

CONSTRUCTION AND MAINTENANCE AGREEMENT

for

CEDAR AVE

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND THE

CITY OF RIALTO

COVERING THE

HIGHWAY-RAIL AT GRADE CROSSING

AT

SCRRRA MILE POST 51.44 - SAN GABRIEL SUBDIVISION

US DOT NO.: 026140C

CPUC NO.: 101SG-51.44

IN

RIALTO,

SAN BERNARDINO COUNTY,

CALIFORNIA

SCRRA Folder No.: S0000106

SCRRA Project No.: 860851

Construction and Maintenance Agreement

for

CEDAR AVE

CPUC No. 101SG-51.44

DOT No.: 026140C

SCRRA MILE POST 51.44 - SAN GABRIEL SUBDIVISION

RIALTO,

SAN BERNARDINO COUNTY,

CALIFORNIA

THIS Construction and Maintenance Agreement ("AGREEMENT") is made and entered into as of the _____ day of _____, 2018, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd, Suite 1500, Los Angeles, CA 90017 and the **CITY OF RIALTO**, a general law city and municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), to be addressed at 335 W. Rialto Avenue, Rialto, CA 92376. SCRRA and the CITY may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (“METRO”), Ventura County Transportation Commission (“VCTC”), Orange County Transportation Authority (“OCTA”), San Bernardino County Transportation Authority (“SBCTA”), and Riverside County Transportation Commission (“RCTC”).

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the San Gabriel Subdivision in the area traversed by Cedar Ave. SCRRA and the “Operating Railroads” [as used herein “Operating Railroads” means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through this at-grade highway railroad crossing location on right-of-way owned by San Bernardino County Transportation Authority, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the “Intercity Agreement”.

Presently, the CITY occupies the railroad right-of-way with an at-grade highway railroad crossing that carries vehicular and pedestrian traffic traversing on Cedar Ave, CPUC No. 101SG-51.44, US DOT No. 026140C, across the tracks of SCRRA at SCRRA Mile Post 51.44 on its San Gabriel Subdivision in the City of Rialto, County of San Bernardino.

The CITY desires to construct pedestrian grade crossing safety enhancements on the east side of the Cedar Ave crossing. The proposed safety enhancements will include the following as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter (File Number XREQ 2018010002), dated January 22, 2018:

- Eight-Foot (8') wide sidewalks with detectable warning strips on both approaches
- Additional concrete crossing panels (ADA compliant) to accommodate the new sidewalk
- One (1) CPUC Standard 9 pedestrian warning device (gate) including emergency swing gates at each sidewalk approach
- Hand railings for pedestrian channelization at each sidewalk approach
- Pedestrian barricades on the west side of Cedar Ave for both approaches
- Right-of-way fencing and maintenance access gates to the railroad right-of-way
- Removal of the existing backlights from the median-mounted CPUC Standard 9 warning devices
- Application of California Manual on Uniform Traffic Control Devices compliant signage and pavement markings

In addition to the safety enhancements proposed above, the following improvements will be made to support the safety enhancements and provide a safe and reliable crossing:

- Two (2) sets of existing concrete crossing panels will be replaced on the east end of the existing crossing with ADA compliant concrete crossing panels
- Six (6) existing field-side concrete track panels will be replaced due to damage from large truck volumes along Cedar Ave that traverse this crossing daily
- Modification and testing of SCRRA's signaling equipment, including but not limited to, communications, positive train control (PTC), electrical lines and appurtenances

The proposed safety enhancements and improvements for the Cedar Ave at-grade highway-railroad crossing and appurtenances collectively define the "PROJECT", which is further described as set forth in **Exhibit B-1**. The general location of the at-grade highway railroad crossing safety improvements proposed by the CITY are shown on the location print marked as **Exhibit B-2**. The detailed plans of the highway-railroad at-grade crossing and PROJECT are included in this AGREEMENT and collectively marked as **Exhibit B-3**.

The right-of-way presently utilized by the CITY is not sufficient to allow for construction of the PROJECT at the Cedar Ave at-grade highway-railroad crossing. Therefore, the CITY will need to seek an additional easement from the San Bernardino County Transportation Authority to facilitate the construction of the PROJECT.

SCRRA and the CITY are entering into this AGREEMENT to cover the PROJECT described above, and as contained in the Exhibits attached to and made a part of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A	Standard Terms and Conditions
Exhibit B-1	Detailed Description of PROJECT
Exhibit B-2	Railroad Location Print
Exhibit B-3	PROJECT Plans
Exhibit B-4	PROJECT Specifications
Exhibit B-5	List of Contractor Submittals Requiring SCRRA Review
Exhibit D-1	CITY Scope of Work “CITY WORK”
Exhibit D-2	SCRRA Scope of Work and Estimate “RAILROAD WORK”
Exhibit E-1	SCRRA Form 6 -Temporary Right-of-Entry Agreement & SCRRA Insurance Requirements
Exhibit E-2	SCRRA Form 37 – Rules and Requirements for Construction on Railway Property
Exhibit E-3	General Safety Regulation for Third Party Construction and Utility Workers on SCRRA Property
Exhibit E-4	SCRRA Grade Crossing Guidelines
Exhibit F-1	Funding Schedule

ARTICLE 2 - RESERVED

ARTICLE 3 - PLANS AND SPECIFICATIONS

3.1 Under the Design Services Agreement for Cedar Avenue Crossing Safety Improvement Project between SCRRA and the CITY executed on September 26, 2017, SCRRA has prepared, or caused to be prepared, the detailed Plans, Specifications, and Estimates (the “PS&E”) for the changes, additions, or alterations to existing SCRRA Positive Train Control (PTC) system, signals, and communication facilities required in connection with the PROJECT, which is more fully described in **Exhibit D-2** (the “RAILROAD WORK”).

3.2 The CITY shall comply with all SCRRA terms and conditions that are described in **Exhibits E-1**, through and including **Exhibit E-4**, and other special guidelines that SCRRA may provide to the CITY for this PROJECT for any work performed on the PROJECT.

3.3 CITY has prepared the PS&E for the design of the sidewalk, pedestrian channelization, and appurtenances in connection with the PROJECT, which is more fully described in **Exhibit D-1** (the “CITY WORK”).

3.4 Upon completion of construction of the PROJECT, the CITY, at its sole cost and expense, shall furnish a compact disc (CD) or a Digital Versatile Disc (DVD) containing all of the construction and contract documents in portable document format (PDF), including but not limited to; plans depicting the as-constructed condition of the PROJECT and appurtenances, and drawings for SCRRA owned or maintained facilities electronically in an editable Microstation or AutoCAD file format.

ARTICLE 4 - SCRRA REQUIREMENTS

4.1 The CITY, at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on the railroad right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES”, as incorporated in this document as if they were set full in this article, and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRA’s website www.metrolinktrains.com, as the following:

- *SCRRA Form 6 -Temporary Right-of-Entry Agreement & SCRRA Insurance Requirements (Exhibit E-1)*
- *SCRRA Form 37 – Rules and Requirements for Construction on Railway Property (Exhibit E-2)*
- *General Safety Regulation for Third Party Construction and Utility Workers on SCRRA Property (Exhibit E-3)*
- *Applicable SCRRA Engineering Standard Drawings*
- *Applicable SCRRA Specifications*

4.2 The CITY and all employee(s), consultant(s), and contractor(s) employed by the CITY shall ensure compliance with the terms and conditions of the AGREEMENT for work specified in this Article. All CITY employee(s), consultant(s) and contractor(s) working on the PROJECT must (i) attend the SCRRA Safety Training for Roadway Worker Protection (“RWP”), as a

mandatory prerequisite to enter the railroad right-of-way and (ii) comply with the SCRRRA Safety Rules while on railroad property.

4.3 SCRRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training, and compliance with SCRRRA requirements, in accordance with SCRRRA's Efficiency Testing Program, in compliance with 49 CFR 214 – Railroad Workplace Safety Regulations and SCRRRA Third Party Work Rules. The employee(s), consultant(s), and contractor(s) shall cooperate with SCRRRA, Federal, and State representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRRA third-party safety requirements, may result in the removal of an offending individual(s) from the railroad Right-of-Way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

ARTICLE 5 - MAINTENANCE BY CITY

5.1 CITY shall share equally with SCRRRA the maintenance cost of the railroad crossing warning signals and signal controls in accordance with California Public Utilities Code (CPU Code) §1202.2, except that CITY's liability thereof shall be limited to such funds as may be set aside for allocation through the California Public Utilities Commission (CPUC), pursuant to CPU Code §1231.1. SCRRRA shall submit annual invoices to the CPUC for CITY's share of the maintenance costs of the railroad crossing warning signals and signal controls. This results in no direct cost to CITY for the maintenance of the automatic warning devices.

5.2 CITY shall maintain, repair and renew the at-grade highway railroad crossing area within its respective CITY boundaries starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks. CITY shall maintain and repair, at CITY expense, any street improvements, including asphalt pavement, street lighting, sidewalks, curb and gutters, raised medians, pavement striping and markings (traffic and pedestrian), raised pavement markers, and signage within the CROSSING AREA. This work shall be done pursuant to CPUC General Order 72-B.

5.3 CITY shall notify SCRRA five (5) working days in advance of any maintenance of a roadway, sidewalk or median islands, if that maintenance activity is to occur within the railroad right-of-way. SCRRA will provide flagging at its expense for routine maintenance by the CITY for maintenance activities specific to the roadway within the railroad right-of-way, such as striping or patching, that can be completed within one (1) flagging shift period, if the CITY coordinates the work with SCRRA for the arrangement of flagging services. Any additional SCRRA flagging shifts or inspection deemed by SCRRA to be required to protect SCRRA tracks or the traffic moving thereon shall be paid for by CITY.

5.4 CITY shall control or remove, at CITY expense, weeds or vegetation located within the CITY crossing easement or within public street right of way on or about the crossing so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If CITY will not lawfully perform the control or removal work, CITY shall reimburse SCRRA for the cost of performing such control or removal.

5.5 If in the future, CITY elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA costs of reasonably necessary modifications caused by CITY's modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks, shall be borne by the CITY.

5.6 If in the future, CITY elects or is required by competent authority to raise or lower the grade of all or any portion of the street or highway located on the CROSSING AREA that requires the track(s) to be modified, the cost of the design and construction and all associated cost to modify the tracks shall be borne by the CITY if the modification is elected by the CITY or by the competent authority if the competent authority is requiring the modifications to the roadway.

5.7 CITY shall incorporate the requirements of **Exhibit E-1**, through and including, **Exhibit E-4** into each prime contract for maintenance through and adjacent to the CROSSING AREA. CITY shall exercise its authority as a party to any contract for construction and maintenance into

which it enters to ensure its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-4**, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

ARTICLE 6 - MAINTENANCE BY SCRRA

6.1 SCRRA shall maintain, repair and renew the at-grade highway railroad crossing between lines two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less at the center line of highway, normal to the tracks. This work shall be done pursuant to CPUC General Order 72-B.

6.2 SCRRA shall maintain, repair, and renew the railroad warning devices including vehicular and pedestrian warning devices, vehicle intrusion detection devices, emergency exit swing gates, detectible warning tactile strips, striping between the warning devices and channelization devices for pedestrians (fencing and hand railing).

ARTICLE 7 - SCOPE OF WORK BY CITY

7.1 The work to be performed by the CITY is described in **Exhibit D-1 – CITY Scope of Work**, (hereinafter referred to as “CITY WORK”), and is marked as **Exhibit D-1**.

7.2 CITY shall also make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than SCRRA which may be necessary for the construction of the PROJECT.

7.3 The CITY shall be responsible for the removal of any and all contaminated or hazardous material within the limits of the PROJECT and the CROSSING AREA within each respective right-of way in accordance with applicable law or regulation.

ARTICLE 8 - SCOPE OF WORK AND ESTIMATE BY SCRRA

8.1 The RAILROAD WORK to be performed by SCRRA, at the CITY's sole cost and expense, is described in **Exhibit D-2** – SCRRA Scope of Work and Estimate, dated June 6th, 2018 in the amount of \$576,922.

8.2 Upon receipt, from the CITY, of a written notice to proceed with the RAILROAD WORK, SCRRA will place orders for any needed materials or equipment, and issue contracts or task orders for any construction, adjustments, and/or modifications of SCRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts, will be issued in accordance with SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.

8.3 Completion of any designs necessary for the RAILROAD WORK portion of the PROJECT, and the acceptance of the estimates in **Exhibit D-2**, and the deposit of any funds due SCRRA are conditions precedent to issuing the Notice to Proceed with the RAILROAD WORK.

ARTICLE 9 - CONSTRUCTION BY CITY

9.1 CITY shall furnish, or cause to be furnished, all labor, materials, tools, equipment, and superintendence for the performance of the work for which the CITY is responsible. The CITY shall also provide a full-time resident engineer with experience in at-grade highway-railroad crossing projects on the site of the work during construction. The resident engineer must be an engineer licensed in the State of California, and must have the authority to provide direction to the contractor or contractors employed by the CITY, and to commit the CITY within a reasonable scope of authority.

9.2 CITY must supervise and inspect the operations of all contractor(s) employed by the CITY to assure compliance with the Plans and Specifications approved by SCRRA, the terms of this AGREEMENT, and all safety requirements of SCRRA. If SCRRA determines that proper supervision and inspection is not being performed by CITY personnel at any time during construction of the PROJECT, SCRRA has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the PROJECT will not proceed until CITY corrects the objectionable condition or activity to the reasonable satisfaction of SCRRA. If SCRRA believes that the condition or activity is not being corrected in an expeditious manner, SCRRA will

immediately notify CITY, and the CITY agrees to institute appropriate corrective action.

9.3 The CITY shall incorporate the requirements of **Exhibit E-1**, through and including **Exhibit E-4** into each prime contract for construction of the PROJECT. The CITY shall exercise its authority as a party to any contract for construction into which it enters: to ensure that its contractor(s) conforms with the requirements listed in **Exhibit E-1**, through and including **Exhibit E-4**, and to ensure that the operations, right-of-way, property, or other facilities of SCRRA, or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by the CITY, or its Contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

9.4 The CITY shall assume all liability for the costs for any delay to rail operations that result from the construction operations, failure to return track at the end of a work window, failure of excavation support, falsework, or other temporary work, and damage or disruption of utilities in performance of CITY WORK by the CITY or its Contractor(s).

9.5 The CITY shall have its contractor(s) coordinate with SCRRA on the placement of any signage in, around, and adjacent to the CROSSING AREA to ensure that the placement of the signs will not block the visibility of the warning flashers for vehicular and pedestrian traffic. If signage is placed without coordinating with SCRRA and blocks the visibility of the warning flasher, the CITY, at its expense, shall relocate the signage so that it does not block the visibility of the warning flashers.

9.6 The CITY shall furnish copies of the contractor(s) furnished submittals listed in **Exhibit B-5** to SCRRA for review and approval prior to proceeding with the work covered by the Submittal. Upon approval of the CITY, the contractor or contractors may make the submittals directly to SCRRA's Project Manager. SCRRA shall be allowed thirty (30) working days to complete its review of any submittals.

9.7 The CITY must notify SCRRA's Project Manager, via email, of the date on which CITY and its contractor(s) will meet with SCRRA for the purpose of making final inspection of the PROJECT. In addition, the CITY must advise SCRRA within ten (10) business days of the date that the CITY makes final acceptance of the PROJECT.

ARTICLE 10 - COORDINATION OF WORK WINDOWS AND IMPACTS UPON POSITIVE TRAIN CONTROL (PTC)

10.1 The CITY shall ensure that its contractor(s):

- a. Coordinate with SCRRA on scheduling construction activities which require modifications to any PTC critical features and provide SCRRA staff a minimum of 60 calendar days to develop and test the new subdivision file and incorporate changes into overall PTC network planning. The PTC planning, subdivision file creation and testing, critical feature site validation and final implementation into service of the subdivision file is a minimum six to eight week process.
- b. Critical features specific to the PROJECT include:
 - i. Construction changes:
 1. Changes in crossing panel limits to accommodate pedestrian gates and sidewalk
- c. Coordinate with and facilitate access to SCRRA PTC staff onto tracks within project construction zone to enable on-site validation of subdivision file against critical features. Contractor shall not have equipment near the tracks during subdivision file testing that may affect the operation of the signal system or prevent unobstructed operation of a track mounted hi-rail throughout the project site to record locations of critical features and take associated measurements. SCRRA will provide 48 hours' notice to contractor of intent to visit site to perform tests wherever possible but in emergency will require access without notice at any time.

10.2 SCRRA shall:

- a. Create a Change Request in the SCRRA Configuration Management database and arrange through SCRRA Change Control Configuration Management an initial Technical Review Team meeting to review and discuss details of the proposed changes to the crossing warning system.
- b. Coordinate and undertake all PTC activities needed due to a change in PTC critical

features, which include:

- i. Development of new or revised subdivision file
 - ii. Testing of file in PTC Lab and within Train Management Dispatching System (TMDS) system
 - iii. Signal system paper check
 - iv. Field and Signal Pre-test
- c. Coordinate Field testing with CITY and contractor, providing 48 hours' notice wherever possible as per Article 10.1.c.
 - d. Schedule a test train to perform grade crossing warning timing tests once the track construction has been completed.
 - e. Make all necessary modifications to the graphics within the TMDS system.
 - f. Undertake final PTC critical feature and subdivision file validation at the appropriate time and place into service the revised or new PTC subdivision file and modified TMDS graphics upon final verification of accuracy.
 - g. Issue in advance of implementation, bulletins to all affected railroads to detail physical and operational changes to the current timetable.
 - h. Revise track charts, composite maps, simulator graphics and KML files to reflect all physical changes made to the system.

10.3 All SCRRRA work for coordination of impacts upon the PTC system shall be at CITY's sole cost and expense and paid in accordance with section 13.3 below.

ARTICLE 11 - FUTURE QUIET ZONE

11.1 The CITY does not currently plan to implement a quiet zone at the CROSSING AREA. If in the future, CITY should desire a quiet zone at the CROSSING AREA, CITY must submit a written request to SCRRRA for the installation of quiet zone at-grade highway railroad crossing

improvements. The estimated costs for any future work to be performed by SCRRA will be quantified and included in an amendment to this AGREEMENT or another agreement to cover any contemplated quiet zone safety enhancements as well as any additional cost to SCRRA that will be reimbursed by CITY.

11.2 The CITY further acknowledges that if it elects to establish a quiet zone within its jurisdictional boundaries pursuant to the Federal Railroad Administration (“FRA”), CITY shall follow SCRRA’s Quiet Zone Implementation Guidelines as in effect at that time, which will be incorporated herein as though fully set forth in this AGREEMENT through a written amendment executed by the CEO or other similar officer of each of the PARTIES with delegated authority to execute such amendments to the AGREEMENT.

ARTICLE 12 - DISTRIBUTION OF COSTS

12.1 The sources of funding for the PROJECT include Caltrans Safe Routes to School (SRTS) Grant funds, Caltrans Transportation Development Act (TDA) Article 3 Grant funds, and Measure I Local Match funds. This PROJECT shall meet the requirements of the funding schedule attached to this AGREEMENT as **Exhibit F-1**.

ARTICLE 13 - PAYMENT FOR SCRRA WORK

13.1 Upon the execution of this AGREEMENT, the CITY shall deposit 100% of the amount of the estimate contained in **Exhibit D-2** – SCRRA Scope of Work and Estimate with SCRRA. During the construction of the PROJECT, SCRRA will send CITY quarterly progress statements detailing the costs of the RAILROAD WORK performed by SCRRA under this AGREEMENT. If at any time, the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount deposited by the CITY, SCRRA shall, at its sole discretion, revise its estimates of the amount of RAILROAD WORK remaining, and the CITY shall deposit any additional amounts in excess of the original deposit with SCRRA.

13.2 Until SCRRA receives formal approval of its overhead rates, an estimated allocated overhead rate will be provided for cost estimation and budgeting purposes. SCRRA may not invoice for these overhead costs until the Federal Transit Administration, SCRRA’s cognizant

audit agency, has approved the final rate at the completion of its audit. The overhead approval process may cause SCRRA to delay in submitting its invoices for overhead costs. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit agency, SCRRA will send the CITY a detailed statement of final costs, segregated as to labor, materials, consultant and contractor costs for PROJECT costs identified in **Exhibit D-2**.

13.3 CITY acknowledges that the SCRRA Estimate contained in **Exhibit D-2** does not include any estimate of the flagging or other protective service costs provided by SCRRA that are to be paid by CITY in connection with the CITY WORK. The additional cost of all flagging and other protective and support services incurred by SCRRA are to be paid by the CITY and will be covered under a separate agreement. In the event of new construction, SCRRA, at the sole cost and expense of the CITY, shall coordinate with the CITY in providing flagging. The CITY shall coordinate with the appropriate SCRRA representative for flagging and flagging costs.

13.4 Notwithstanding the amount of any estimate provided by SCRRA, the CITY agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT including, but not limited to, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs) associated therewith. Each PARTY shall be responsible for its own costs on PROJECT overruns related to work in its agreed scope of work.

ARTICLE 14 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

14.1 Entry onto the railroad right-of-way by the CITY or its contractors shall at all times be subject to the current (at time of entry) requirements for entering the railroad right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

14.2 The CITY shall incorporate the provisions set forth in **Exhibit E-1**, through and including, **Exhibits E-4** into each contract for construction of the PROJECT. The CITY shall further require that each of its Contractor(s) comply with the requirements set forth in **Exhibit E-1**, through and including, **Exhibits E-4** to this AGREEMENT.

14.3 If the CITY retains a Contractor(s) to perform any work involving the PROJECT (including initial construction and any subsequent relocation or maintenance and repair work), the CITY shall require the Contractor(s) to:

- a) Execute SCRRA "Form 6 – Right of Entry Agreement" or similar form of agreement as adopted by SCRRA at the time that any future work is performed without modification. A copy of SCRRA's Form 6, as currently adopted by SCRRA, is included with this AGREEMENT as **Exhibit E-1**
- b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Right of Entry Agreement" and as described in **Exhibit E-1**.

14.4 The CITY shall not allow any Contractor(s) to commence any work in the CROSSING AREA or on any other portion of the railroad right-of-way until the Contractor(s) have provided the required insurance and the right-of-entry is approved and signed by SCRRA.

14.5 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Christos Sourmelis
ROW Engineering Coordinator
2558 Supply Street, Building A
Pomona, CA 91767
Email: sourmelisc@scrra.net
Phone: (909) 392-8463
SCRRA File No. S0000106

14.6 The CITY may not self-insure any portion of the insurance coverage for work performed by the employees of the CITY without the prior approval of SCRRA.

14.7 Under no circumstances will personnel, equipment, or material of a contractor or the CITY be allowed on the railroad right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

ARTICLE 15 - EFFECTIVE DATE; TERM AND TERMINATION.

15.1 This AGREEMENT shall become effective as of the date signed by SCRRA, and shall continue in full force and effect for as long as the at-grade highway railroad CROSSING AREA exists.

15.2 In the event the CITY does not commence construction on the portion of the PROJECT located on the CROSSING AREA within twelve (12) months of the effective date of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective upon delivery of thirty (30) calendar days written notice to the CITY.

15.3 SCRRA may suspend its performance, under this AGREEMENT if it becomes impracticable to proceed because of the lack of funding or restrictions on the distribution of funds.

15.4 If the AGREEMENT is terminated or suspended as provided above, or for any reason other than the events set forth in Article 15.3 of this AGREEMENT, the CITY shall pay to SCRRA all actual costs incurred by SCRRA or its contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA in connection with reviewing any preliminary or final PROJECT PS&E, including allocated overhead.

