\_\_\_

Road Sprinkler Fitters Local 669: \_\_\_\_\_

Teamsters Local 166: \_\_\_\_\_

Southwest Regional Council of Carpenters:  
\_\_\_\_\_



**SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS, AFL-CIO**

**Signatory Unions:**

Page 1 of 2

Boilermakers Local 92: \_\_\_\_\_

Bricklayers Local 4: \_\_\_\_\_

Cement Masons Local 500: \_\_\_\_\_

Drywall Finishers Local 1136/D.C. 36: \_\_\_\_\_

Electrical Workers Local 440: \_\_\_\_\_

Elevator Constructors Local 18: \_\_\_\_\_

Glaziers Local 636/D.C. 36: \_\_\_\_\_

Heat & Frost Insulators Local 5: \_\_\_\_\_

Iron Workers Local 416: \_\_\_\_\_

Iron Workers Local 433: \_\_\_\_\_

Laborers Local 300: \_\_\_\_\_

Laborers Local 1184: \_\_\_\_\_

Operating Engineers Local 12: *Ronald Cipruski*  
*David Brown*  
*Shawn Kinsey*

Painters & Allied Trades Local 1036: \_\_\_\_\_

Plasterers Local 200: \_\_\_\_\_

Plater Tenders 1414: \_\_\_\_\_

U.A. Local 345: \_\_\_\_\_

U.A. Local 364: \_\_\_\_\_

Resilient Floor Local 1247/D.C. 36: \_\_\_\_\_

ATTACHMENT A

LETTER OF ASSENT

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

[Contractor's Letterhead]

CWA Administrator

City of Perris

101 North D Street

Perris, CA 92570

Attn: \_\_\_\_\_

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Perris Community Workforce Agreement effective \_\_\_\_\_, 2019, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [ \_\_\_\_\_ ] Name and Title of Authorized Executive

Contractor State License No.: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council  
Consistent with Section 2.6 (b).]

**ATTACHMENT B**

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

**ADD ZIP CODES**

**92570**  
**92571**  
**92572**  
**92587**  
**92586**  
**92585**  
**92567**  
**92551**  
**92599**

ATTACHMENT B – Continued

**SECOND TIER ZIP CODES  
REMAINDER OF RIVERSIDE COUNTY**

<b>Zip Code</b>	<b>City</b>
91752	Mira Loma
92201	Indio
92202	Indio
92203	Indio
92210	Indian Wells
92211	Palm Desert
92220	Banning
92223	Beaumont
92225	Blythe
92226	Blythe
92230	Cabazon
92234	Cathedral City
92235	Cathedral City
92236	Coachella
92239	Desert Center
92240	Desert Hot Springs
92241	Desert Hot Springs
92247	La Quinta
92448	La Quinta
92253	La Quinta
92254	Mecca
92255	Palm Desert
92258	North Palm Springs
92260	Palm Desert
92261	Palm Desert
92262	Palm Springs
92263	Palm Springs
92270	Rancho Mirage
92274	Thermal
92276	Thousand Palms
92282	Whitewater
92320	Calimesa
92501	Riverside
92502	Riverside
92503	Riverside
92504	Riverside
92505	Riverside
92506	Riverside
92507	Riverside
92508	Riverside

92509	Jurupa Valley
92513	Riverside
92514	Riverside
92516	Riverside
92517	Riverside
92518	March Air Reserve Base
92519	Riverside
92521	Riverside
92522	Riverside
92530	Lake Elsinore
92531	Lake Elsinore
92532	Lake Elsinor
92536	Aguanga
92539	Anza
92543	Hemet
92544	Hemet
92545	Hemet
92546	Hemet
92548	Homeland
92549	Idyllwild
92552	Moreno Valley
92553	Moreno Valley
92554	Moreno Valley
92555	Moreno Valley
92556	Moreno Valley
92557	Moreno Valley
92561	Mountain Center
92562	Murrieta
92563	Murrieta
92564	Murrieta
92567	Nuevo
92581	San Jacinto
92582	San Jacinto
92583	San Jacinto
92584	Menifee
92585	Menifee
92586	Menifee
92587	Menifee
92589	Temecula
92590	Temecula
92591	Temecula
92592	Temecula
92593	Temecula
92595	Wildomar
92596	Winchester
92860	Norco

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

**ATTACHMENT C**

**CITY OF PERRIS  
CRAFT REQUEST FORM**

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

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

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

**CONTRACTOR USE ONLY**

To: Union Local # \_\_\_\_\_ Fax# ( ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Cc: CWA Administrator  
 From: Company: \_\_\_\_\_ Issued By: \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Veteran or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED = _____</b>					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_  
 Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_  
 Comment or Special Instructions: \_\_\_\_\_



**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:
Date worker was dispatched:
Is the worker referred a: <span style="float: right;">(check all that apply)</span>

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

**ATTACHMENT D**

**LIST OF NEUTRAL ARBITRATORS**

Mark Burstein  
Walter Daugherty  
Fred Horowitz  
Michael Prihar  
Louis Zigman

## ATTACHMENT "E"

### SUBSTANCE ABUSE POLICY

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

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be

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

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job.

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

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found

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

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

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

\* SAMHSA specified threshold

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

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

**SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE**

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

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