ARTICLE 16 - CONDITIONS PRECEDENT TO START OF WORK

16.1 Neither the CITY nor any Contractor(s) retained by the CITY may commence any work within the CROSSING AREA or the railroad right-of-way until:

- a) SCRRA and CITY have executed this AGREEMENT.
- b) Each Contractor has executed SCRRA "Form No. 6 - Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 – Right of Entry Agreement.
- c) All required sums for payment of SCRRA as listed in **Exhibit D-2** have been deposited with SCRRA.

d) All CITY and Contractor(s) personnel working on or adjacent to the railroad right-of-way have attended the SCRRA Safety Training for Roadway Worker Protection as specified in Article 4.2.

ARTICLE 17 - INDEMNIFICATION

17.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. The CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s), and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any gross negligent acts or omissions on the part of the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, CITY WORK, authority or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK, and RAILROAD WORK and termination of this AGREEMENT.

17.2 Neither the CITY, nor its council, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any aspect of the PROJECT, RAILROAD WORK, work, authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless CITY, as well as their respective council, officers, agents, contractor(s), and employees ("CITY Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any gross negligent acts or omissions on the part of SCRRA, its board members, officers, agents,

volunteers, contractor(s) or employees under or in connection with any aspect of the PROJECT, RAILROAD WORK, CITY WORK, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, CITY WORK and RAILROAD WORK and termination of this AGREEMENT.

17.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 18 - GENERAL PROVISIONS

18.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of this at-grade highway railroad crossing, whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of CITY and SCRRA.

18.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the CITY and SCRRA.

18.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and AGREEMENT between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

18.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. If funding is provided by State and FHWA, under Section 130, the books pertaining to the work shall be open to inspection and audit by representatives of the State and FHWA for three (3) years after FHWA payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRA, or CITY, or Federal auditors, or all or any combination.

18.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

18.6 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

18.7 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.

18.8 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

18.9 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

18.10 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To CITY:	To SCRRA:
Robert Eisenbeisz Public Works Director	Justin Fornelli, P.E. Director, Engineering and Construction
City of Rialto	Southern California Regional Rail Authority
335 W. Rialto Ave	2558 Supply Street, Building A
Rialto, CA 92376	Pomona, CA 91767
E-mail: REisenbeisz@railtoca.gov Telephone: (909) 421-7279	E-mail: FornelliJ@scrra.net Telephone: (909) 593-4291

18.11 This AGREEMENT may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed in by their duly qualified and authorized officials.

**SOUTHERN CALIFORNIA REGIONAL
RAIL AUTHORITY**

CITY OF RIALTO

By: _____
Arthur T. Leahy
Chief Executive Officer

By: _____
Robb Steel
Interim City Administrator

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

By: _____
Fred Galante
City Attorney

Date: _____

Date: _____

EXHIBIT A

Construction and Maintenance Agreement

CEDAR AVE

Cover Sheet for the

Standard Terms and Conditions

EXHIBIT A

To Construction and Maintenance Agreement

TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

a) SCRRRA makes no covenant or warranty of title for quiet possession or against encumbrances. Any lines constructed on the railroad right-of-way by or under authority of the CITY for the purpose of conveying electric power or communications incidental to the CITY's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRRA, and in such manner as not adversely to affect communication or signal lines of SCRRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the CITY to use or occupy any part of the railroad right-of-way without SCRRRA's written consent. Nothing herein shall obligate SCRRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The CITY shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the railroad right-of-way, unless the CITY at its own expense settles with and obtains releases from such nonparties.

c) SCRRRA and its member agencies reserve the right to use and to grant to others the right to use the Crossing for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the Crossing with all kinds of equipment. SCRRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the right-of-way, provided that such attachments shall comply with CITY 's specifications and will not interfere with the use of the Crossing.

d) So far as it lawfully may do so, the CITY will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing, excepting taxes levied upon and against the right-of-way as a component part of SCRRRA's operating right-of-way.

SECTION 2 - CONSTRUCTION OF PROJECT

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed during construction which affect SCRRRA or the interests of SCRRRA will be subject to SCRRRA's approval prior to the commencement of work on all such changes or modifications.

b) The CITY, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the PROJECT, and will furnish to SCRRA upon request with satisfactory evidence that such authority has been obtained. The CITY shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the PROJECT.

c) All construction work of the CITY upon the railroad right-of-way (shall be performed and completed in a manner satisfactory to the Director of Engineering and Construction of SCRRA or his authorized representative and in accordance with the Plans, Specifications and Estimates, SCRRA's Minimum Requirements set forth in **Exhibit B-5, E-1, E-2, E-3, E-4**, and other guidelines or standards furnished by SCRRA.

d) CITY shall require its Contractor(s) to reasonably adhere to the construction schedule adopted for all PROJECT work. Reasonable time must be allowed in the schedule for SCRRA to perform the RAILROAD WORK for which it is responsible. However, regardless of the requirements of the construction schedule, SCRRA reserves the right to reallocate the labor forces assigned to complete the RAILROAD WORK in the event of an emergency to provide for the immediate restoration of railroad operations or to protect persons or property on or near the railroad right-of-way. SCRRA will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The PARTIES mutually agree that any reallocation of labor forces by SCRRA pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this AGREEMENT by SCRRA.

e) All construction work performed by or the responsibility of the CITY shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this AGREEMENT, or within such further period of time as may be specified in writing by SCRRA's Director of Engineering and Construction. No part of the PROJECT shall be suspended, discontinued or unduly delayed without SCRRA's written consent and subject to such reasonable conditions as SCRRA may specify. It is understood that SCRRA's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the CITY. The CITY hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against SCRRA.

f) SCRRA will have the right to stop construction work on the PROJECT if any of the following events take place:

- i) CITY (or any of its Contractor(s)) performs the PROJECT work in a manner contrary to the plans and specifications approved by SCRRA;
- ii) CITY (or any of its Contractor(s)), in SCRRA's opinion, prosecutes the PROJECT work in a manner which is hazardous to the railroad right-of-way, facilities or the safe and expeditious movement of railroad traffic;
- iii) the insurance required by the AGREEMENT is canceled during the course of the PROJECT or does not meet the minimum requirements specified herein; or
- iv) CITY fails to pay any non-disputed costs incurred by SCRRA as provided in the AGREEMENT.

g) The work stoppage may continue until all necessary actions are taken by CITY or its Contractor(s) to rectify the

conditions to the satisfaction of SCRRA's Director of Engineering and Construction or until additional insurance has been delivered to and accepted by SCRRA, or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the CITY, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which the CITY is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of the railroad or of any other person lawfully occupying or using the right-of-way of the railroad, such property shall be replaced or repaired by the CITY at the CITY's own expense, or by SCRRA at the expense of the CITY, and to the satisfaction of SCRRA's Director of Engineering and Construction.

SECTION 4 - PAYMENT FOR WORK BY SCRRA

Payment for work by SCRRA shall be in accordance with Article 13-Payment for SCRRA Work as set forth in the Construction and Maintenance Agreement; **AGREEMENT**.

SECTION 5 - MAINTENANCE AND REPAIRS (NOT USED)

SECTION 6 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is agreed with respect to all of said work of the CITY that the work will be performed in a safe manner and in conformity with the following standards:

- a) **City and Contractor**. All references in this AGREEMENT shall also include the Contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of the CITY shall include work both within and outside of the railroad right-of-way.
- b) **Compliance With Laws**. The CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The CITY shall use only such methods as are consistent with safety, both as concerns the CITY, the CITY 's agents and employees, the officers, agents, employees and property of SCRRA and the public in general. The CITY (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the railroad right-of-way. If any failure by the CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, the CITY shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The CITY further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.
- c) **No Interference or Delays**. The CITY shall not do, suffer or permit anything which will or may obstruct, endanger,

interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities, or any communication or signal lines, PTC system and critical features, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the railroad right-of-way or facilities.

d) **Supervision.** The CITY, at its own expense, shall adequately supervise and inspect all work to be performed by the CITY's Contractor(s), and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of the CITY for safe conduct and adequate policing and supervision of the PROJECT shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by the CITY with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the PROJECT, the CITY will give due consideration to suggestions and recommendations made by such representative for the safety and protection of SCRRA's property, right-of-way, and operations.

e) **Suspension of Work.** If at any time the City Engineer or the Director of Engineering and Construction of SCRRA or their respective representatives shall be of the opinion that any work of the CITY is being or is about to be done or prosecuted without due regard and precaution for safety and security, the CITY shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris.** The CITY shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any railroad right-of-way or facilities of SCRRA; and any such material and debris shall be promptly removed from the railroad right-of-way by the CITY at the CITY's own expense or by SCRRA at the expense of the CITY. The CITY shall not cause, suffer or permit any water to be drained or pumped onto the railroad right-of-way during any dewatering from the Crossing without the prior permission of SCRRA Director of Engineering and Construction.

g) **Explosives.** The CITY shall not discharge any explosives on or in the vicinity of the railroad right-of-way without the prior consent of the SCRRA Director of Engineering and Construction, which will not be given if, in the sole discretion of SCRRA's Director of Engineering and Construction, such discharge would be dangerous or would interfere with the railroad right-of-way, property or facilities. For the purposes hereof, the "vicinity of the railroad right-of-way" shall be deemed to be any place on the railroad right-of-way or in such close proximity to the railroad right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on the railroad right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation.** The CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. The CITY shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. The CITY, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the CITY in connection with construction, maintenance or

other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Guidelines. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA's Director of Engineering and Construction to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

i) **Falsework.** No falsework may be erected over the track or on the railroad right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA.

j) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on the railroad right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The CITY and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of two (2) working days before performing any excavation.

k) **SCRRA Signal and Communication Facilities.** SCRRA is not a member of Underground Service Alert of Southern California. The CITY, and its consultants and contractors, shall call SCRRA Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on the railroad right-of-way. No work may proceed until CITY has been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 7 - INTERIM WARNING DEVICES

If at any time it is determined by the CPUC or FRA, by the CITY, or by agreement between the PARTIES, that new or improved train activated warning devices should be installed at the Crossing, the CITY shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the PROJECT has been completed.

SECTION 8 - OTHER RAILROADS AND AGENCIES

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using the railroad right-of-way or facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

Los Angeles County Metropolitan Transportation Authority (METRO)

Orange County Transportation Authority (OCTA)

Riverside County Transportation Commission (RCTC)

San Bernardino County Transportation Authority (SBCTA)

Ventura County Transportation Commission (VCTC)

Burlington Northern Santa Fe Corporation (BNSF)
National Railroad Passenger Corporation (Amtrak)
Union Pacific Railroad Company (UPRR)

SECTION 9 - REMEDIES FOR BREACH OR NONUSE

The CITY will surrender peaceable possession of the Crossing upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

END EXHIBIT A

EXHIBIT B-1

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

Description of PROJECT

EXHIBIT B-1

Description of PROJECT

CEDAR AVE

The purpose of the PROJECT is to improve the highway-rail at-grade crossing at CEDAR AVE, located along SCRRA's San Gabriel Subdivision at Milepost 51.44 in the City of Rialto, California, in San Bernardino County by constructing pedestrian safety improvements. Currently, there are no sidewalks or pedestrian treatments at the crossing that allow pedestrians to safely cross the tracks.

The PROJECT proposes to construct pedestrian safety improvements on the east side of the crossing, which include the following improvements as approved in the California Public Utilities Commission (CPUC) GO-88B Authorization letter (File Number XREQ 2018010002), dated January 22, 2018:

- Eight-Foot (8') wide sidewalks with detectable warning strips on both approaches
- Additional concrete crossing panels to accommodate the new sidewalk
- One (1) CPUC Standard 9 pedestrian warning device (gate) including emergency swing gates at each sidewalk approach
- Hand railings for pedestrian channelization at each sidewalk approach
- Pedestrian barricades on the west side of Cedar Ave for both approaches
- Right-of-way fencing and maintenance access gates to the railroad right-of-way
- Removal of the existing backlights from the median-mounted CPUC Standard 9 warning devices
- Application of California Manual on Uniform Traffic Control Devices compliant signage and pavement markings

In addition to the safety enhancements proposed above, the following improvements will be made to support the safety enhancements and provide a safe and reliable crossing:

- Replace two (2) sets of existing concrete crossing panels with ADA compliant concrete crossing panels
- Six (6) existing field-side concrete crossing panels will be replaced due to damage from large truck volumes along Cedar Ave that traverse this crossing daily
- Modification and testing of SCRRA's signaling equipment, including but not limited to, communications, positive train control (PTC), electrical lines and appurtenances

All signal, communication, and track systems will be Positive Train Control compliant.

EXHIBIT B-2

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

Railroad Location Print

EXHIBIT B-2

Railroad Location Print

Figure 1: Location Map

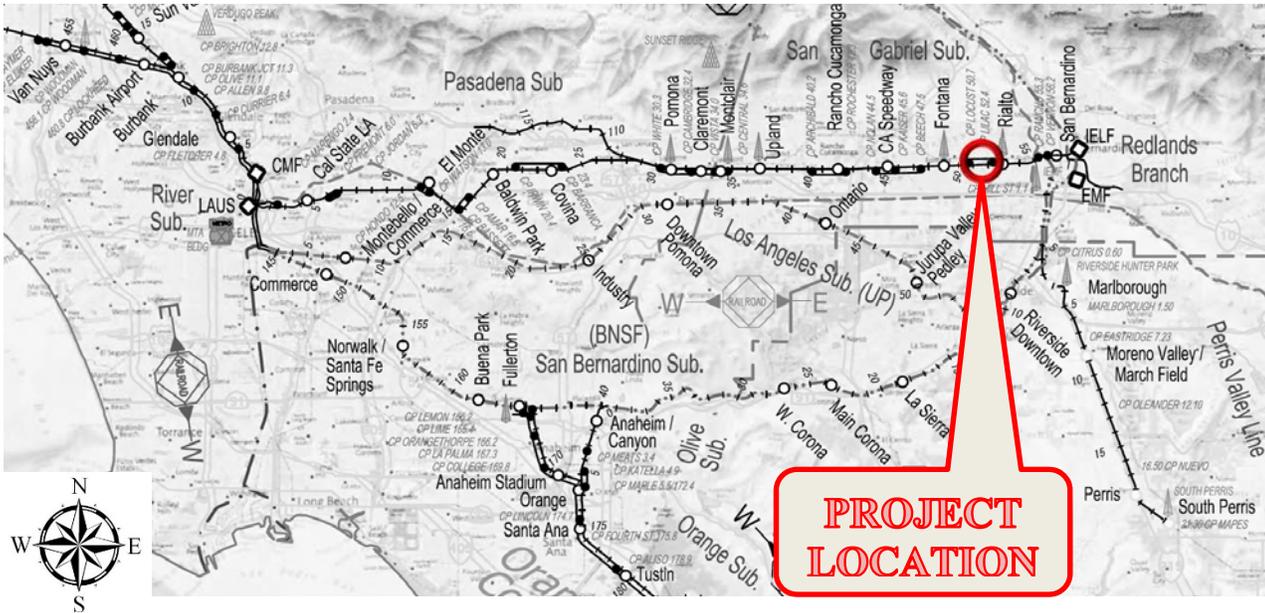


Figure 2: Vicinity Map

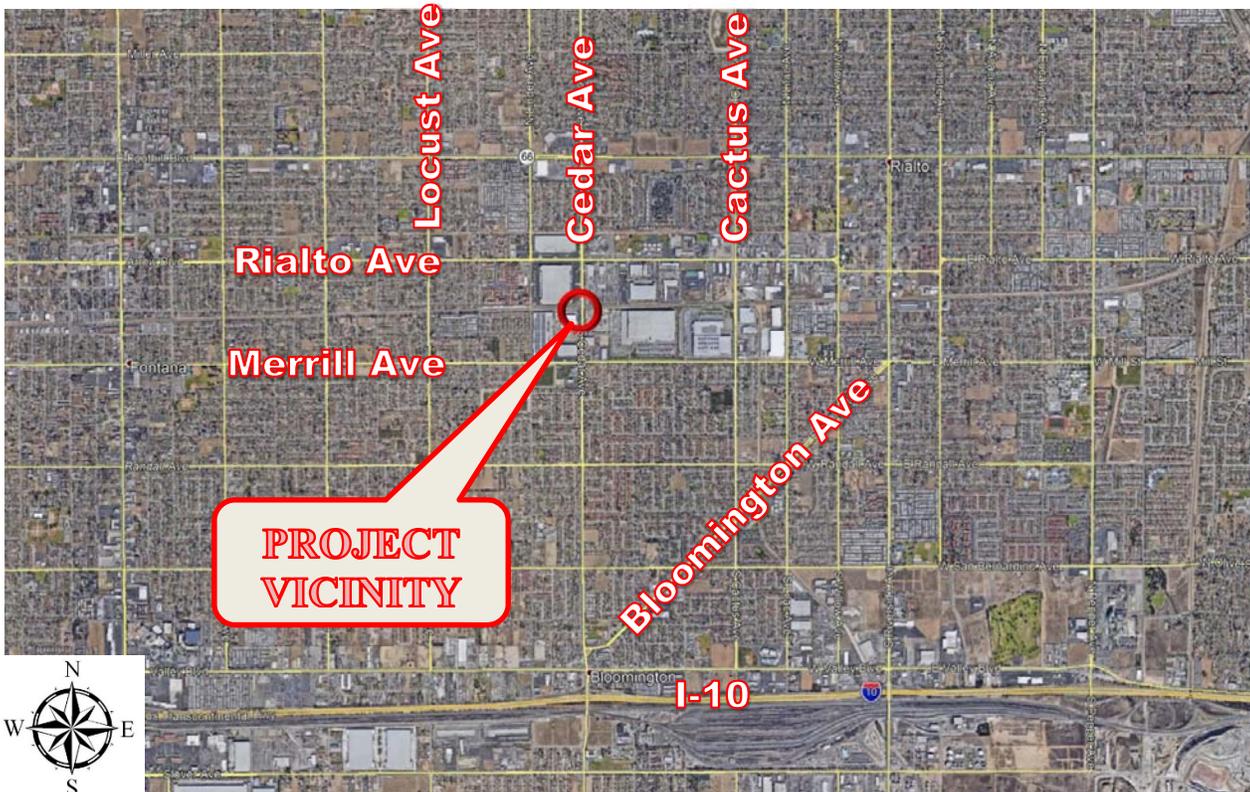


Figure 3: Site Map

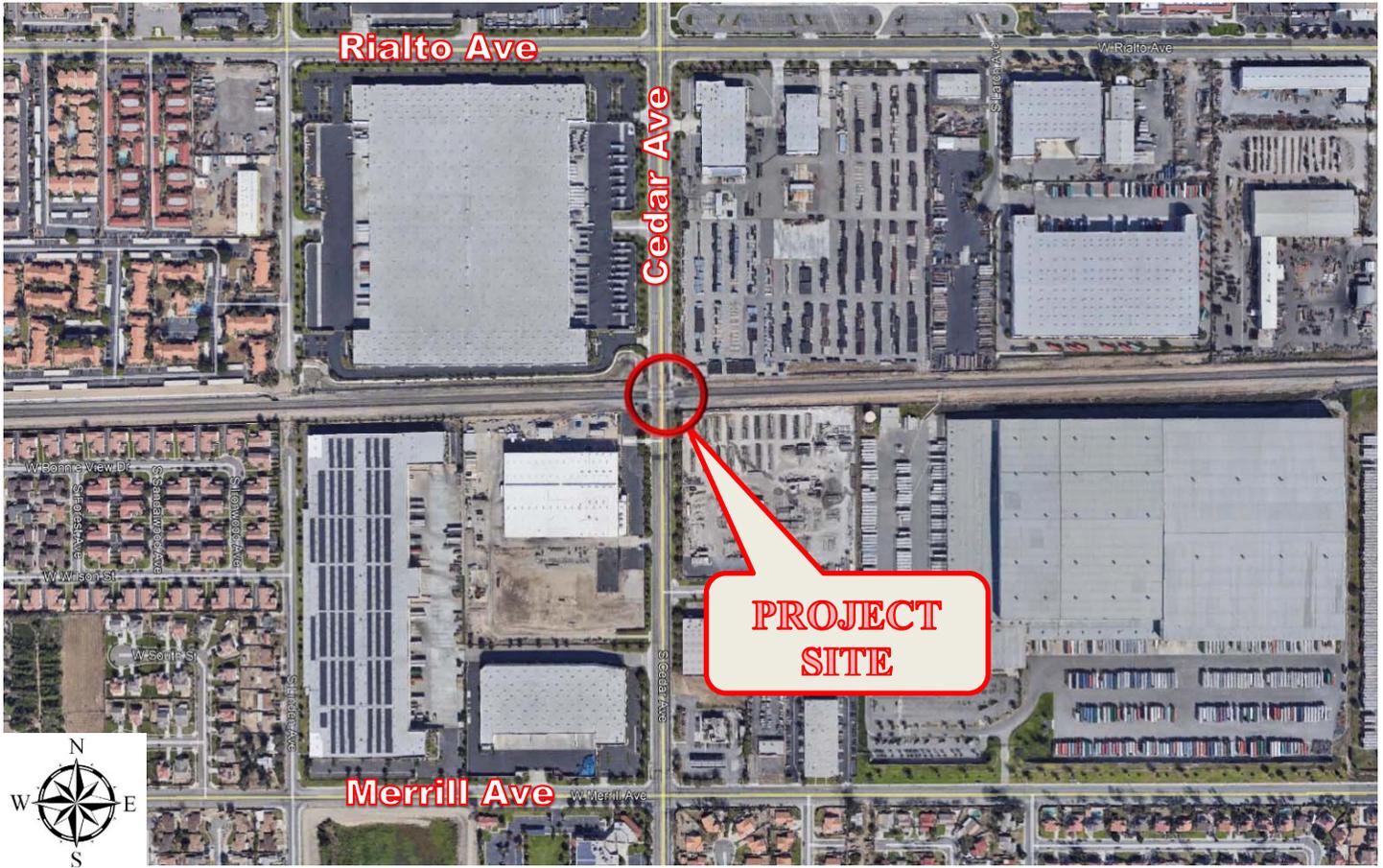


EXHIBIT B-3

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

PROJECT Plans

SCRRRA NOTES:

- SCRRRA IS NOT A MEMBER OF DIGALERT. THE CONTRACTOR SHALL CALL SCRRRA'S SIGNAL DEPARTMENT AT (909) 592-1346 A MINIMUM OF FIVE DAYS PRIOR TO BEGINNING CONSTRUCTION TO MARK SIGNAL COMMUNICATION CABLES AND CONDUITS. TO ASSURE CABLES AND CONDUITS HAVE BEEN MARKED, NO WORK MAY PROCEED UNTIL YOU HAVE BEEN PROVIDED WITH AN SCRRRA DIG NUMBER. IN CASE OF SIGNAL EMERGENCIES OR GRADE CROSSING PROBLEMS, THE CONTRACTOR SHALL CALL SCRRRA'S 24-HOUR SIGNAL EMERGENCY NUMBER 1-888-446-9721.
- BEFORE EXCAVATING, THE CONTRACTOR MUST DETERMINE WHETHER ANY UNDERGROUND PIPE LINES, ELECTRIC WIRES, OR CABLES, INCLUDING FIBER OPTIC CABLE SYSTEMS, ARE PRESENT AND LOCATED WITHIN THE PROJECT WORK AREA BY CALLING THE SOUTHERN CALIFORNIA UNDERGROUND SERVICE ALERT AT 811.
- CONTACT SCRRRA'S CONSULTANT/CONTRACTOR AT (213) 305-8424 TO ARRANGE FOR FLAGGING SERVICES. FLAGGING SERVICE IS DEPENDENT ON THE EMPLOYEE-IN-CHARGE (EIC) AVAILABILITY AND MAY REQUIRE A MINIMUM OF FIFTEEN WORKING DAYS PRIOR TO BEGINNING WORK. PRIOR NOTIFICATION OF FLAGGING SERVICES DOES NOT GUARANTEE THE AVAILABILITY OF THE EIC FOR THE PROPOSED DATE OF WORK.
- CONTACT MS. LAURENE LOPEZ, SCRRRA'S THIRD PARTY SAFETY INSTRUCTOR, AT 1-909-451-2885 TO ARRANGE FOR THIRD PARTY SAFETY TRAINING. ALLOW 24-72 HOURS FROM THE REQUEST FOR SAFETY TRAINING TO ARRANGE THE TRAINING.
- CONTRACTOR IS TO COMPLETE SCRRRA'S TEMPORARY RIGHT OF ENTRY AGREEMENT, FORM 6. WITH FORM 6, THE CONTRACTOR WILL ALSO NEED TO PROVIDE INSURANCE CERTIFICATES MEETING SCRRRA PARAMETERS OF COVERAGE AS OUTLINED ON PAGES 9-13 OF THE FORM. SCRRRA FORM 6 IS AVAILABLE ON SCRRRA'S WEBSITE AT: [HTTPS://WWW.METROLINKTRAINS.COM/ABOUT/AGENCY/ENGINEERING--CONSTRUCTION/](https://www.metroinktrains.com/about/agency/engineering--construction/)
- TEMPORARY TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO SCRRRA FOR COMMENTS AND APPROVAL NOT LESS THAN 60 DAYS PRIOR TO START OF THE WORK. THE TEMPORARY TRAFFIC CONTROL PLANS SHALL BE PREPARED, SIGNED AND SEALED BY A CALIFORNIA LICENSED CIVIL OR TRAFFIC ENGINEER. TEMPORARY TRAFFIC CONTROL WILL COMPLY WITH THE CURRENT EDITIONS OF CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH), TEMPORARY TRAFFIC CONTROL WORK AT OR NEAR GRADE CROSSING GUIDELINES PREPARED BY SCRRRA AND SCRRRA'S ENGINEERING STANDARD ES4301.
- NO EQUIPMENT, TRUCKS OR MATERIALS ARE ALLOWED TO BE STORED ON THE RAILROAD RIGHT-OF-WAY.
- THE CONTRACTOR'S FORCES SHALL COMPLETE ROADWAY WORKER PROTECTION (RWP) TRAINING PRIOR TO BEING ALLOWED ONTO THE RAILROAD RIGHT-OF-WAY. CONTACT MR. DON DEFORD AT JACOBS ENGINEERING, 1-714-788-1864 TO ARRANGE FOR RWP TRAINING. ALLOW 24-72 HOURS FROM THE REQUEST FOR RWP TRAINING TO ARRANGE THE TRAINING.
- CONTRACTOR SHALL COORDINATE WITH SCRRRA ON THE PLACEMENT OF ANY SIGNAGE IN, AROUND, AND ADJACENT TO THE CROSSING AREA TO ENSURE THAT THE PLACEMENT OF THE SIGNS WILL NOT BLOCK THE VISIBILITY OF THE WARNING FLASHERS FOR VEHICULAR AND PEDESTRIAN TRAFFIC.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

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

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

CONTRACTOR SHALL COMPLY WITH ALL N.P.D.E.S. REQUIREMENTS

CITY OF RIALTO CONSTRUCTION INSPECTION HOURS
7:00A.M. TO 5:00P.M. - MONDAY THROUGH THURSDAY

UNDERGROUND SERVICE ALERT
CALL-TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG
SEE SCRRRA NOTES ABOVE

MARK	REVISIONS	APPR.	DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL	

SEAL-DESIGN ENGINEER


PREPARED BY:
CARLETON W. LOCKWOOD JR., RCE 48835
DATE: _____
APPROVED BY:
ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54831
DATE: _____

LOCKWOOD ENGINEERING COMPANY
380 WEST FOOTHILL BOULEVARD, SUITE F
RIALTO, CALIFORNIA 92376
(909) 875-5015
SCALE: AS NOTED
BENCH MARK: B.M. No. 022-88 ELEVATION=1210.483
DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE., 487 FEET EAST OF CENTERLINE CEDAR AVE.
DATE: 5/23/2018

CITY OF RIALTO
CEDAR AVENUE - SIDEWALK AND PEDESTRIAN CROSSING IMPROVEMENT PLAN
TITLE SHEET
FOR: CITY OF RIALTO CITY PROJECT NO. 130808 PLAN NO. _____

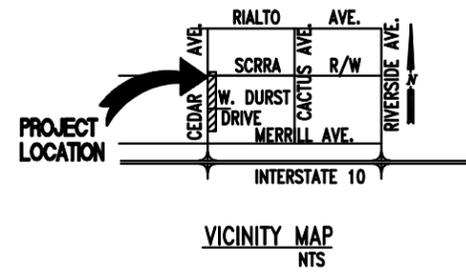
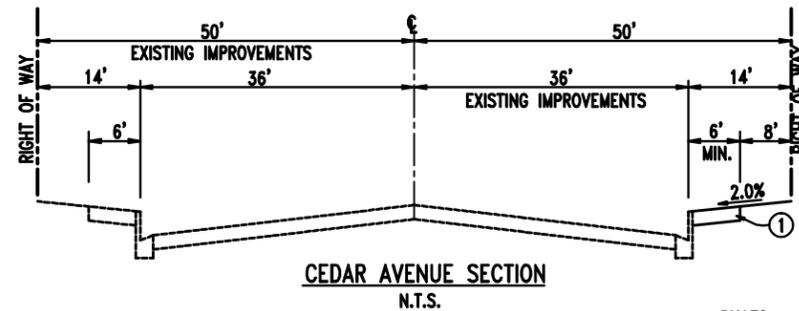
CEDAR AVENUE CITY PROJECT NO. 130808 SIDEWALK AND PEDESTRIAN CROSSING IMPROVEMENT PLANS

LEGEND:

-  REMOVE CONCRETE
-  CONCRETE
-  SAWCUT/REMOVE AC PAVEMENT
-  REMOVE/REPLACE EX. LANDSCAPING
-  PAVED RAMP
-  REMOVE GROUTED RIP RAP
-  PROPOSED GROUTED RIP RAP

LEGEND:

- BW -INDICATES BACK OF WALK
- CF -INDICATES CURB FACE
- D/W-INDICATES DRIVEWAY
- EG -INDICATES EXISTING GRADE
- FL -INDICATES FLOWLINE
- FF -INDICATES FINISH FLOOR
- FS -INDICATES FINISH SURFACE
- FG -INDICATES FINISH GRADE
- GB -INDICATES GRADE BREAK
- HP -INDICATES HIGH POINT
- INV -INDICATES INVERT ELEVATION
- LP -INDICATES LOW POINT
- R/W-INDICATES RIGHT-OF-WAY
- SW -INDICATES SIDEWALK
- TC -INDICATES FINISH GRADE AT TOP OF CURB
- TD -INDICATES GRADE AT TOP OF DIKE
- TF -INDICATES WALL TOP OF FOOTING
- TW -INDICATES TOP OF WALL



SHEET INDEX

- SHEET-1 TITLE SHEET
- SHEET-2 GENERAL NOTES AND DETAILS
- SHEET-3 SIDEWALK IMPROVEMENT PLAN - CEDAR AVE
- SHEET-4 PEDESTRIAN CROSSING IMPROVEMENT PLAN
- SHEET-5 DIMENSION PLAN
- SHEET-6-13 SCRRRA DETAILS

NOTE TO CONTRACTOR:

NO ENTRY IN RAILROAD RIGHT-OF-WAY PRIOR TO FOLLOWING ALL OF THE "RIGHT OF ENTRY REQUIREMENTS" AS NOTED IN THE SCRRRA NOTES ON THIS SHEET.

CONSTRUCTION NOTES

- | | |
|---|---------|
| ① CONSTRUCT SIDEWALK PER CITY OF RIALTO STD. NO. SC-203 (MAINTAIN 4' CLEAR AROUND OBSTRUCTIONS) | 5800 SF |
| ② CONSTRUCT ASPHALT PAVEMENT, REPLACEMENT PER SPPWC STD PLAN 133-3, CASE 1. | 420 SF |
| ③ CONSTRUCT 8" AC PAVEMENT TO ACCOMMODATE INSTALLATION OF NEW GRADE CROSSING PANELS | 1 LS |
| ④ CONSTRUCT 12' DRIVE APPROACH PER CITY OF RIALTO STD. NO. SC-211 | 166 SF |
| ⑤ INSTALL PRECAST CONCRETE PANELS PER SCRRRA STD PLAN ES4201 (BY SCRRRA) | - |
| ⑥ CONSTRUCT 4" PCC SIDEWALK OVER 4" AB WITHIN SCRRRA R/W | 430 SF |
| ⑦ SAWCUT AND REMOVE EXISTING AC PAVEMENT | 440 LF |
| ⑧ RELOCATE EXISTING IRRIGATION BOX AND VALVE BEHIND SIDEWALK | 8 EA |
| ⑨ PROTECT IN PLACE - CONCRETE CROSSING PANELS | - |
| ⑩ PROTECT IN PLACE - CURB AND GUTTER | - |
| ⑪ PROTECT IN PLACE - TYPE PER PLAN | - |
| ⑫ REMOVE AND REPLACE EXISTING 8" CURB AND GUTTER PER CITY OF RIALTO STD. NO. SC-200 | 31 LF |
| ⑬ PROTECT IN PLACE RAILROAD ACTIVE WARNING DEVICE | - |
| ⑭ INSTALL PEDESTRIAN ACTIVE WARNING DEVICE WITH ARM LENGTH OF 5' (BY SCRRRA) | 2 EA |
| ⑮ INSTALL SELF CLOSING SWING GATE ASSEMBLY PER SCRRRA STD PLAN ES4002 | 2 EA |
| ⑯ INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSION PER PLAN | 54 SF |
| ⑰ CONSTRUCT HAND RAILING PER SCRRRA STD PLAN ES4005, TYPE B, UNLESS OTHERWISE NOTED | 30 LF |
| ⑱ CONSTRUCT 4' HIGH, 1" MESH FABRIC CHAIN LINK FENCE PER SCRRRA STD PLAN ES5106 | 156 LF |
| ⑲ RELOCATE/ADJUST TO GRADE | 3 EA |
| ⑳ RELOCATE/ADJUST RAILROAD SIGNAL PULL BOX TO GRADE (BY OTHERS) | 2 EA |
| ㉑ INSTALL 4" SOLID WHITE LINE PER CALTRANS STD A20B, DETAIL 27B, WITH RAISED PAVEMENT MARKER, TYPE G SUPPLEMENT | 34 LF |
| ㉒ INSTALL 12" WIDE LINE PER CALTRANS STD A24E | 76 LF |
| ㉓ RELOCATE EXISTING SIGN, TO PROVIDE 4' CLEAR TRAVEL WAY, TYPE PER PLAN | 3 EA |
| ㉔ PROTECT IN PLACE EXISTING SIGN, TYPE PER PLAN | - |
| ㉕ REMOVE EXISTING CONCRETE SIDEWALK | 22 SF |
| ㉖ REMOVE EXISTING AC DIKE | 13 LF |
| ㉗ REMOVE/REPAIR/RELOCATE EXISTING LANDSCAPE IRRIGATION MAIN BEHIND SIDEWALK | 1 LS |
| ㉘ REMOVE AND REPLACE EXISTING LANDSCAPE IN KIND | 1000 SF |
| ㉙ REMOVE EXISTING DOWN GUY - NOT USED | 1 EA |
| ㉚ INSTALL CA MUTCD SIGN, AS NOTED | 12 EA |
| ㉛ INSTALL 12'-0" CHAIN LINK GATE PER SCRRRA STD PLAN ES5106. GATE SHALL BE 4' HIGH | 2 EA |
| ㉜ REFRESH EXISTING PAINTED MEDIAN STRIPING PER CALTRANS DETAIL 29 | 35 LF |
| ㉝ REPLACE EXISTING CONCRETE CROSSING PANELS (BY SCRRRA) | 6 EA |
| ㉞ CONSTRUCT 12' DRIVEWAY PER DETAILS ON SHEET 2 | 1 EA |
| ㉟ REMOVE EXISTING METAL GATE AND POSTS | 1 EA |
| ㊱ REMOVE AND REPLACE GROUTED RIP RAP PER PLAN | 1 LS |
| ㊲ ROUGH GRADE ACCESS DRIVEWAY | 500 SF |
| ㊳ INSTALL PAVED END RAMP PER SCRRRA STD PLAN ES4201 | 1 EA |
| ㊴ INSTALL BALLAST (BY SCRRRA) | 1 LS |
| ㊵ INSTALL 8" SCHEDULE 80 PVC DRAIN PIPE | 40 LF |

QUANTITIES

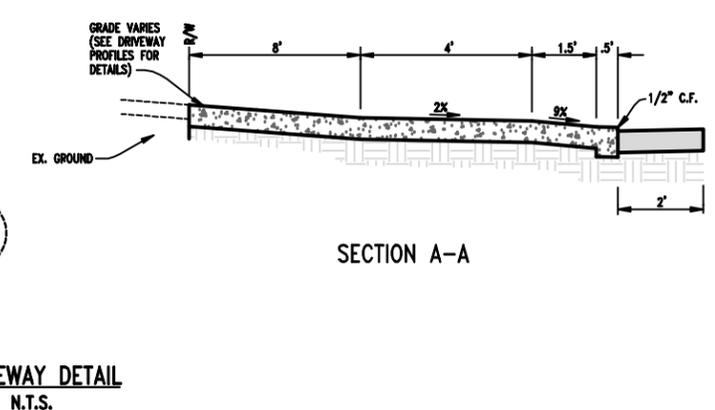
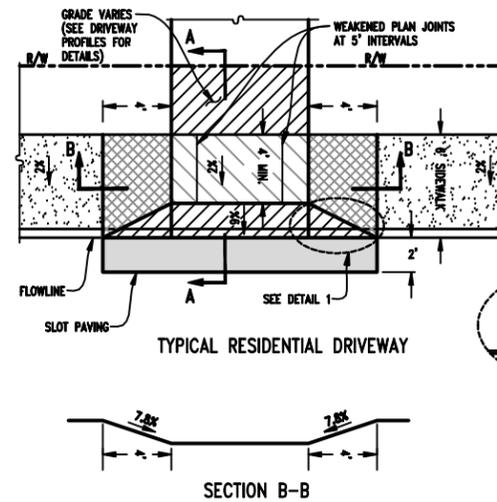
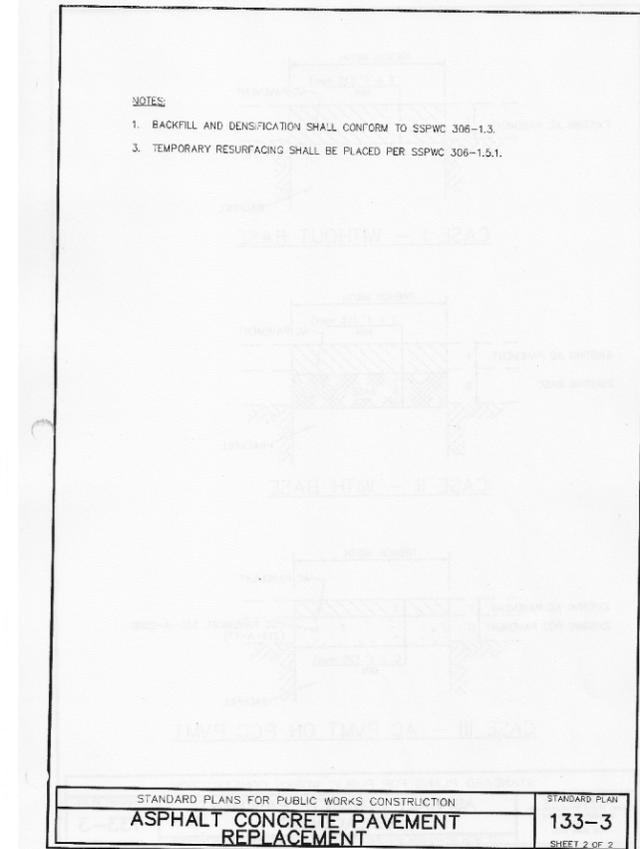
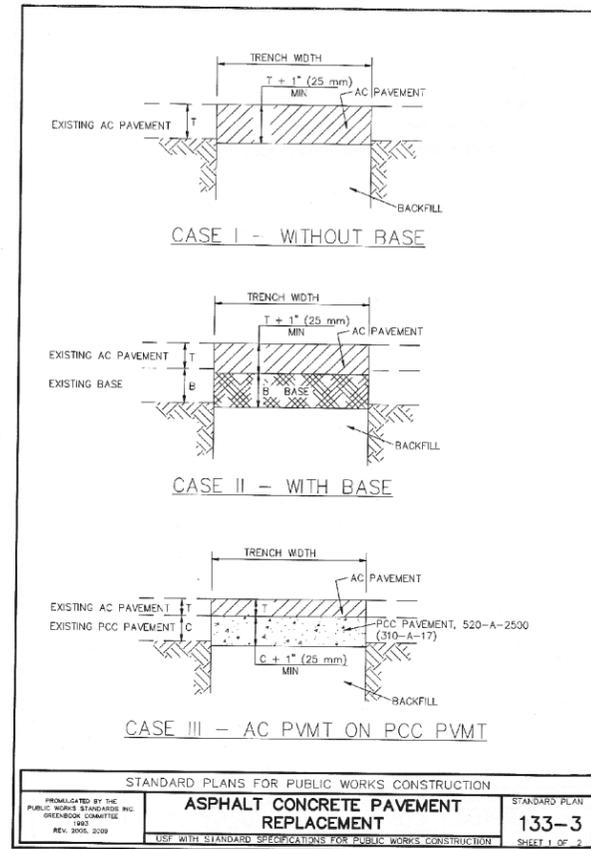
GENERAL NOTES (STREET)

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF RIALTO STANDARD DRAWINGS, STANDARD SPECIAL PROVISIONS, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, WITH SUPPLEMENTS. ANY VARIATION FROM OR EXCEPTION TO THE STANDARDS OR FOLLOWING GENERAL NOTES MUST BE APPROVED BY THE CITY ENGINEER.
- ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT/CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER, INCLUDING NECESSARY SAW CUTTING, REMOVAL REPLACEMENT AND CAPPING.
- ANY EXISTING TRAVEL WAYS IN WHICH AN EXCAVATION IS MADE IN CONJUNCTION WITH THIS PROJECT SHALL BE COVERED BY PERMIT. THIS AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS IN ORDER TO ELIMINATE ANY HAZARDS. STREET SHALL BE SURFACED WITH A MINIMUM OF 2" ASPHALT AT THE END OF EACH WORKING DAY.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY FIELD INSPECTORS AT LEAST 48 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION AND PRIOR TO REQUIRING INSPECTION.
- ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVING OF THE STREETS. ALL TRENCHES SHALL BE FULLY COMPACTED TO THE SATISFACTION OF THE CITY ENGINEER. ALL MANHOLES AND VALVE BOX FRAMES SHALL BE ADJUSTED TO FINISHED GRADES AFTER COMPLETION OF CONSTRUCTION.
- THE CONTRACTOR SHALL DETERMINE THE TRUE LOCATION OF ANY UNDERGROUND UTILITY PRIOR TO LAYING ANY LINES WHICH ARE TO CONNECT THE EXISTING SEWER, WATER, OR STORM DRAINS. THESE LINES SHALL BE EXPOSED AND JOIN ELEVATIONS VERIFIED. ANY CHANGE IN GRADE OR DEVIATION FROM THE PLANS MUST BE APPROVED BY THE CITY ENGINEER.
- ADVERTISING SIGNS WILL NOT BE PERMITTED WITHIN THE STREET RIGHT-OF-WAY.
- TREES SHALL BE PLANTED WITHIN THE STREET RIGHT-OF-WAY IN ACCORDANCE WITH THE CITY OF RIALTO REQUIREMENTS.
- COMPACTION TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER TO THE SATISFACTION OF THE CITY ENGINEER. THE SUBGRADE SHALL BE COMPACTED TO 90% WITH THE TOP 6 INCHES BELOW THE ASPHALT PAVING COMPACTED TO 95%. IF THE AGGREGATE BASE IS THICKER THAN ONE FOOT, THE ENTIRE THICKNESS OF THE BASE MATERIAL SHALL BE COMPACTED TO 95%.
- SEWER MAIN AND LATERALS SHALL BE CONSTRUCTED, BACKFILL COMPACTED, AND TESTED PRIOR TO CONSTRUCTION OF CURB AND GUTTER.
- THE CURB AND GUTTER SHALL BE "ETCHED" SHOWING LATERAL LOCATIONS "S" FOR SEWER, "G" FOR GAS, "E" FOR ELECTRICAL AND "W" FOR WATER.
- TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
- NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF RIALTO DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITH THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- PRIVATE ENGINEERS NOTICE: PRIOR TO CONSTRUCTION, SEWER AND WATER CONTRACTORS SHALL ASCERTAIN THE CORRECTNESS OF WATER SERVICES AND SEWER LATERAL LOCATIONS WITH THE DEVELOPER. ANY DEVIATION FROM LOCATIONS SHOWN ON THESE PLANS SHALL BE REPORTED TO THE ENGINEER FOR ADJUSTMENT PRIOR TO CALLING FOR ANY CONSTRUCTION STAKING REQUIRED.
- PRIOR TO THE CITY RELEASING THE BOND FOR PUBLIC IMPROVEMENTS, THE ENGINEER OF RECORD SHALL SUBMIT A COMPLETE SET OF "AS BUILT" PLANS ON MYLAR TO THE CITY ENGINEERING SECTION AND THE TIE SHEETS FOR NECESSARY MONUMENTATION SHALL ALSO BE SUBMITTED TO THE CITY.
- STATE LAW (SB 3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF THE CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES, INCLUDING PAVEMENT REMOVAL, EXCAVATION AND A.C. OVERLAY, WHICH COULD AFFECT ANY UNDERGROUND UTILITY.
- PRIOR TO ANY CONSTRUCTION WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND PERMIT.
- PRIOR TO TAKING ANY WATER FROM A FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO OBTAIN A FIRE HYDRANT METER.
- ALL STREET TRENCHING, BACKFILLING AND PAVEMENT REPAIRS SHALL BE DONE IN ACCORDANCE WITH CITY STANDARD DRAWING No. 64.
- ALL IRRIGATION LINES TO BE REMOVED, RELOCATED OR RECONSTRUCTED AS SHOWN AND/OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR IN THE FIELD.
- CONTRACTOR SHALL REMOVE AND/OR INSTALL PAVEMENT MARKINGS AND STRIPING. PLACEMENT AND SCHEDULING TO BE DETERMINED BY INSPECTOR IN THE FIELD.
- THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED AND APPROVED BY THE CITY INSPECTOR IN THE FIELD.
- STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED, AND ALL DUST SHALL BE CONTROLLED BY WATERING, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- IF ANY EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING AND UNTIL ALL UNACCEPTABLE CONCRETE AND/OR ASPHALT WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND TO THE SATISFACTION OF THE CITY ENGINEER.
- REPAIR OR REPLACE ANY DAMAGED OR ALTERED EXISTING IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER IN THE FIELD.
- ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE, ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A QUALIFIED REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
- ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE WORK SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
- CARE SHOULD BE TAKEN TO PREVENT GRADED DITCHES AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITES, THE CITY ENGINEER MAY REQUIRE TEMPORARY GUNITE SWALES, ENTERING OR LEAVING IMPROVEMENTS.
- MANHOLE FRAMES AND COVERS TO BE CONSTRUCTED BY THE CONTRACTOR 6" BELOW FINISH GRADE. UPON COMPLETION OF PAVING, THE PAVING CONTRACTOR SHALL ADJUST TOP OF MANHOLE TO FINISH GRADE.

GENERAL NOTES (STREET) CONTINUED

- ALL AREAS TO BE PAVED SHALL BE STERILIZED AS DIRECTED BY THE CITY ENGINEER PRIOR TO PAVING.
- A SEAL COAT OF SS1H WILL BE REQUIRED ON ALL NEW ASPHALT CONCRETE APPLIED AT THE RATE OF 0.075 GALLONS PER SQUARE YARD.

CITY OF RIALTO CONSTRUCTION INSPECTION HOURS
7:00A.M. TO 5:00P.M. - MONDAY THROUGH THURSDAY



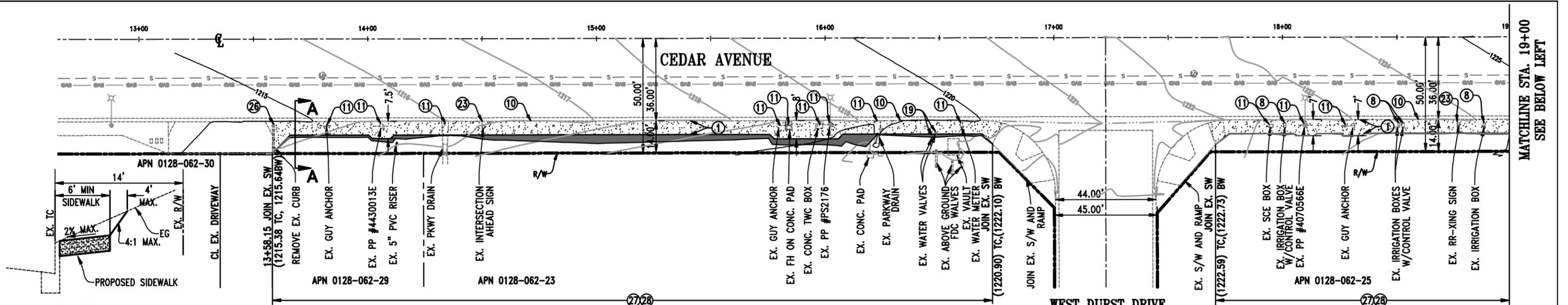
DRIVEWAY DETAIL
N.T.S.

<p>CALL TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG</p>	MARK	REVISIONS	APPR. DATE
	DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL

<p>SEAL-DESIGN ENGINEER</p>	<p>PREPARED BY:</p> <p>CARLETON W. LOCKWOOD JR., RCE 48835</p> <p>DATE</p>
<p>APPROVED BY:</p> <p>ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54031</p> <p>DATE</p>	<p>LOCKWOOD ENGINEERING COMPANY</p> <p>380 WEST FOOTHILL BOULEVARD, SUITE F RIALTO, CALIFORNIA 92376 (909) 875-5015</p>

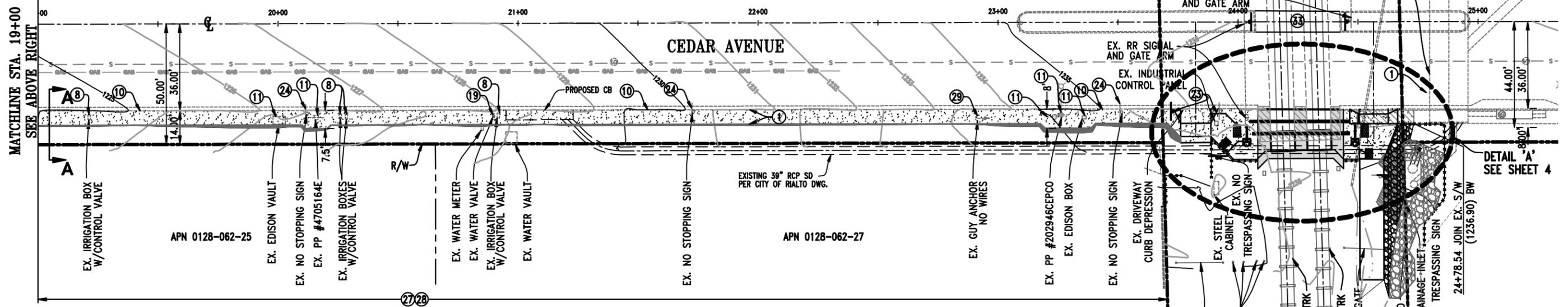
<p>SCALE: AS NOTED</p> <p>DATE: 5/23/2018</p>	<p>BENCH MARK: B.M. No. 022-08 ELEVATION=1210.483</p> <p>DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE, 497 FEET EAST OF CENTERLINE CEDAR AVE.</p>
---	---

<p>CITY OF RIALTO</p> <p>CEADAR AVENUE - SIDEWALK AND PEDESTRIAN CROSSING IMPROVEMENT PLAN</p> <p>GENERAL NOTES AND DETAILS</p>	<p>FOR: CITY OF RIALTO</p> <p>CITY PROJECT NO. 130808</p> <p>PLAN NO. _____</p>
---	---



SECTION A-A

SCALE: H 1"=5'
V 1"=1'



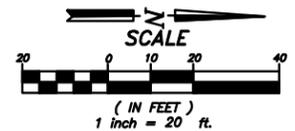
CONSTRUCTION NOTES

- ① CONSTRUCT SIDEWALK PER CITY OF RIALTO STD. NO. SC-203 (MAINTAIN 4' CLEAR AROUND OBSTRUCTIONS)
- ② CONSTRUCT ASPHALT PAVEMENT, REPLACEMENT PER SPPWC STD PLAN 133-3, CASE 1.
- ③ CONSTRUCT 8" AC PAVEMENT TO ACCOMMODATE INSTALLATION OF NEW GRADE CROSSING PANELS (BY SCRRR)
- ④ CONSTRUCT DRIVE APPROACH PER CITY OF RIALTO STD NO. SC-211
- ⑤ INSTALL PRECAST CONCRETE PANELS AND PAVED END RAMP PER SCRRR STD PLAN ES4201 (BY SCRRR)
- ⑥ CONSTRUCT 4" PCC SIDEWALK OVER 4" AB WITHIN SCRRR R/W
- ⑦ SAWCUT AND REMOVE EXISTING AC PAVEMENT
- ⑧ RELOCATE EXISTING IRRIGATION BOX AND VALVE BEHIND SIDEWALK
- ⑨ PROTECT IN PLACE - CONCRETE CROSSING PANELS
- ⑩ PROTECT IN PLACE - CURB AND GUTTER
- ⑪ PROTECT IN PLACE - TYPE PER PLAN
- ⑫ REMOVE AND REPLACE EXISTING 8" CURB AND GUTTER PER CITY OF RIALTO STD. NO. SC-200
- ⑬ PROTECT IN PLACE RAILROAD ACTIVE WARNING DEVICE
- ⑭ INSTALL PEDESTRIAN ACTIVE WARNING DEVICE WITH ARM LENGTH OF 5' (BY SCRRR)
- ⑮ INSTALL SELF CLOSING SWING GATE ASSEMBLY PER SCRRR STD PLAN ES4002
- ⑯ INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSION PER PLAN
- ⑰ CONSTRUCT HAND RAILING PER SCRRR STD PLAN ES4005, TYPE B
- ⑱ CONSTRUCT 4' HIGH, 1" MESH FABRIC CHAIN LINK FENCE PER SCRRR STD PLAN ES5106
- ⑲ RELOCATE/ADJUST TO GRADE
- ⑳ RELOCATE/ADJUST RAILROAD SIGNAL PULL BOX TO GRADE
- ㉑ INSTALL 4" SOLID WHITE LINE PER CALTRANS STD A20B, DETAIL 27B, WITH RAISED PAVEMENT MARKER, TYPE G SUPPLEMENT
- ㉒ INSTALL 12" WIDE LINE PER CALTRANS STD A24E
- ㉓ RELOCATE EXISTING SIGN, TO PROVIDE 4' CLEAR TRAVEL WAY, TYPE PER PLAN
- ㉔ PROTECT IN PLACE EXISTING SIGN, TYPE PER PLAN

LEGEND

- REMOVE CONCRETE
- CONCRETE
- SAWCUT/REMOVE AC PAVEMENT
- REMOVE/REPLACE EX. LANDSCAPING
- PAVED RAMP

- ㉕ REMOVE EXISTING CONCRETE SIDEWALK
- ㉖ REMOVE EXISTING AC DIKE
- ㉗ REMOVE/REPAIR/RELOCATE EXISTING LANDSCAPE IRRIGATION MAIN BEHIND SIDEWALK
- ㉘ REMOVE AND REPLACE EXISTING LANDSCAPE IN KIND
- ㉙ REMOVE EXISTING DOWN GUY - NOT USED
- ㉚ INSTALL CA MUTCD SIGN, AS NOTED



CALL TOLL FREE
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR.	DATE

DESIGNED BY: mh DRAWN BY: mh CHECKED BY: CWL



SEAL-DESIGN ENGINEER
PREPARED BY:
CARLETON W. LOCKWOOD JR., RCE 48935
APPROVED BY:
ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54031
DATE: 5/23/2018

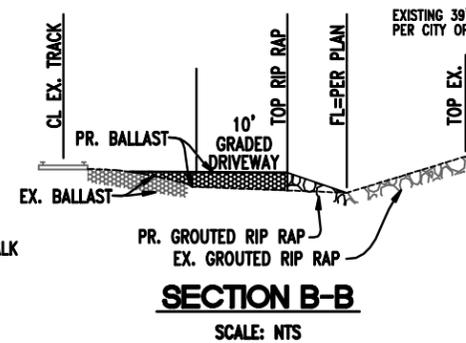
LOCKWOOD ENGINEERING COMPANY
380 WEST FOOTHILL BOULEVARD, SUITE F
RIALTO, CALIFORNIA 92376
(909) 875-5015
SCALE: AS NOTED
DATE: 5/23/2018
BENCH MARK: B.M. No. 022-08 ELEVATION=1210.483
DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE, 487 FEET EAST OF CENTERLINE CEDAR AVE.

CITY OF RIALTO
SIDEWALK IMPROVEMENT PLAN
CEDAR AVENUE
FOR: CITY OF RIALTO
CITY PROJECT NO. 130808
PLAN NO. **3** OF 13 SHEETS

CONSTRUCTION NOTES

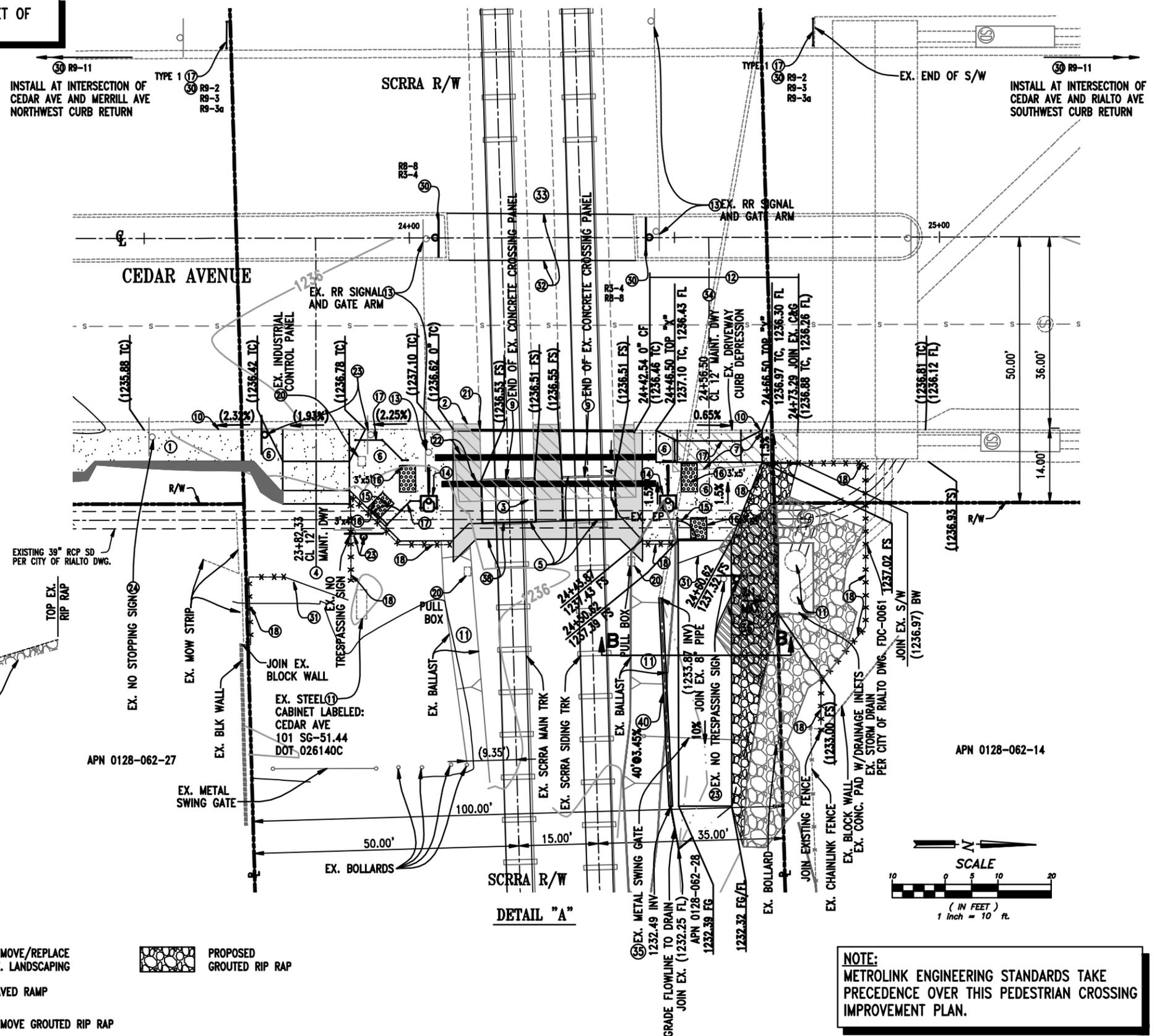
- 1 CONSTRUCT SIDEWALK PER CITY OF RIALTO STD. NO. SC-200 (MAINTAIN 4' CLEAR AROUND OBSTRUCTIONS)
- 2 CONSTRUCT ASPHALT PAVEMENT, REPLACEMENT PER SPPWC STD PLAN 133-3, CASE 1.
- 3 CONSTRUCT 8" AC PAVEMENT TO ACCOMMODATE INSTALLATION OF NEW GRADE CROSSING PANELS
- 4 CONSTRUCT DRIVE APPROACH PER CITY OF RIALTO STD NO. SC-211
- 5 INSTALL PRECAST CONCRETE PANELS PER SCRRRA STD PLAN ES4201 (BY SCRRRA)
- 6 CONSTRUCT 4" PCC SIDEWALK OVER 4" AB WITHIN SCRRRA R/W
- 7 SAWCUT AND REMOVE EXISTING AC PAVEMENT
- 8 RELOCATE EXISTING IRRIGATION BOX AND VALVE BEHIND SIDEWALK
- 9 PROTECT IN PLACE - CONCRETE CROSSING PANELS
- 10 PROTECT IN PLACE - CURB AND GUTTER
- 11 PROTECT IN PLACE - TYPE PER PLAN
- 12 REMOVE AND REPLACE EXISTING 8" CURB AND GUTTER PER CITY OF RIALTO STD. NO. SC-200
- 13 PROTECT IN PLACE RAILROAD ACTIVE WARNING DEVICE
- 14 INSTALL PEDESTRIAN ACTIVE WARNING DEVICE WITH ARM LENGTH OF 5' (BY SCRRRA)
- 15 INSTALL SELF CLOSING SWING GATE ASSEMBLY PER SCRRRA STD PLAN ES4002
- 16 INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSION PER PLAN
- 17 CONSTRUCT HAND RAILING PER SCRRRA STD PLAN ES4005, TYPE B, UNLESS OTHERWISE NOTED
- 18 CONSTRUCT 4' HIGH, 1" MESH FABRIC CHAIN LINK FENCE PER SCRRRA STD PLAN ES5106
- 19 RELOCATE/ADJUST TO GRADE
- 20 RELOCATE/ADJUST RAILROAD SIGNAL PULL BOX TO GRADE (BY OTHERS)
- 21 INSTALL 4" SOLID WHITE LINE PER CALTRANS STD A20B, DETAIL 27B, WITH RAISED PAVEMENT MARKER, TYPE G SUPPLEMENT
- 22 INSTALL 12" WIDE LINE PER CALTRANS STD A24E
- 23 RELOCATE EXISTING SIGN, TO PROVIDE 4' CLEAR TRAVEL WAY, TYPE PER PLAN
- 24 PROTECT IN PLACE EXISTING SIGN, TYPE PER PLAN
- 25 REMOVE EXISTING CONCRETE SIDEWALK
- 26 REMOVE EXISTING AC DIKE
- 27 REMOVE/REPAIR/RELOCATE EXISTING LANDSCAPE IRRIGATION MAIN BEHIND SIDEWALK
- 28 REMOVE AND REPLACE EXISTING LANDSCAPE IN KIND
- 29 REMOVE EXISTING DOWN GUY - NOT USED
- 30 INSTALL CA MUTCD SIGN, AS NOTED
- 31 INSTALL 12'-0" CHAIN LINK GATE PER SCRRRA STD PLAN ES5106. GATE SHALL BE 4' HIGH
- 32 REFRESH EXISTING PAINTED MEDIAN STRIPING PER CALTRANS DETAIL 29
- 33 REPLACE EXISTING CONCRETE CROSSING PANELS (BY SCRRRA)
- 34 CONSTRUCT 12' DRIVEWAY PER DETAILS ON SHEET 2
- 35 REMOVE EXISTING METAL GATE AND POSTS
- 36 REMOVE AND REPLACE GROUDED RIP RAP PER PLAN
- 37 ROUGH GRADE ACCESS DRIVEWAY
- 38 INSTALL PAVED END RAMP PER SCRRRA STDS.
- 39 INSTALL BALLAST (BY SCRRRA)
- 40 INSTALL 8" SCHEDULE 80 PVC DRAIN PIPE

NOTE:
NO WORK ON RAILROAD OR WITHIN 20 FEET OF NEAREST RAIL WITHOUT SCRRRA APPROVAL



LEGEND

	REMOVE CONCRETE		REMOVE/REPLACE EX. LANDSCAPING		PROPOSED GROUDED RIP RAP
	CONCRETE		PAVED RAMP		REMOVE GROUDED RIP RAP
	SAWCUT/REMOVE AC PAVEMENT				



NOTE:
METROLINK ENGINEERING STANDARDS TAKE PRECEDENCE OVER THIS PEDESTRIAN CROSSING IMPROVEMENT PLAN.

UNDERGROUND SERVICE ALERT

CALL TOLL FREE
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR. DATE

DESIGNED BY: mh DRAWN BY: mh CHECKED BY: CWL

SEAL-DESIGN ENGINEER

PREPARED BY:
CARLETON W. LOCKWOOD JR., RCE 48935

APPROVED BY:
ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54831

DATE: 5/23/2018

LOCKWOOD ENGINEERING COMPANY

380 WEST FOOTHILL BOULEVARD, SUITE F
RIALTO, CALIFORNIA 92376
(909) 875-5015

SCALE: AS NOTED

DATE: 5/23/2018

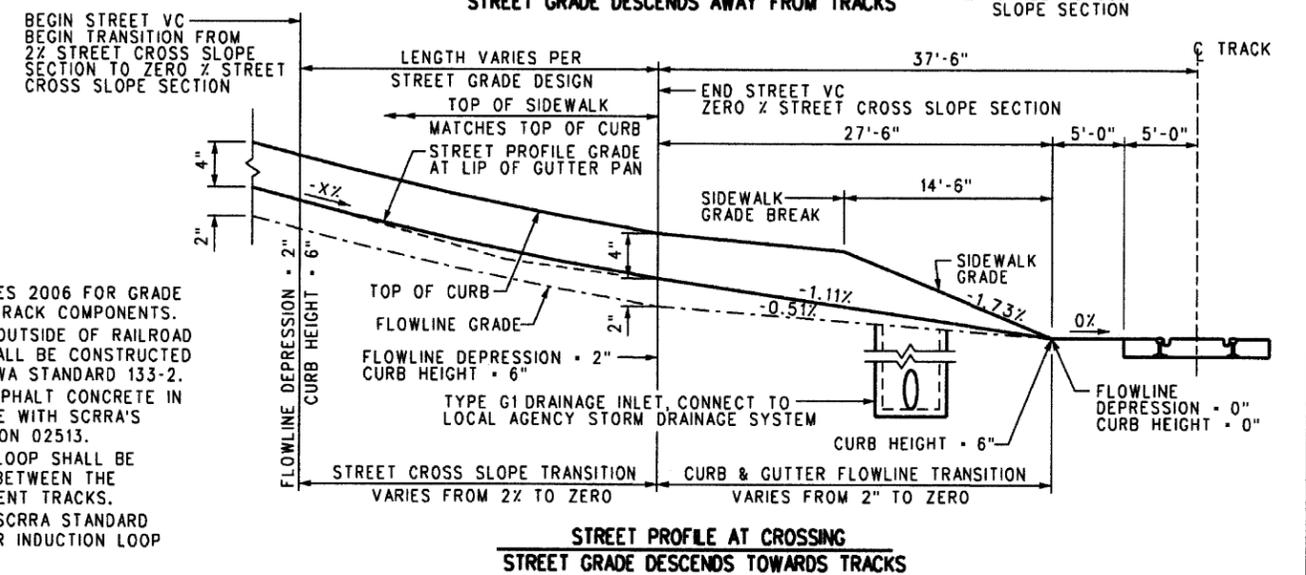
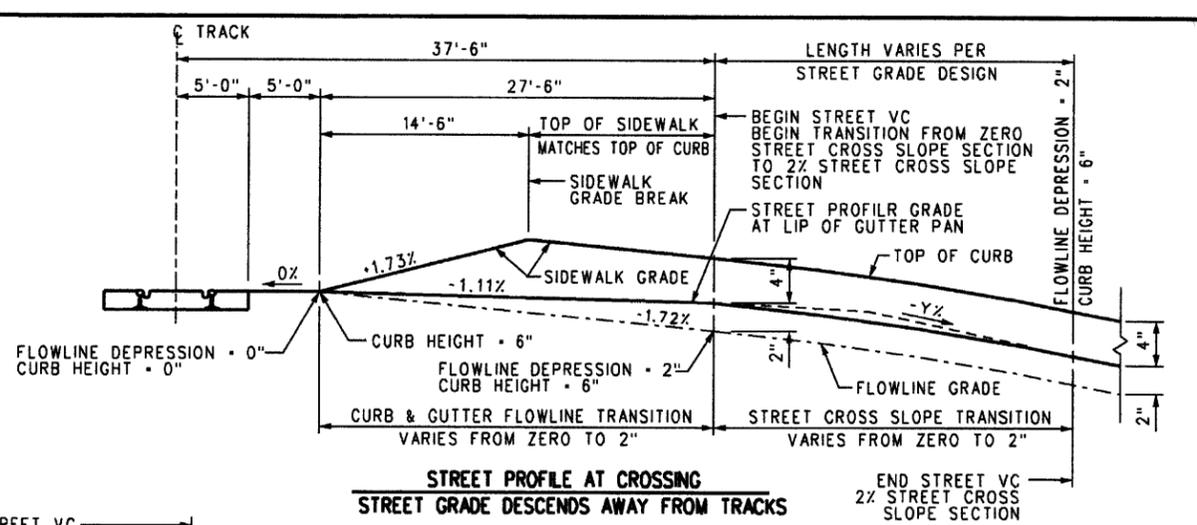
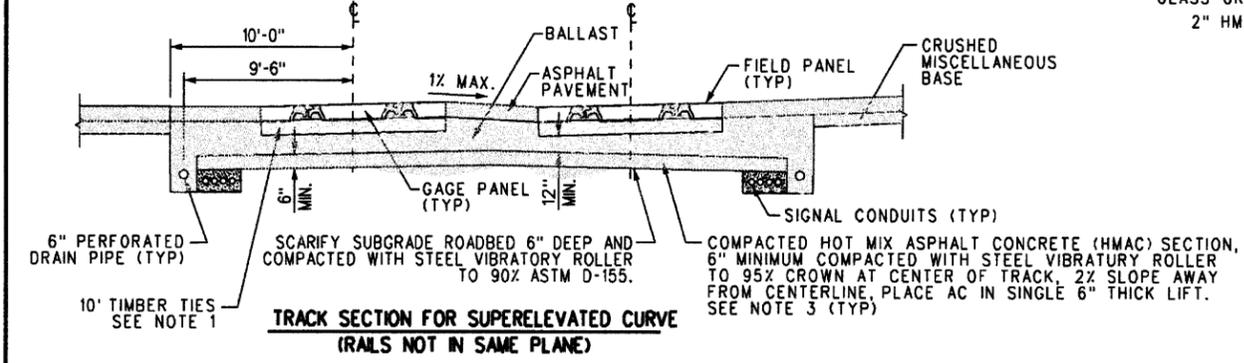
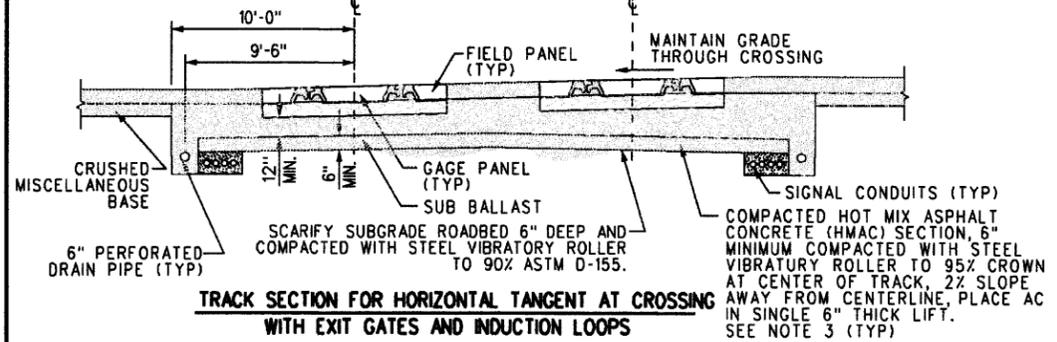
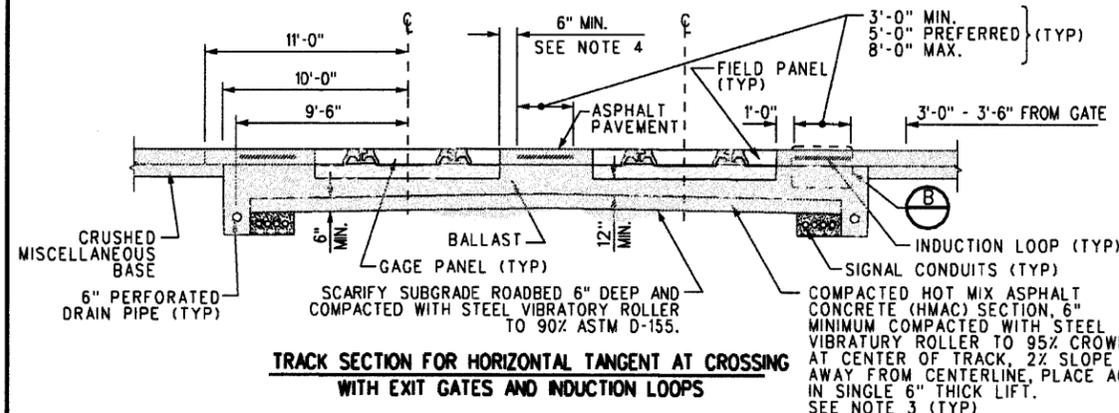
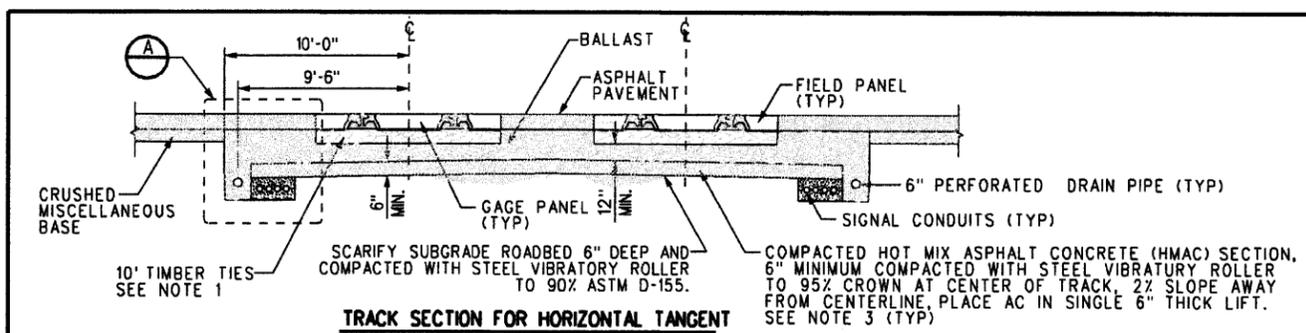
BENCH MARK: B.M. No. 022-98 ELEVATION=1210.483
DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE, 497 FEET EAST OF CENTERLINE CEDAR AVE.

CITY OF RIALTO

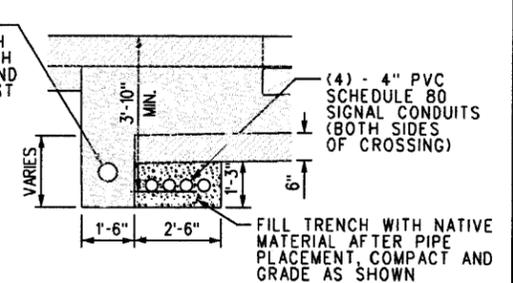
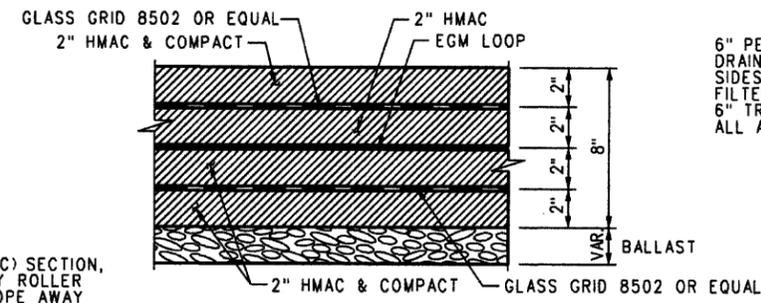
PEDESTRIAN CROSSING IMPROVEMENT PLAN
SCRRRA AND CEDAR AVENUE

FOR: CITY OF RIALTO

CITY PROJECT NO. 130808 PLAN NO. 4 OF 13 SHEETS



- NOTES:
- REFER TO ES 2006 FOR GRADE CROSSING TRACK COMPONENTS.
 - PAVEMENT OUTSIDE OF RAILROAD TRACKS SHALL BE CONSTRUCTED AS PER APWA STANDARD 133-2.
 - HOT MIX ASPHALT CONCRETE IN ACCORDANCE WITH SCRRRA'S SPECIFICATION 02513.
 - INDUCTION LOOP SHALL BE CENTERED BETWEEN THE TWO ADJACENT TRACKS.
 - REFER TO SCRRRA STANDARD ESB405 FOR INDUCTION LOOP DETAILS.



REV.	DATE	DESCRIPTION	DES.	ENG.
X	XX-XX-XX	REVISION	XX	XX

DRAWN BY: A. CARLOS DATE: 03/31/2011
 ASSISTANT DIRECTOR STANDARDS & DESIGN
 DIRECTOR OF ENGINEERING AND CONSTRUCTION

METROLINK
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 ONE GATEWAY PLAZA, 12TH FLOOR, L.A., CA. 90012

ENGINEERING STANDARDS	STANDARD 4001
HIGHWAY-RAIL GRADE CROSSING TYPICAL SECTIONS	SCALE: NTS
	REVISION SHEET 1 OF 1
	CADD FILE: ES4001

User Name: carlosa Date Plotted: 10/5/2011 2:25:45 PM Plot Driver: S:\Plot Drivers\pdf.plt

MARK	REVISIONS	APPR. DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL

SEAL-DESIGN ENGINEER
 PREPARED BY: CARLETON W. LOCKWOOD JR, RCE 45935
 APPROVED BY: ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54051

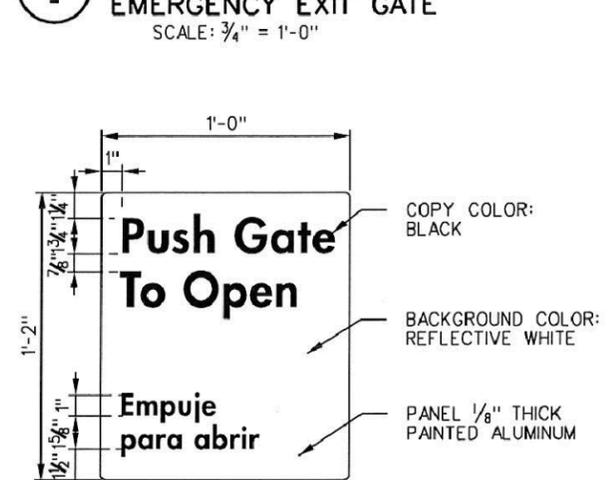
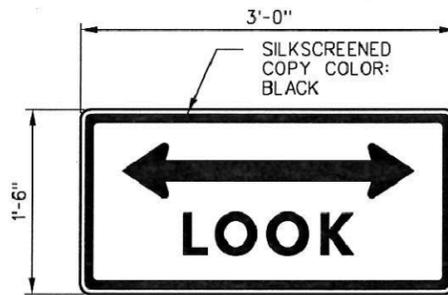
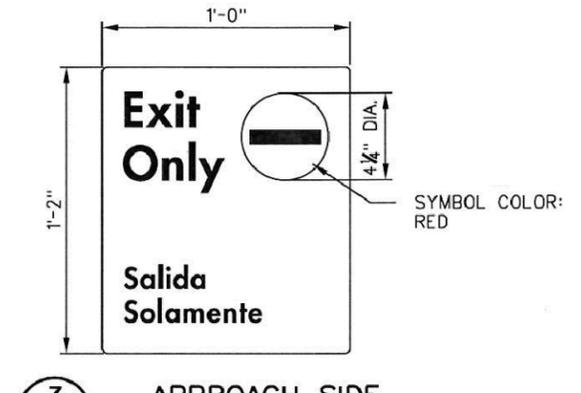
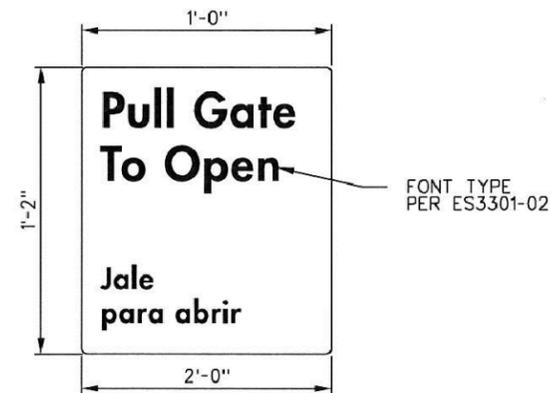
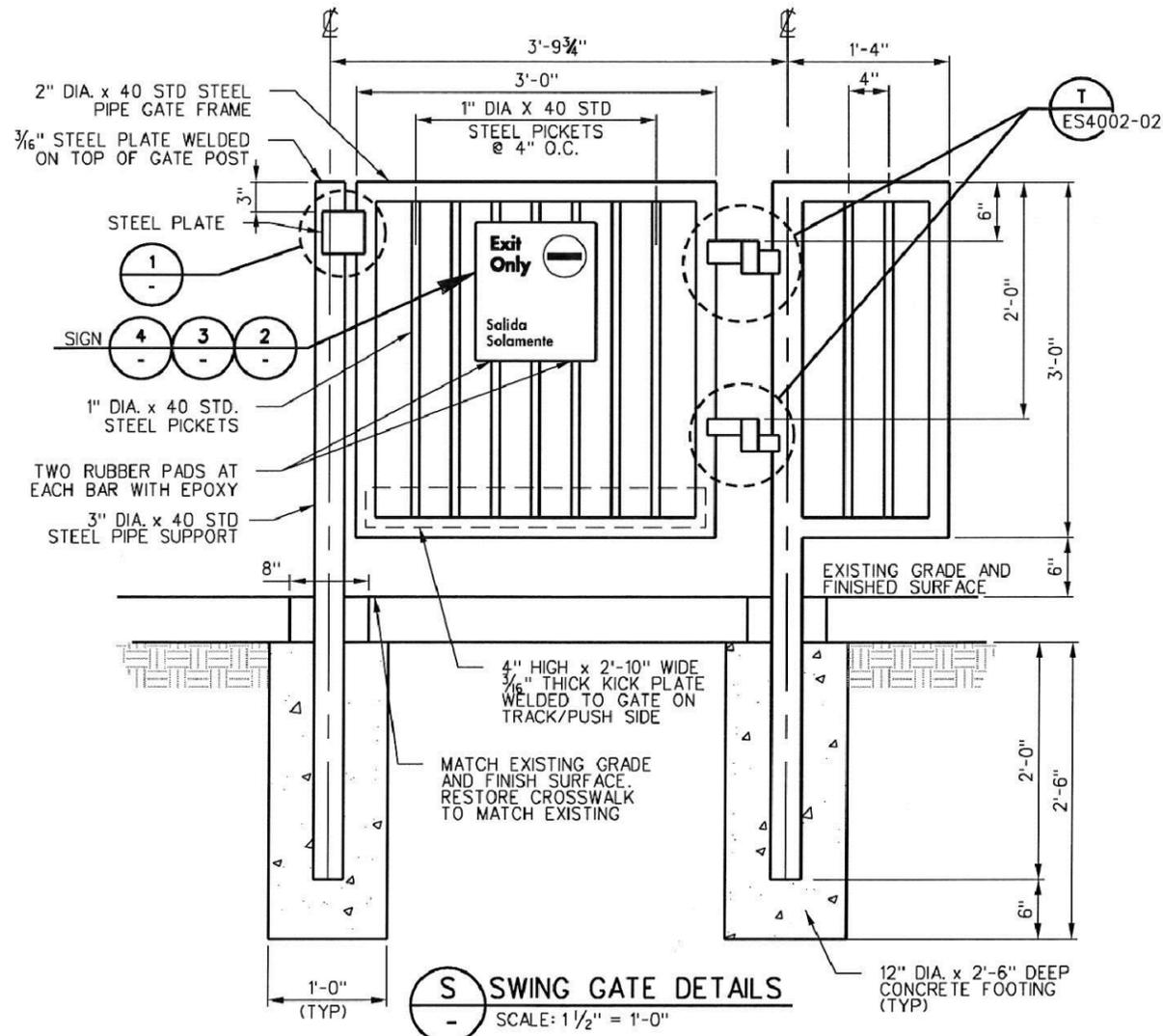
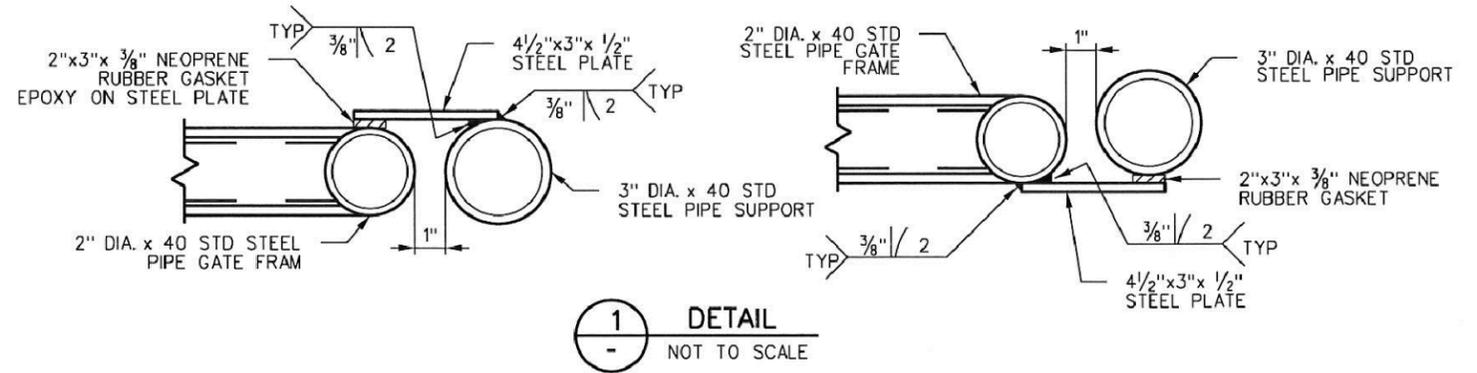
LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376 (909) 875-5015
 SCALE: AS NOTED
 DATE: 5/23/2018

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS
 FOR: CITY OF RIALTO CITY PROJECT NO. 130808 PLAN No. _____

UNDERGROUND SERVICE ALERT
 CALL-TOLL FREE 1-800-227-2800
 TWO WORKING DAYS BEFORE YOU DIG

NOTES:

1. A DUPLEX SYSTEM (PAINT OR POWDER COAT OVER GALVANIZING) SHALL BE USED FOR THE SWING GATE ASSEMBLY AND HAND RAILING. AFTER FABRICATION AND SURFACE PREPARATION, THE SWING GATE ASSEMBLY AND HANDRAILING SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 (PRODUCTS) AND A153 (HARDWARE). COATING WHICH HAS BEEN SHOP OR FIELD CUT, BURNED BY WELDING OR DAMAGED SHALL BE REPAIRED OR RE-COATED IN ACCORDANCE WITH ASTM A780.
2. AFTER CLEANING AND PROFILING GALVANIZED SURFACE IN ACCORDANCE WITH ASTM D6386, THE SWING GATE ASSEMBLY AND HANDRAILING SHALL BE PAINTED OR POWDERCOATED WITH A ZINC-RICH PRIME COAT, HIGH PERFORMANCE FIRST COAT AND ACRYLIC TOP COAT. THE PAINT COLOR SHALL BE FEDERAL COLOR NO. FS34092 UNLESS NOTED OTHERWISE.
3. SWING GATE WILL BE INSTALLED AFTER SIDEWALK HAS BEEN CONSTRUCTED.



- NOTES:**
- * MAY BE MOUNTED ON SEPARATE POST
 - 1. 3M EXTERIOR GRADE VINYL DIE CUT SHEETING, COLOR: WHITE
 - 2. SEAL SIGN WITH TRANSPARENT ANTI-GRAFFITIFILM.
 - 3. FOR ADDITIONAL SIGN DETAILS SEE ES3318 AND ES3319.

REV.	DATE	DESCRIPTION	DES.	ENG.
C	10-14-16	REVISED DETAIL 2 NOTE	AC	NDP
B	11-01-13	ADD NOTE 3, REVISE FOOTINGS	AC	NDP
A	5/22/12	ADD KICK PLATE TO DETAIL S	AC	NDP

DRAWN BY: A. CARLOS DATE: 03/31/2011
 ASSISTANT DIRECTOR: STANDARDS & DESIGN
 DIRECTOR OF ENGINEERING AND CONSTRUCTION

SCRRRA ENGINEERING STANDARDS ARE INTENDED FOR SCRRRA APPROVED USES ONLY. FOR NON-SCRRRA APPROVED USES: SCRRRA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION CONTAINED HEREIN. THE SELECTION AND USE OF THESE STANDARDS IS THE SOLE RESPONSIBILITY OF THE USER AND SHOULD NOT BE USED WITHOUT CONSULTING A REGISTERED PROFESSIONAL ENGINEER. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND ARE DISCLAIMED. ANYONE MAKING USE OF THIS INFORMATION AGREES THAT IT ASSUMES ALL LIABILITY ARISING FROM SUCH USE. NO PART OF THESE STANDARDS SHOULD BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF SCRRRA. ALL RIGHTS RESERVED.

METROLINK
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 ONE GATEWAY PLAZA, 12TH FLOOR, L. A., CA. 90012

ENGINEERING STANDARDS	STANDARD 4002
PEDESTRIAN SWING GATE DETAILS	SCALE: AS NOTED
	REVISION SHEET C 1 OF 2
	CADD FILE: ES4002-01



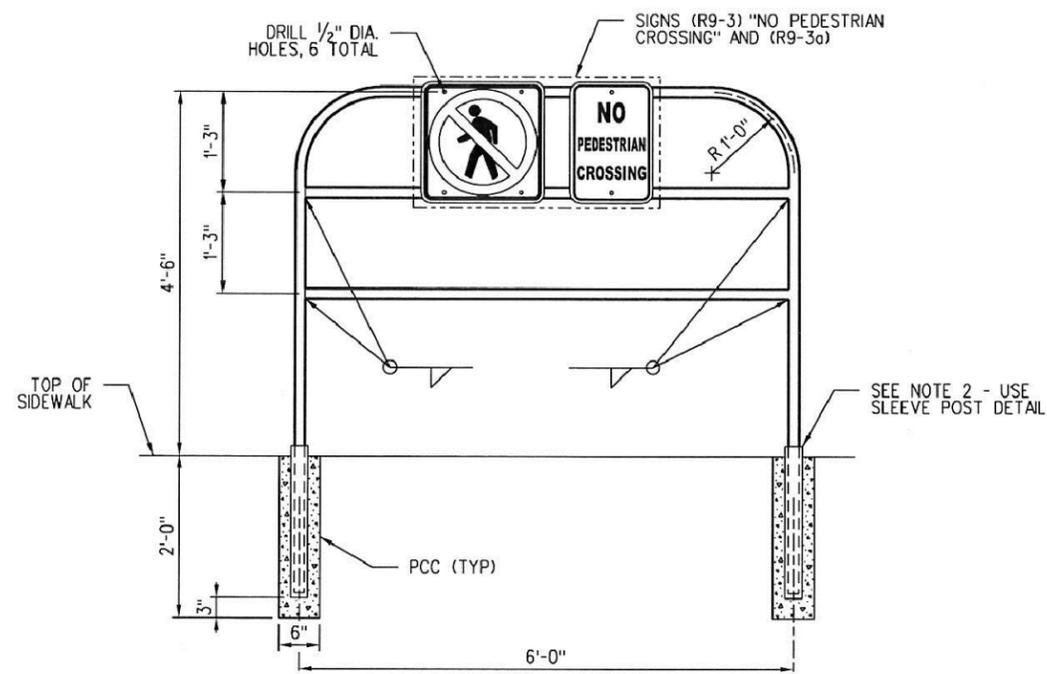
MARK	REVISIONS	APPR. DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL



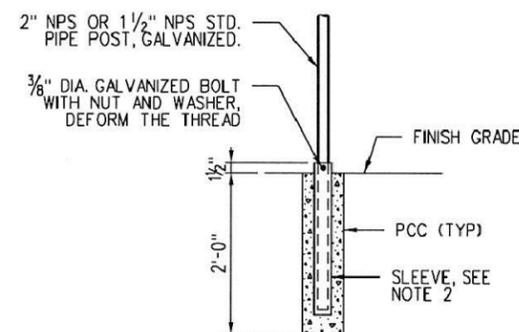
PREPARED BY: CARLETON W. LOCKWOOD JR, RCE 45935 DATE: _____
 APPROVED BY: ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54851 DATE: 5/23/2018

LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376 (909) 875-5015
 SCALE: AS NOTED
 DATE: 5/23/2018
 BENCH MARK: B.M. No. 022-08 ELEVATION=1210.483
 DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE METROLINK AVE., 487 FEET EAST OF CENTERLINE CEDAR AVE.

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS
 FOR: CITY OF RIALTO CITY PROJECT NO. 130808 PLAN No. _____
 7 OF 14 SHEETS



TYPE 1

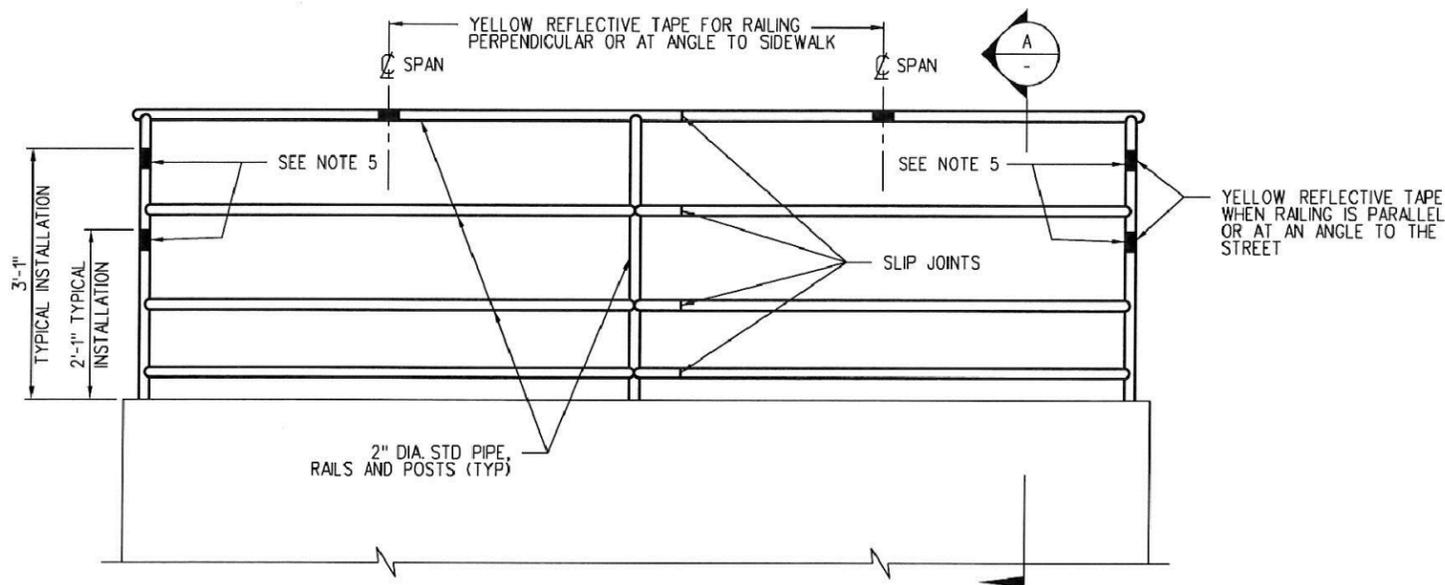


SLEEVE POST DETAIL

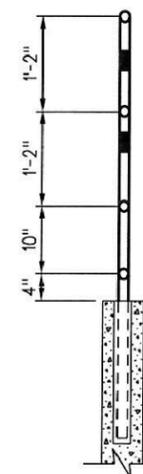
NOTES:

1. PEDESTRIAN BARRICADE SHALL BE AS PER CALTRANS PLAN ES-7P AND AS MODIFIED HEREWITH.
2. PIPE POST TO BE SET 2'-6" BACK FROM FACE OF CURB UNLESS OTHERWISE SPECIFIED.
3. STEEL SLEEVE TO BE CONSTRUCTED WITH A DIAMETER OF 1/8" LARGER THAN POST WALL THICKNESS OF SLEEVE TO BE SAME AS POST OR LARGER.
4. CONTRACTOR MAY SUBMIT ALTERNATIVE DETAILS FOR APPROVAL BY SCRRA.
5. FOR MINIMUM PIPE DIAMETERS AND WALL THICKNESS REFER TO ASTM A6M.
6. THE LOCATION OF BARRICADE SHALL BE COORDINATED WITH LOCAL AUTHORITY AND SCRRA.
7. THE "NO CROSSING (R9-3) AND "NO PEDESTRIAN CROSSING" (R9-3a) SIGNS AS PER CA MUTCD SHALL BE INSTALLED AT APPROPRIATE LOCATIONS AS NEEDED.
8. HANDRAIL SHALL BE PAINTED OR POWDERCOATED WITH A ZINC-RICH PRIME COAT, HIGH PERFORMANCE FIRST COAT AND ACRYLIC TOP COAT. THE PAINT COLOR SHALL BE FEDERAL COLOR NO. FS34092 UNLESS NOTED OTHERWISE.

PEDESTRIAN BARRICADE DETAILS



TYPE B



SECTION A

NOTES:

1. METAL HAND RAILING SHALL BE AS PER APWA STANDARD PLAN 600-2, "TYPE B" AND AS MODIFIED HEREWITH.
2. RAILS, POSTS AND PICKETS SHALL BE GALVANIZED STEEL PIPE.
3. MAXIMUM SPACING OF POSTS SHALL BE 8'-0" ON STRAIGHT ALIGNMENTS, AND 6'-0" ON CURVED ALIGNMENTS WITH LESS THAN 30' RADIUS. MAKE SPACING UNIFORM BETWEEN CHANGES IN ALIGNMENTS.
4. WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND.
5. INSTALL HIGH VISIBILITY YELLOW REFLECTIVE TAPE 3" x 3".
6. HANDRAIL SHALL BE PAINTED OR POWDERCOATED WITH A ZINC-RICH PRIME COAT, HIGH PERFORMANCE FIRST COAT AND ACRYLIC TOP COAT. THE PAINT COLOR SHALL BE FEDERAL COLOR NO. FS34092 UNLESS NOTED OTHERWISE.

METAL HAND RAILING DETAILS

DRAWN BY: A. CARLOS DATE: 03/31/2011 SCRRA ENGINEERING STANDARDS ARE INTENDED FOR SCRRA APPROVED USES ONLY. FOR NON-SCRRA APPROVED USES, SCRRA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF

ENGINEERING STANDARDS

STANDARD 4005



MARK	REVISIONS	APPR. DATE

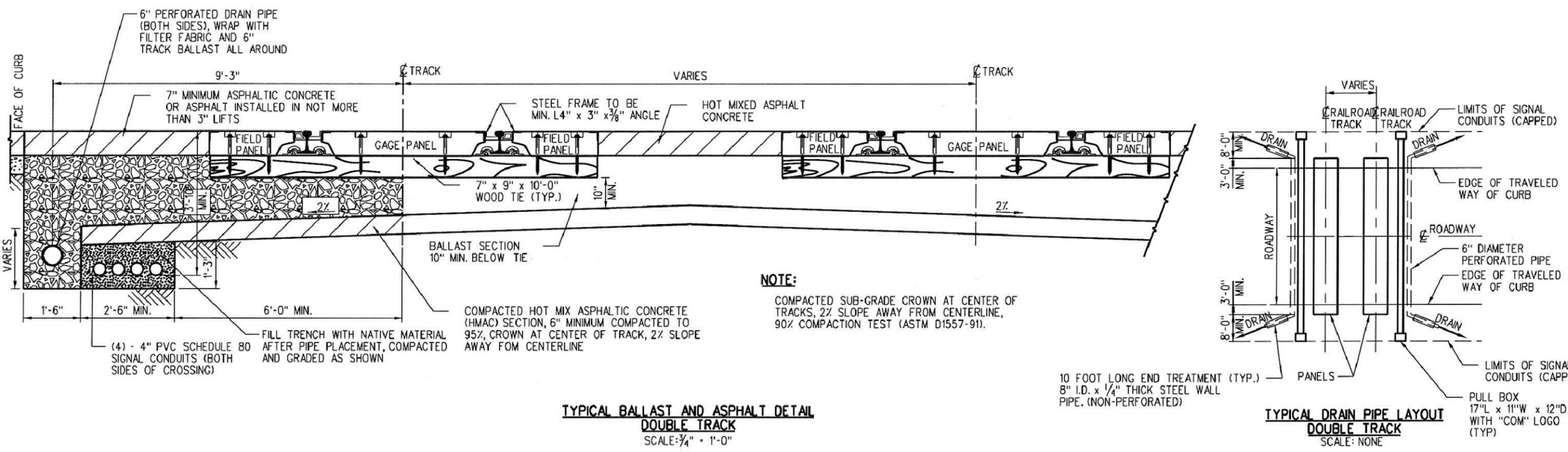
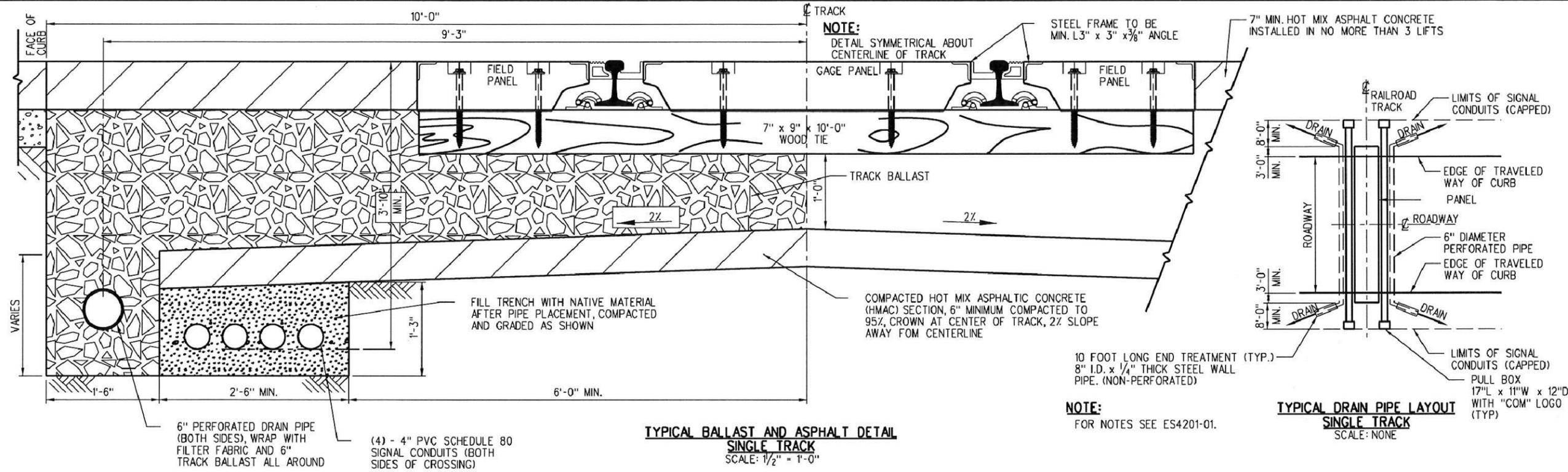
DESIGNED BY: mh DRAWN BY: mh CHECKED BY: CWL



PREPARED BY: CARLETON W. LOCKWOOD JR, RCE 45935 DATE: _____
 APPROVED BY: ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54051 DATE: 5/23/2018

LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376
 (909) 875-5015
 SCALE: AS NOTED
 BENCH MARK: B.M. No. 022-08 ELEVATION=1210.483
 DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAM,
 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE,
 487 FEET EAST OF CENTERLINE CEDAR AVE.

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS
 FOR: CITY OF RIALTO CITY PROJECT NO. 130808 PLAN No. _____



REV.	DATE	DESCRIPTION	DES.	ENG.
B	06-19-15	ADDED PULLBOX TO DRAIN PIPE LAYOUTS	AC	NDP
A	03-14-12	REVISED FIELD AND GAGE RUBBER	AC	NDP

DRAWN BY: A. CARLOS DATE: 03/31/2011

 ASSISTANT DIRECTOR STANDARDS & DESIGN
 DIRECTOR OF ENGINEERING AND CONSTRUCTION

SCRR ENGINEERING STANDARDS ARE INTENDED FOR SCRR APPROVED USES ONLY. FOR NON-SCRR APPROVED USES, SCRR SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION CONTAINED HEREIN. THE SELECTION AND USE OF THESE STANDARDS IS THE SOLE RESPONSIBILITY OF THE USER AND SHOULD NOT BE USED WITHOUT CONSULTING A REGISTERED PROFESSIONAL ENGINEER. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND ARE DISCLAIMED. ANYONE MAKING USE OF THIS INFORMATION AGREES THAT IT ASSUMES ALL LIABILITY ARISING FROM SUCH USE. NO PART OF THESE STANDARDS SHOULD BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF SCRR. ALL RIGHTS RESERVED.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 ONE GATEWAY PLAZA, 12TH FLOOR, L.A., CA. 90012

ENGINEERING STANDARDS
 PRECAST CONCRETE PANELS
 FOR HIGHWAY - RAIL GRADE CROSSING

STANDARD	4201
SCALE:	AS NOTED
REVISION	SHEET
B	2 OF 3
CADD FILE:	ES4201-02

UserName-> corlona Date Plotted: 7/23/2015 12:37:11 PM Plot Driver-> S:\Plot Drivers\practice.pdf.plt

FileName-> S:\V8EngStds\Revisions in progress\ES4201-02_revB.dgn

UNDERGROUND SERVICE ALERT
 CALL-TOLL FREE
 1-800-227-2800
 TWO WORKING DAYS BEFORE YOU DIG

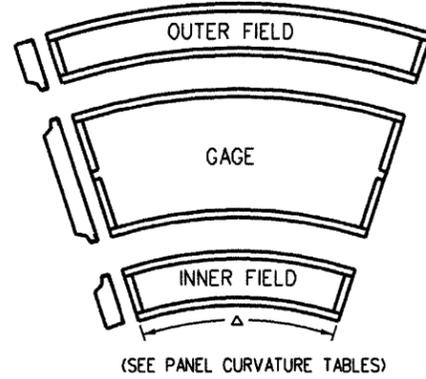
MARK	REVISIONS	APPR. DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL

SEAL-DESIGN ENGINEER

PREPARED BY:
 CARLETON W. LOCKWOOD JR, RCE 45935 DATE: _____
 APPROVED BY:
 ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54851 DATE: _____

LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376
 (909) 875-5015
 SCALE: AS NOTED
 DATE: 5/20/2018
 BENCH MARK: B.M. No. 022-08 ELEVATION=1210.483
 DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE, 487 FEET EAST OF CENTERLINE CEDAR AVE.

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS
 FOR: CITY OF RIALTO CITY PROJECT NO. 130808 PLAN No. _____



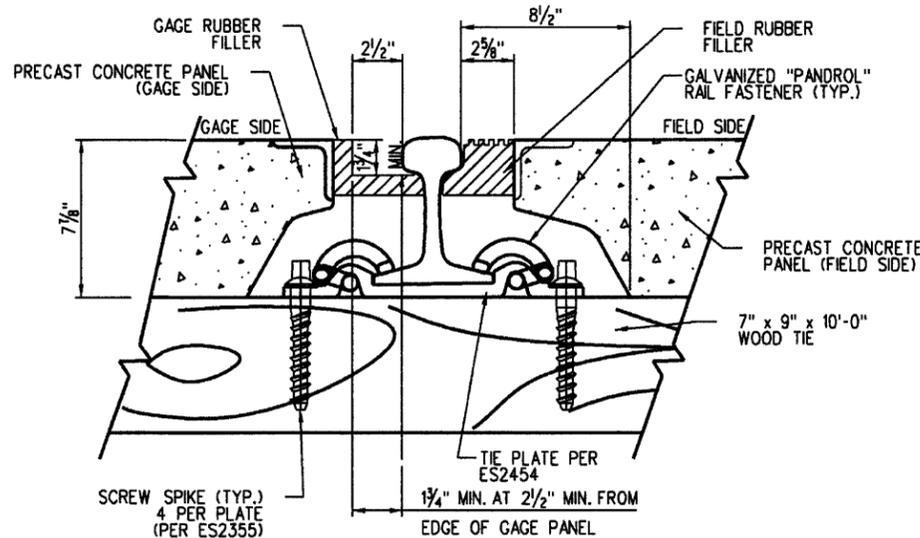
CURVATURE TABLE (ON CONCRETE TIES)			
DEGREE OF CURVE	RADIUS IN FEET	Δ	CURVE PANEL?
2° OR LESS	2865'	0.20°	NO
3°	1910'	0.30°	YES
4°	1433'	0.40°	YES
5°	1146'	0.50°	YES
6°	955'	0.60°	YES
7°	819'	0.70°	YES
8°	717'	0.80°	YES
9°	637'	0.90°	YES
10°	574'	1.00°	YES
11°	522'	1.10°	YES
12°	478'	1.20°	YES
13°	442'	1.30°	YES
14°	410'	1.40°	YES

CURVATURE TABLE (ON WOOD TIES)			
DEGREE OF CURVE	RADIUS IN FEET	Δ	CURVE PANEL?
3° OR LESS	1910'	0.24°	NO
4°	1433'	0.32°	YES
5°	1146'	0.40°	YES
6°	955'	0.48°	YES
7°	819'	0.56°	YES
8°	717'	0.66°	YES
9°	637'	0.74°	YES
10°	574'	0.82°	YES
11°	522'	0.90°	YES
12°	478'	0.98°	YES
13°	442'	1.06°	YES
14°	410'	1.14°	YES

NOTES:

- A. A CURVED PANEL IS A PANEL THAT IS PIE SHAPED WITH A LONGER OUTER LENGTH THAN THE INNER LENGTH WITH TRUE RADIUS OUTER AND INNER STEEL.
- B. CURVED PANELS USE STANDARD REINFORCEMENT SIMILAR TO TANGENT PANEL STANDARD REINFORCEMENT.
- C. LAG HOLES MUST LINE UP WITH THE CENTERLINE OF TIES.

**CURVED CONCRETE PANELS
DETAIL 5**



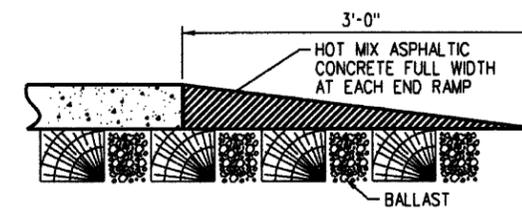
NOTES:

- A. VENDOR SHALL SUBMIT PRE-ATTACHED FLANGWAY FILLER DESIGN AND DETAILS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- B. SHUNT RESISTANT RUBBER FILLERS BOLTED TO STEEL FRAME ON 12" CENTERS.
- C. LAG-DOWN CONCRETE PANELS WITH PRE-ATTACHED RUBBER FILLER COMES IN STANDARD LENGTHS OF 8'-1/2".

DETAIL 6

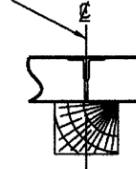
NOTE:

FOR NOTES SEE ES4201-01.

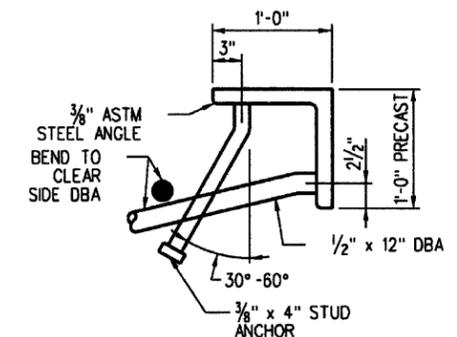


**PAVED END RAMP
DETAIL 7**

JOINTS BETWEEN PANELS MUST REST ON CENTERLINE OF TIES



**JOINT BETWEEN PANELS
DETAIL 8**



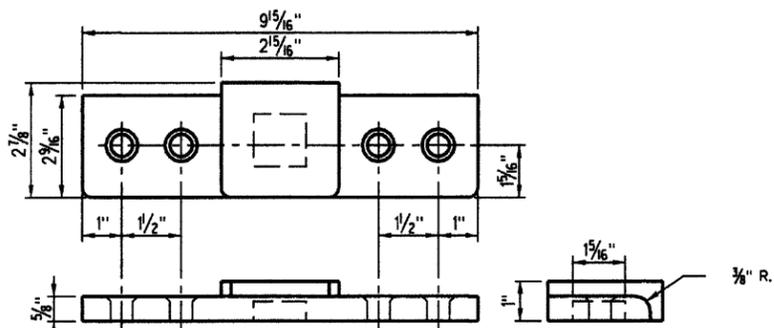
NOTE:

DBA - DEFORMED BAR ANCHOR

**END FRAME
DETAIL 9**

NOTE:

ALL RADII TO BE 1/4" EXCEPT WHERE NOTED.



**TYPICAL SHUNT SPACER
DETAIL 10**

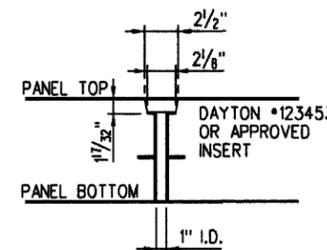


LIFTING INSERTS SHALL BE DESIGNED WITH A MINIMUM SAFETY FACTOR=4. PROFESSIONAL ENGINEER STAMPED AND SEALED DETAILS AND DESIGN CALCULATIONS MUST BE SUBMITTED TO THE SCRRR DIRECTOR OF ENGINEERING AND CONSTRUCTION FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

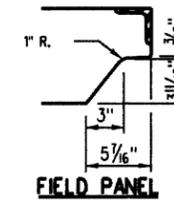
LIFTING INSERTS SHALL BE MECHANICALLY GALVANIZED OR SIMILARLY PROTECTED AGAINST CORROSION.

LIFTING DEVICES SHALL BE USABLE WITH BURKE OR DAYTON 5-TON CLUTCH SYSTEMS.

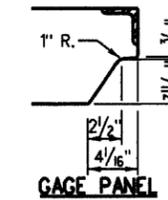
**TYPICAL LIFTING DEVICE
AND BLOCKOUT
DETAIL 11**



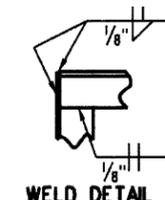
**LAG HOLE DETAIL
DETAIL 12**



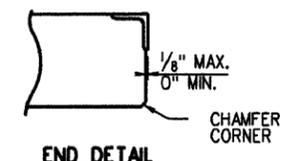
FIELD PANEL



GAGE PANEL



WELD DETAIL



END DETAIL

TYPICAL ANGLE DETAILS

REV.	DATE	DESCRIPTION	DES.	ENG.
B	3-07-14	REVISED GAUGE RUBBER DETAILS	AC	NDP
A	3-14-12	REVISED DETAIL 6	AC	NDP

DRAWN BY: A. CARLOS DATE: 03/31/2011
 ASSISTANT DIRECTOR STANDARDS & DESIGN
 WILLIAM DEAN
 DIRECTOR OF ENGINEERING AND CONSTRUCTION

SCRRR ENGINEERING STANDARDS ARE INTENDED FOR SCRRR APPROVED USES ONLY. FOR NON-SCRRR APPROVED USES, SCRRR SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION CONTAINED HEREIN. THE SELECTION AND USE OF THESE STANDARDS IS THE SOLE RESPONSIBILITY OF THE USER AND SHOULD NOT BE USED WITHOUT CONSULTING A REGISTERED PROFESSIONAL ENGINEER. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND ARE DISCLAIMED. ANYONE MAKING USE OF THIS INFORMATION AGREES THAT IT ASSUMES ALL LIABILITY ARISING FROM SUCH USE. NO PART OF THESE STANDARDS SHOULD BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF SCRRR. ALL RIGHTS RESERVED.



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 ONE GATEWAY PLAZA, 12TH FLOOR, L. A., CA. 90012

ENGINEERING STANDARDS

PRECAST CONCRETE PANELS FOR HIGHWAY - RAIL CROSSING

STANDARD	4201
SCALE	NTS
REVISION	SHEET
B	3 OF 3
CADD FILE	ES4201-03



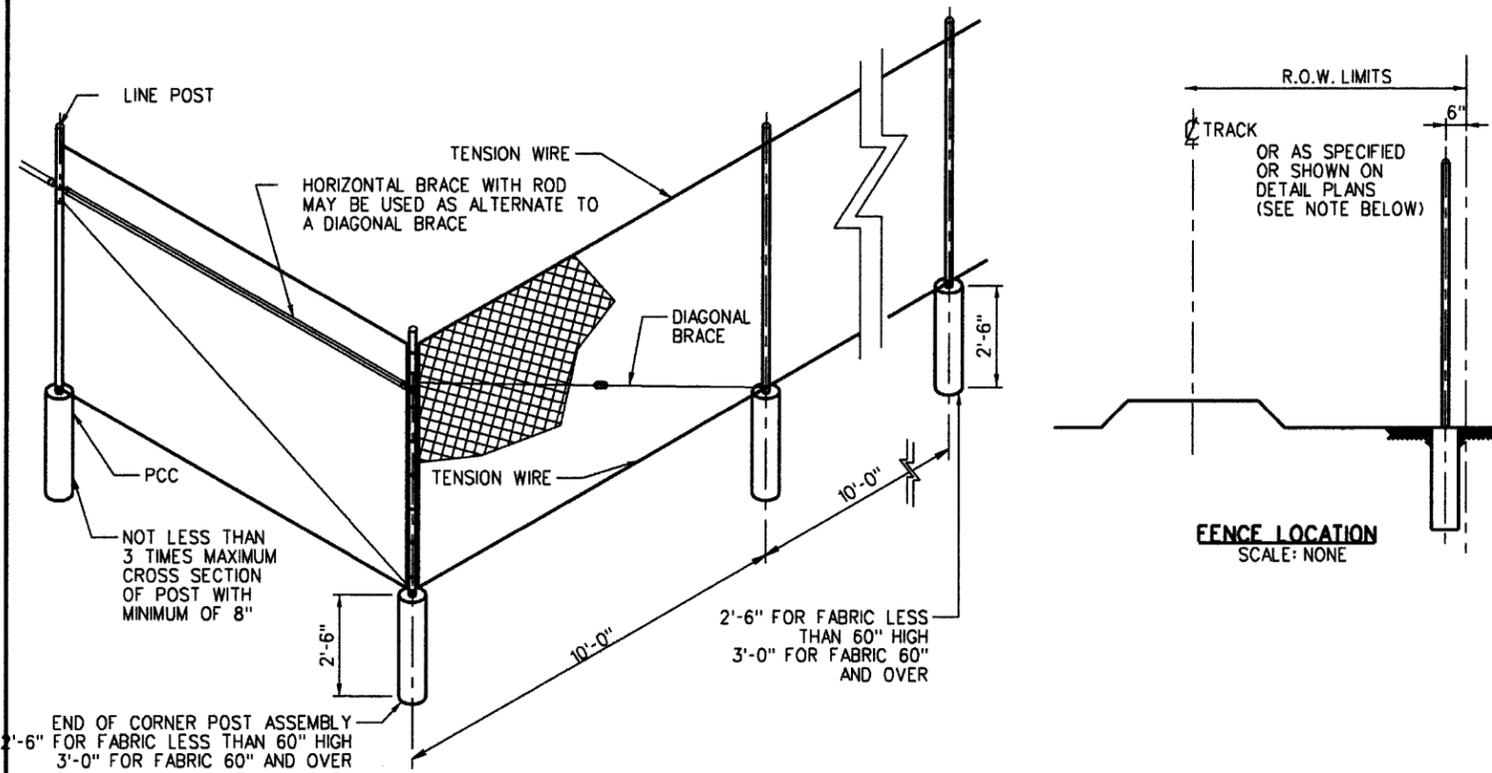
MARK	REVISIONS	APPR. DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL



PREPARED BY: CARLETON W. LOCKWOOD JR, RCE 45935 DATE: _____
 APPROVED BY: ROBERT G. EISENBERGZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54851 DATE: 5/23/2018

LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376
 (909) 875-5015
 SCALE: AS NOTED
 DATE: 5/23/2018

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS
 FOR: CITY OF RIALTO
 CITY PROJECT NO. 130808 PLAN No. _____



NOTES:

1. THE TABLE BELOW SHOWS EXAMPLE OF POST AND BRACE SECTIONS WHICH MAY COMPLY WITH THE SPECIFICATIONS.
2. SECTIONS SHOWN IN THE TABLES MUST ALSO COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS.
3. OTHER SECTIONS WHICH COMPLY WITH THE STRENGTH REQUIREMENTS AND OTHER PROVISIONS OF THE SPECIFICATIONS MAY BE USED ON APPROVAL OF SCRRRA.
4. OPTIONS EXERCISED SHALL BE UNIFORM ON ANY ONE PROJECT.
5. DIMENSIONS SHOWN ARE NOMINAL.
6. WIRE GAGE TO BE 11 GA. FOR FENCES 6'-0" AND LESS AND 9 GA. FOR FENCES OVER 6'-0" AS DETERMINED BY FIELD CONDITIONS.
7. FOR ADDITIONAL INFORMATION REFER TO CAL TRANS STANDARD SPECIFICATIONS GENERAL PROVISIONS SECTION 80, RIGHT OF WAY AND TRAFFIC CONTROL FACILITIES - FENCING.
8. FENCE POSTS SHALL BE SET IN CONCRETE FOOTINGS INTO SUITABLE SOIL CONFORMING TO THE DETAILS SHOWN ON THIS DRAWING AND CROWNED AT THE TOP TO SHED WATER.
9. PORTLAND CEMENT CONCRETE FOR METAL POST FOOTINGS AND FOR DEADMEN SHALL BE PRODUCED FROM COMMERCIAL QUALITY AGGREGATES AND CEMENT AND SHALL CONTAIN NOT LESS THAN 275KG OF CEMENT PER CUBIC METER.
10. FENCE FABRIC SHALL BE WOVEN INTO 1" MESH.

FENCE SELECTION CRITERIA

1. CHAIN LINK FENCING SHALL BE USED ONLY FOR MAINTENANCE OF EXISTING CHAIN LINK FENCES.
2. WELDED WIRE MESH FENCING SHALL BE USED FOR ALL RIGHT-OF-WAY FENCES.
3. TUBULAR STEEL FENCING WILL BE USED FOR PROPERTY LEASES AND STORAGE FACILITIES WHERE AESTHETICS ARE A MAJOR CONCERN AND AS DIRECTED BY SCRRRA.
4. INTER-TRACK FENCING SHALL BE USED BETWEEN THE TRACKS AT ALL STATIONS.
5. CONCRETE BLOCK WALLS SHALL BE USED FOR COMMERCIAL, AND RESIDENTIAL DEVELOPMENTS. REMOVAL OF GRAFFITI ON BOTH SIDES OF THE WALL SHALL BE THE OWNER/ DEVELOPER'S RESPONSIBILITY.
6. TEMPORARY RAILING (TYPE K) WITH WELDED WIRE MESH FENCING SHALL BE USED FOR ALL PARKING LEASES. K-RAIL AND FENCE ANCHORS SHALL BE AS PER CALTRANS STANDARD PLANS T3 AND T4).
7. LANDSCAPE VINES SHALL NOT BE ALLOWED TO GROW ON THE FENCE UNLESS WRITTEN APPROVAL IS GRANTED BY SCRRRA. IF LANDSCAPE VINES ARE ALLOWED TO GROW, THEY WILL BE TRIMMED REGULARLY SO THAT THEY WILL NOT EXTEND OVER THE WALL. SAFETY MEASURES REQUIRED BY SCRRRA SHALL BE FOLLOWED IN THE TRIMMING OF THE VINES.
8. SIX-INCH OPENINGS AT REGULAR INTERVALS IN FENCES AND WALLS SHALL BE PROVIDED TO DRAIN WATER AWAY FROM TRACKS AND RAILROAD RIGHT-OF-WAY.

FENCE HEIGHT	TYPICAL MEMBER DIMENSIONING (SEE NOTES)									
	LINE POSTS			END, LATCH & CORNER POSTS			BRACES			
	ROUND I.D.	"H"	ROLL FORMED	ROUND I.D.	ROLL FORMED		ROUND I.D.	"H"	ROLL FORMED	
6'-0" & LESS	1/2"	1 7/8" x 1 5/8"	1 7/8" x 1 5/8"	2"	3 1/2" x 3 1/2"	2" x 1 3/4"	1/4"	1 1/2" x 1 5/8"	1 5/8" x 1/4"	1 3/4" x 1/4"
OVER 6'-0"	2"	2 1/4" x 2"	2" x 1 3/4"	2 1/2"	3 1/2" x 3 1/2"	2 1/2" x 2 1/2"	1/4"	1 1/2" x 1 5/8"	1 5/8" x 1/4"	1 3/4" x 1/4"

FABRIC TYPES:

TYPE CL-4 = 48" FABRIC.
TYPE CL-6 = 72" FABRIC.

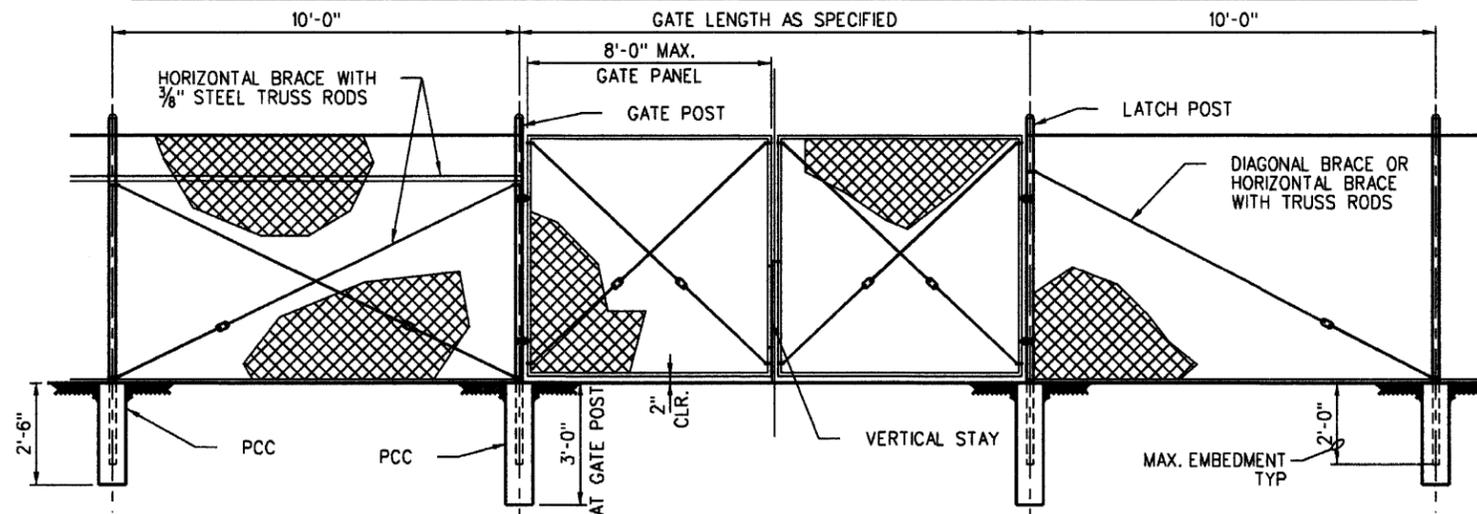
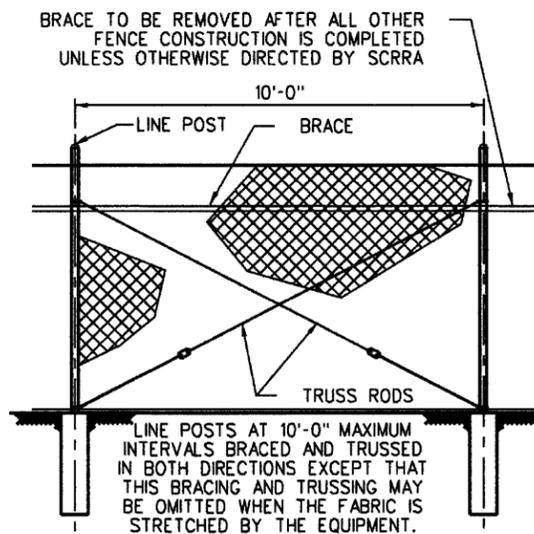
GATE POST 6'-0" AND LESS

GATE WIDTHS	NOMINAL I.D.	WEIGHT PER FT.
UP THRU 6'	2 1/2"	4.95
OVER 6' THRU 12'	4"	10.79
OVER 12' TO 18'	5"	14.62
OVER 18' TO 24' MAX.	6"	18.97

GATE POST OVER 6'-0"

GATE WIDTHS	NOMINAL I.D.	WEIGHT PER FT.
UP THRU 6'	3"	7.58
OVER 6' THRU 12'	5"	14.62
OVER 12' TO 18'	6"	18.97
OVER 18' TO 24' MAX.	8"	28.55

ABOVE POST DIMENSIONS AND WEIGHTS ARE MINIMUMS. LARGER SIZES MAY BE USED ON APPROVAL OF SCRRRA.



REV.	DATE	DESCRIPTION	DES.	ENG.
X	XX-XX-XX	REVISION	XX	XX

DRAWN BY: A. CARLOS DATE: 03/31/2011
 ASSISTANT DIRECTOR STANDARDS & DESIGN
 DIRECTOR OF ENGINEERING AND CONSTRUCTION

SCRRRA ENGINEERING STANDARDS ARE INTENDED FOR SCRRRA APPROVED USES ONLY. FOR NON-SCRRRA APPROVED USES, SCRRRA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION CONTAINED HEREIN. THE SELECTION AND USE OF THESE STANDARDS IS THE SOLE RESPONSIBILITY OF THE USER AND SHOULD NOT BE USED WITHOUT CONSULTING A REGISTERED PROFESSIONAL ENGINEER. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND ARE DISCLAIMED. ANYONE MAKING USE OF THIS INFORMATION AGREES THAT IT ASSUMES ALL LIABILITY ARISING FROM SUCH USE. NO PART OF THESE STANDARDS SHOULD BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF SCRRRA. ALL RIGHTS RESERVED.

METROLINK
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 ONE GATEWAY PLAZA, 12TH FLOOR, L. A., CA. 90012

ENGINEERING STANDARDS
 RIGHT OF WAY FENCING
 CHAIN LINK FENCE

STANDARD 5106
 SCALE: 1/2" = 1'-0"
 REVISION SHEET 1 OF 1
 CADD FILE: ES5106

UNDERGROUND SERVICE ALERT
 CALL-TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

User Name: carlos Date Plotted: 10/5/2011 2:27:53 PM Plot Driver: S:\Plot Drivers\pdl.pll
 File Name: s:\V8EngStd\5000\ES5106.dgn

MARK	REVISIONS	APPR. DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL

PREPARED BY: CARLETON W. LOCKWOOD JR, RCE 45935
 APPROVED BY: ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54851

SEAL-DESIGN ENGINEER
 LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376
 (909) 875-5015

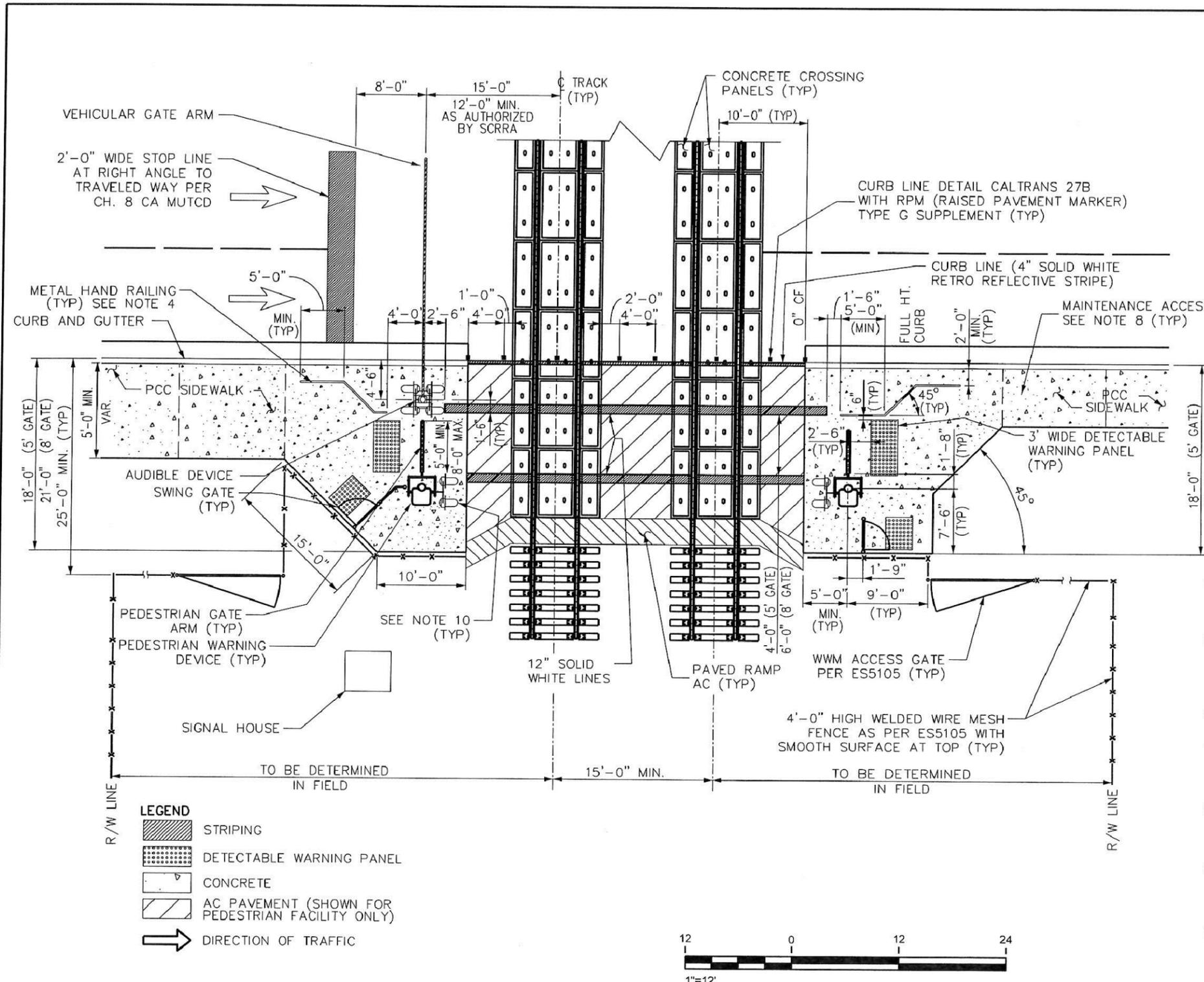
SCALE: AS NOTED
 DATE: 5/23/2018

LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376
 (909) 875-5015

BENCH MARK: B.M. No. 022-88 ELEVATION=1210.483
 DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE, 487 FEET EAST OF CENTERLINE CEDAR AVE.

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS

FOR: CITY OF RIALTO
 CITY PROJECT NO. 130808
 PLAN No.



NOTES:

1. THESE STANDARDS ARE NOT INTENDED TO REPLACE EXISTING REGULATORY STANDARDS, NOR TO BE A SUBSTITUTE FOR ENGINEERING KNOWLEDGE, EXPERIENCE AND JUDGMENT, BUT ARE REQUIREMENTS, WHICH ARE MOST IMPORTANT FOR SAFE CONSTRUCTION, MAINTENANCE AND OPERATION OF PEDESTRIAN FACILITIES AT HIGHWAY-RAIL GRADE CROSSINGS. SINCE THE ACTUAL DESIGN WILL TYPICALLY BE SITE SPECIFIC, INFORMATION SHOWN ON THIS DRAWING WILL BE MODIFIED AS NECESSARY IN CLOSE COLLABORATION WITH SCRRRA.
2. FOLLOW CALIFORNIA MUTCD FOR STRIPING, SIGNING, AND OTHER TRAFFIC WARNING DEVICES.
3. REFER TO THE FOLLOWING FOR ADDITIONAL DESIGN INFORMATION:
 - a. SCRRRA ENGINEERING STANDARD ES4201 FOR CONCRETE PANELS AND PAVED END RAMP.
 - b. SCRRRA ENGINEERING STANDARD ES5102 FOR INTER-TRACK FENCE.
 - c. SCRRRA ENGINEERING STANDARD ES5107 FOR SECURITY ACCESS GATE, K-RAIL AND BOLLARDS.
 - d. SCRRRA ENGINEERING STANDARD ES4001 FOR TRACK SECTIONS AND ASPHALT CONCRETE PAVEMENT DETAILS.
 - e. SCRRRA ENGINEERING STANDARD ES4002 FOR PEDESTRIAN SWING GATE DETAILS.
 - f. SCRRRA ENGINEERING STANDARD ES8308 AND ES8309 FOR PEDESTRIAN WARNING DEVICES.
 - g. CALTRANS STANDARD PLANS A20A, A20C AND A24E FOR PAVEMENT MARKERS AND TRAFFIC LINES.
 - h. CALTRANS STANDARD PLAN RSP A88A FOR DETECTABLE WARNING PANEL (SURFACE).
 - i. SCRRRA ENGINEERING STANDARD ES4005 FOR METAL HAND RAILING.
4. FENCING AND METAL HAND RAILING LOCATIONS SHALL BE ADJUSTED AS NECESSARY TO PROVIDE SCRRRA MAINTENANCE VEHICLES ACCESS TO RIGHT-OF-WAY AND SIGNAL & TRACK FACILITIES WITH SCRRRA APPROVAL.
5. PREEMPTION AND TOTAL WARNING TIME SHALL TAKE INTO CONSIDERATION THE PEDESTRIAN WALKING DISTANCE AND CLEARANCE TIME AND SHALL MEET THE REGULATIONS AND REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT (ADA) AND CA MUTCD.
6. THE WIDTH OF SIDEWALKS ON THE SIDE OF THE GATES OPPOSITE THE RAIL SHALL BE A MINIMUM OF FIVE (5) FEET.
7. PAVEMENT MARKING SHALL BE THERMOPLASTIC MATERIALS AND SHALL CONFORM TO SECTION 84-2.0.2 OF THE CALTRANS STANDARD SPECIFICATION OR AS REQUIRED BY LOCAL JURISDICTION.
8. 4" HIGH, 12 FT. WIDE DEPRESSED CURB WITH 3 FT. TRANSITION FOR 6-INCH CURB HEIGHT OR 4 FOOT TRANSITION FOR 8-INCH CURB HEIGHT SHALL BE PROVIDED FOR DRIVEWAY. SIDEWALK AT THE DRIVEWAY SHALL BE AS PER DETAILS SHOWN ON ES4003.
9. TYPE OF PEDESTRIAN GATE LAYOUT AND FENCING SHALL BE SELECTED BASE ON SITE CONDITIONS, RIGHT-OF-WAY WIDTHS, MAINTENANCE ACCESS, AND SIGNAL HOUSE LOCATION AND SHALL BE FINALIZED AFTER SCRRRA REVIEW AND APPROVAL.
10. PEDESTRIAN GATE ASSEMBLIES SHALL BE AS PER ES8308. FLASHING LIGHTS, NUMBERS, LOCATIONS & DIRECTIONS AS PER SIGNAL PLANS AND AS PER SCRRRA APPROVAL.

REV.	DATE	DESCRIPTION	DES.	ENG.
B	09/21/16	REVISED PEDESTRIAN GATE CONFIGURATION	AC	NDP
A	06/19/15	REVISED GATE ARMS AND DETECTABLE WARNING STRIPS	AC	NDP

DRAWN BY: *Nancy D. Bae* HDR DATE: 12/12/09
 ASSISTANT DIRECTOR: STANDARDS & DESIGN
 DIRECTOR OF ENGINEERING AND CONSTRUCTION

METROLINK
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 ONE GATEWAY PLAZA, 12TH FLOOR, L. A., CA. 90012

ENGINEERING STANDARDS
 PEDESTRIAN FACILITIES AT VEHICLE CROSSING
 ENTRANCE GATES ONLY

STANDARD	4011
SCALE:	NTS
REVISION	SHEET
B	1 OF 1
CADD FILE:	ES4011

UNDERGROUND SERVICE ALERT
 CALL-TOLL FREE
 1-800-227-2800
 TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR. DATE
DESIGNED BY: mh	DRAWN BY: mh	CHECKED BY: CWL

SEAL-DESIGN ENGINEER

PREPARED BY: CARLETON W. LOCKWOOD JR, RCE 45935
 APPROVED BY: ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54851

LOCKWOOD ENGINEERING COMPANY
 380 WEST FOOTHILL BOULEVARD, SUITE F
 RIALTO, CALIFORNIA 92376
 (909) 875-5015

SCALE: AS NOTED
 DATE: 5/23/2018

CITY OF RIALTO
 PEDESTRIAN CROSSING IMPROVEMENT PLAN
 DETAILS

FOR: CITY OF RIALTO
 CITY PROJECT NO. 130808
 PLAN No.

EXHIBIT B-4

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

PROJECT Specifications

CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS

FOR CONSTRUCTION OF THE:

STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)

IN THE CITY OF RIALTO

JUNE 2018



Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer

Bids Open: September 2018
Dated: June 11, 2018

CITY PROJECT NO. 130808

The Special Provisions contained herein have been prepared by, or under the direct supervision of, the following Registered Civil Engineer, and are approved by:

Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer
Civil Engineer C 54931

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND

**SPECIAL PROVISIONS
TABLE OF CONTENTS**

PART I -- BIDDING AND CONTRACTUAL DOCUMENTS AND FORMS

Notice Inviting Bids
Instructions to Bidders

Bid Forms
 Bid (Proposal)
 Bid Schedule
 List of Subcontractors
 Non-Discrimination Certification
 Non-collusion Affidavit
 Bidder's General Information
 Bid Bond (Bid Security Form)

Agreement and Bonds
 Agreement Form
 Worker's Compensation Certificate
 Performance Bond
 Payment Bond

PART II -- SPECIAL PROVISIONS

Section 1 - Terms, Definitions, Abbreviations, and Symbols
Section 2 - Scope and Control of Work
Section 3 - Changes in Work
Section 4 - Control of Materials
Section 5 - Utilities
Section 6 - Prosecution, Progress, and Acceptance of the Work
Section 7 - Responsibilities of the Contractor
Section 8 - Facilities for Agency Personnel
Section 9 - Measurement and Payment
Section 10 - Construction Details

PART III -- APPENDICES

City of Rialto Standard Plans
General Decision CA180037

* * * * *

CITY OF RIALTO

PUBLIC WORKS DEPARTMENT

**PART I - BIDDING AND CONTRACTUAL
DOCUMENTS AND FORMS**

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)**

Notice Inviting Bids
Instructions to Bidders

Bid Forms

Bid (Proposal)
Bid Schedule
List of Subcontractors
Non-Discrimination Certification
Non-Collusion Affidavit
Bidder's General Information
Bid Bond (Bid Security Form)

Agreement and Bonds

Agreement Form
Worker's Compensation Certificate
Performance Bond
Payment Bond

* * * * *

**CITY OF RIALTO
NOTICE INVITING BIDS**

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)**

N-1 NOTICE IS HEREBY GIVEN that sealed bids for the State Safe Routes to School Project (Cedar Ave Improvements) City Project No. 130808 State Aid Project NO. SR2SL 5205 (018) will be received by the City Clerk of the City of Rialto, until **2:00 P.M. on September 2018**, at which time they will be opened and read aloud. The Engineer's estimate is \$100,000.

N-2 DESCRIPTION OF THE WORK: The Work comprises the furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder consist of installation of new, removal, repair and/or replacement of curbs, gutters, driveway approaches, sidewalks, curb ramps, and all associated work as identified in various locations throughout the City of Rialto.

The work shall be diligently prosecuted to completion before the expiration of: **30 working days**.

N-3 AWARD OF CONTRACT:

(a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. If there are multiple and/or alternative Bid Schedules, Bidders are required to bid on all Bid Schedules.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

N-4 BID SECURITY: each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price payable to the City of Rialto.

N-5 BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

N-6 CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid Class **A** or **C-8** Contractor license at the time of submitting bids.

N-7 CALIFORNIA WAGE RATE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at:

www.dir.ca.gov/OPRL/DPreWageDetermination.htm

The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

N-8 RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

N-9 MANDATORY PRE-BID MEETING: Prospective Bidders are advised to attend a **mandatory pre-bid meeting** to acquaint potential bidders with the contract requirements and existing site conditions that may affect the work. The mandatory pre-bid meeting will be held on **Tuesday, August 28, 2018, at 11:00 AM local time**. The meeting will be held at the Public Works Office Large Conference Room located at 335 West Rialto Avenue, Rialto, CA. Immediately following the meeting, an optional tour of the affected facilities will be conducted for interested bidders. ***The City will only consider Bids submitted by those Bidders who attend the Mandatory Pre-Bid Meeting. All other bids will be considered non-responsive and subject to rejection.***

N-9 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:

- (a) Contract Documents may be inspected without charge at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376.
- (b) A digital copy of said Contract Documents (saved in PDF format) are available free of charge by clicking the Bid Opportunities portal at the following **PlanetBids.com website**:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=28159>

- (c) Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall register directly at the Planetbids.com website. **Bidders must be registered with the Planetbids.com website to submit a Bid**; failure to register shall be cause to find a Bid non-responsive. **The Bid Forms in the Bid Documents shall be used to submit a bid.**
- (d) All questions about the meaning or intent of the Bid Documents are to be directed to the City Engineer. Questions shall be submitted electronically via the **Q&A tab** of the Project found at the **Planetbids.com website** under the Bid Opportunities portal. Questions must be submitted electronically at least 5 working days prior to bid opening. Questions submitted within 3 working days of bid opening may not be accepted.

N-10 ADDRESS AND MARKING OF BIDS: The envelope enclosing the Bid shall be sealed and addressed to the City of Rialto, and shall be delivered or mailed to the **Office of the City Clerk, 290 W. Rialto Ave., Rialto, CA 92376**. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For.." followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

By _____
Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer
City of Rialto

Date _____

CITY OF RIALTO INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS - Terms used in these Instructions to Bidders and the Notice Inviting Bids and not defined herein shall have the meanings assigned to them in the General and Special Provisions. The term "Bidder" shall mean one who submits a Bid directly to the City, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer" shall be as defined in the Special Provisions.

2. COMPETENCY OF BIDDERS - In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing of the Bidder, but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Bidder's General Information," included in these Special Provisions. Except as otherwise provided under Public Contract Code §20103.5, no Bid for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State of California for the classifications named in the Notice Inviting Bids at the time of award.

3. DISQUALIFICATION OF BIDDERS - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE –

a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Special Provisions for identification of those reports of explorations and tests of subsurface conditions at the site which may have been utilized by the Engineer in the preparation of the Contract Documents. However, such reports are NOT a part of the Contract Documents. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are NOT part of the Contract Documents, but any technical data contained therein upon which the Bidder is entitled to rely is limited to that set forth in the Special Provisions.

(d) Subject to the provisions of Section 4215 of the California Government Code, information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City

does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Provisions.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.

(f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations and investigations which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall repair damage, clean up, and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

5. INTERPRETATIONS - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or the City as having received the Contract Documents. Questions received less than 3 working days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

6. BID SECURITY, BONDS, AND INSURANCE - Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the

City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds and insurance certificates shall be in the amounts stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form included within these Special Provisions, or one conforming substantially to it in form.

7. RETURN OF BID SECURITY - Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.

8. BID FORM - The Bid shall be made on the Bid Schedule sheets included with the Bid Documents. Unless otherwise provided in the Notice Inviting Bids, in the event there is more than one Bid Schedule, the Bidder shall Bid on all individual Bid Schedules. All bid items shall be properly filled out. Where so indicated in the Bid Documents, Bid price shall be shown in words and figures, and in the event of any conflict between the words and figures, the words shall govern. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "**DO NOT OPEN IN REGULAR MAIL—THIS IS A SEALED BID FOR,**" followed by the title of the Contract Documents for the Work, the name of the "**CITY OF RIALTO,**" the address where the bids are to be delivered or mailed to, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

9. SUBMITTAL OF BIDS - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

10. DISCREPANCIES IN BIDS - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so will render the Bid as non-responsive and may cause its rejection. In the event that there are unit price Bid Items in a Bid Schedule and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by such correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction, subject to the provisions of Section 5100 et seq. of the California Public Contract Code.

11. QUANTITIES OF WORK –

(a) The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not

expressly or by implication agree that the actual amount of work or material will correspond therewith.

(b) In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents; provided, that on unit price contracts, increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Section 3 of the Standard Specifications and Special Provisions.

12. WITHDRAWAL OF BID - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.

13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS - Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineation, alterations, or erasures. Alternative Bids will not be considered unless expressly called for in the Notice Inviting Bids. Oral, FAX, telegraphic, or telephone Bids or modifications will not be considered.

14. LIQUIDATED DAMAGES - Provisions for liquidated damages, if any, shall be as set forth in the Agreement and the provisions of the Special Provisions.

15. SUBSTITUTE OR "OR-EQUAL" ITEMS - The procedure for submittal of any application for a substitute or "or-equal" item by the Contractor and consideration by the Engineer is set forth in Section 4 of the Standard Specifications and Special Provisions.

16. AWARD OF CONTRACT - Award of Contract, if it is awarded, will be based primarily on the lowest overall cost to the City, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination. In the case of 2 or more Bid Schedules which are alternative to each other, only one of such alternative schedules may be awarded.

17. EXECUTION OF AGREEMENT - The Bidder to whom award is made shall execute a written Agreement with the City on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents **within 7 calendar days after receipt of the Agreement forms from the City.** Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the City may

award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such bidder's Bid Securities shall be likewise forfeited to the City.

18. WORKER'S COMPENSATION REQUIREMENT - The Bidder should be aware that in accordance with laws of the State of California, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

19. GUARANTEE

The Contractor shall guarantee the Work against defective material or workmanship for a period of one (1) year from the date of completion of the contract. Damages due to acts of God or from sabotage and/or vandalism are specifically exempted from the guarantee.

When defective material and/or workmanship are discovered which require repairs to be made under this guarantee, all such work shall be done by the Contractor at his own expense within five (5) days after written notice of such defects has been given to him by the City. Should the Contractor fail to repair such defective material or workmanship within five (5) days thereafter, the City of Rialto may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original contract specifications.

The Contractor shall arrange to have his faithful performance bond guaranteed for twenty-five percent (25%) of the total bid price to be held for a period of one (1) year after the date of completion of the contract and acceptance by the City Council to cover his guarantee as set forth herein.

20. DIVERSITY BUSINESS STATEMENT

The City of Rialto encourages the maximum participation on this contract by small businesses, Veteran-Owned Small Businesses (VOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSBC), HUB Zone Small Businesses, Small Disadvantaged Businesses (SDB/DBE), and Women-Owned Small Businesses (WOSB). It is the policy of the City of Rialto, to conduct business with these businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of State statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto. The Contractor shall, to the greatest extent possible, solicit work from subcontractors and purchase materials from vendors for the Work of this contract to further the City's policy of ensuring maximum participation from diverse businesses identified herein.

21. NEW CONTRACTOR REGISTRATION REQUIREMENTS

Bid Proposal and Contract Award Prohibited. Under California Labor Code Section 1771.1, as amended by Senate Bill (SB) 854 (2014), unless registered with the State of California Department of Industrial Relations (DIR), a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after

March 1, 2015. Similarly, a public entity cannot award a public works contract to a non-registered contractor, effective April 1, 2015.

New Contract and Project Reporting Requirements Imposed Upon Public Entities. SB 854 requires that bid invitations and public works contracts specify that a project is subject to compliance monitoring and enforcement by the DIR, that contractors and subcontractors must register in order to submit a bid and be awarded a contract.

Beginning April 1, 2015, the City of Rialto may only award public works projects to contractors and subcontractors that comply with the new Public Works Contractor Registration Law (SB 854). More information is available at the following links:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

<http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html>

Contractors doing public works must register and meet requirements using the online application before bidding on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors.

A bid submitted by a Contractor who is not appropriately registered with the state of California will be found non-responsive.

- END OF INSTRUCTIONS TO BIDDERS -

BID DOCUMENTS

Only the following listed documents, identified in the lower right corner as "Bid Forms" shall be fully executed and submitted with the Bid at the time of opening of Bids.

Bid (Proposal)

Bid Schedules

List of Subcontractors

Non-collusion Declaration

Non-Discrimination Certification

Bid Bond (Bid Security Form)

Bidder's General Information

Failure of a Bidder to fully execute and submit all of the listed documents with the Bid will render a Bid as non-responsive and subject to rejection.

BID PROPOSAL

BID TO: CITY OF RIALTO, CALIFORNIA

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)
REQUEST FOR BID NO. 19-002**

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and the Instructions to Bidders dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids, unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents, including the following Addenda (receipt of which is hereby acknowledged):

Number _____	Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the Work, and has made such independent investigations as Bidder deems necessary.

In conformance with the current statutory requirements of California Labor Code Section 1860, et seq., the undersigned confirms the following as its certification:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions, before commencing the performance of the Work of this Contract.

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

Dated: _____

Bidder: _____

By: _____
(Signature)

Title: _____

BID SCHEDULE

Schedule of Prices for the Construction of the:

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)
REQUEST FOR BID NO. 19-002**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	Mobilization	---	LS	\$ _____	
2.	Traffic Control & Safety	---	LS	\$ _____	
3.	SWPPP	---	LS	\$ _____	
4.	Earthwork & grading	---	LS	\$ _____	
5.	Remove & Replace Landscape & Irrigation	---	LS	\$ _____	
6.	Construct sidewalk per City of Rialto STD. No. SC-203	5800	SF	\$ _____	\$ _____
TOTAL OF ALL ITEMS OF THE BID SCHEDULE:					
\$ _____ (Price in figures)					
_____ (Price in words)					

QUANTITIES OF WORK:

The quantities of work or material stated in the unit price items of the Bid Schedule are supplied only to give an indication of the general scope of the Work. The City does not expressly nor by implication agree that the actual amounts of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price bid item, by an amount up to 25 percent of increase or decrease, without a change in the unit prices, and shall have the right to delete any bid item in its entirety, and receive full credit in the amount shown in the Bid Schedule for the deleted item of Work.

Name of Bidder or Firm

INFORMATION REQUIRED OF BIDDER

LIST OF SUBCONTRACTORS

As required under Section 4100, et seq., of the Public Contract Code, the Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, or \$10,000.00, whichever is greater, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Special Note: The Prime Contractor shall perform not less than 50% of the Work identified in this Bid. In the event a Bidder lists subcontractors who will perform Work under this Bid in excess of 50% of the Work identified in this Bid, the Bid shall be considered non-responsive.

Bidders shall list the total % of Work to be performed by the Prime Contractor here: ____
(Shall not be less than 50%)

Work to be Performed	Contractor's License Number	Percent of Total Contract	Subcontractor's Name & Address
1. _____	_____	_____	_____ _____ _____
2. _____	_____	_____	_____ _____ _____
3. _____	_____	_____	_____ _____ _____
4. _____	_____	_____	_____ _____ _____
5. _____	_____	_____	_____ _____ _____
6. _____	_____	_____	_____ _____ _____
7. _____	_____	_____	_____ _____ _____
8. _____	_____	_____	_____ _____ _____

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the
(Title of Officer) (Firm/Company)
party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signature

CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City of Rialto, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

NAME OF PERSON SIGNING _____

TITLE OF PERSON SIGNING _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Principal, and

_____ as Surety,
are held and firmly bound unto the City of Rialto, California, hereinafter called the "City" in the sum of:

_____ dollars

(not less than 10 percent of the total amount of the bid)

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

WHEREAS, said Principal has submitted a Bid to said City to perform the Work required under the Bid Schedule(s) of the City's Contract Documents entitled:

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)**

NOW THEREFORE, if said Principal is awarded a Contract by said City, and within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the Form of Agreement included with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this Bond by said City, and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

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

EXECUTED FOR THE PRINCIPAL:

By _____
Signature
(NOTARIZED)

Print Name and Title:

By _____
Signature
(NOTARIZED)

Print Name and Title:

EXECUTED FOR THE SURETY:

By _____
Signature
(NOTARIZED)

Print Name and Title:

BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:

Telephone Number: () _____

Facsimile Number: () _____

E-Mail: _____

Tax Identification Number: _____

2. TYPE OF FIRM
____ Individual ____ Partnership ____ Corporation (State _____)
____ Minority Business Enterprise (MBE)
____ Women Business Enterprise (WBE)
____ Small Disadvantaged Business (SDB)
____ Veteran Owned Business
____ Disabled Veteran Owned Business

3. CONTRACTOR'S LICENSE: Primary Classification _____
State License Number(s) _____
Supplemental License Classifications _____

4. BUSINESS LICENSE: ____ Yes ____ No License No.: _____

5. Surety Company and Agent who will provide the required Bonds:
Name of Surety _____
Address _____

Surety Company _____
Telephone Numbers: Agent () _____ Surety () _____

BIDDER'S GENERAL INFORMATION (Continued)

6. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

_____	_____
_____	_____
_____	_____

7. Number of years experience as a contractor in this specific type of construction work: _____

8. List at least three related projects completed to date:

a.	Owner _____	Address _____
	Contact _____	Class of Work _____
	Phone _____	Contract Amount _____
	Project _____	Date Completed _____
	Contact Person _____	Telephone number _____
b.	Owner _____	Address _____
	Contact _____	Class of Work _____
	Phone _____	Contract Amount _____
	Project _____	Date Completed _____
	Contact Person _____	Telephone number _____
c.	Owner _____	Address _____
	Contact _____	Class of Work _____
	Phone _____	Contract Amount _____
	Project _____	Date Completed _____
	Contact Person _____	Telephone number _____

9. Name of Project Manager/Superintendent: _____

10. Name(s) of person(s) who inspected job site: _____

**AGREEMENT
(CONSTRUCTION CONTRACT)**

THIS AGREEMENT made this ____ day of _____, 20__, by and between the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the City, and _____ hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 -- THE WORK

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)**

The Work comprises the furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder consist of installation of new, removal, repair and/or replacement of curbs, gutters, driveway approaches, sidewalks, curb ramps, and all associated work as identified in various locations throughout the City of Rialto.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum specified in Section 6-9 of the Special Provisions for each calendar day that expires after the time specified in Article 2, herein. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

ARTICLE 3 -- CONTRACT PRICE

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedule(s), and any duly authorized Construction Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal is \$_____.

Contractor agrees to receive and accept the prices set forth herein, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

ARTICLE 4 -- THE CONTRACT DOCUMENTS

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-Discrimination Certification, Non-Collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers _____ to _____, inclusive, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 -- MUTUAL OBLIGATIONS

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

ARTICLE 6 -- PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the City Engineer as provided in the Contract Documents.

ARTICLE 7 -- NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 8 -- INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder.

ARTICLE 9 -- NON-DISCRIMINATION

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 10 -- MISCELLANEOUS

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

By _____
Deborah Robertson
Mayor

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

RECOMMENDED:

By _____
Robert G. Eisenbeisz
Public Works Director/City Engineer

CONTRACTOR

By: _____
Firm/Company Name

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of this Agreement.)

(This Agreement must be signed in the above space by one having authority to bind the Contractor to the terms of this Agreement.)

State of _____)
County of _____)ss

State of _____)
County of _____)ss

On _____
before me, _____
personally appeared _____

On _____
before me, _____
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor _____

By _____

Title _____

PERFORMANCE BOND – PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, California, as Obligee, (hereinafter referred to as the "City"), has awarded to the undersigned Contractor, (hereinafter referred to as the "Contractor"), an agreement for the work described as follows:

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)**

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain Agreement (Construction Contract) for the said Public Work awarded to the Contractor and approved by the City for the Project hereinabove named, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said 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 City in the sum of _____ Dollars (\$ _____), said sum being *not less than 100 percent* of the total amount payable by the City under the terms to the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the bounden Contractor, 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 Contract and any alteration thereof made as therein provided, on his or its parts, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the City, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the 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 of addition to the terms of the Contract, or to the Public Work or to the Specifications.

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

**PERFORMANCE BOND – PUBLIC WORKS
(CONTINUED)**

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay City's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

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

CONTRACTOR: _____

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

CONTRACTOR:

SURETY:

By:

By

signature
(NOTARIZED)

signature
(NOTARIZED)

Print Name and Title:

Print Name and Title:

By:

signature
(NOTARIZED)

Print Name and Title:

By submitting this Performance Bond, the Contractor and Surety acknowledge the provisions of the Contract Documents with regard to Section 6-4 "Default by the Contractor", as further amended by the Special Provisions.

**PERFORMANCE BOND – PUBLIC WORKS
(CONTINUED)**

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 possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with Federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

**PERFORMANCE BOND – PUBLIC WORKS
(CONTINUED)**

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer

personally appeared _____,
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

PAYMENT BOND – PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, California, as Obligee, (hereinafter referred to as the "City"), has awarded to the undersigned Contractor, (hereinafter referred to as the "Contractor"), an agreement for the work described as follows:

**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)
REQUEST FOR BID NO. 19-002**

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain Agreement (Construction Contract for the said Public Work awarded to the Contractor and approved by the City for the Project hereinabove named, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract and pursuant to Section 3247 of the California Civil Code.

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 City, and to any and all persons, companies, or corporations entitled to file stop notices under Section 3181 of the California Civil Code, in the sum of _____ Dollars (\$_____), said sum being *not less than 100 percent* of the total amount payable by the City under the terms to the said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, 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 or other supplies, implements, machinery, or power used in, upon, for, or about the performance of the Public Work contracted to be done, or to pay any person for any work or labor of any kind, or for bestowing skills or other necessary services thereon, 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 employees of paid 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 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.

**PAYMENT BOND – PUBLIC WORKS
(CONTINUED)**

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additions to the terms of the said 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 City and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

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

CONTRACTOR: _____

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

EXECUTED FOR THE CONTRACTOR:

EXECUTED FOR THE SURETY:

By:

By

signature
(NOTARIZED)

signature
(NOTARIZED)

Print Name and Title:

Print Name and Title:

By:

signature
(NOTARIZED)

Print Name and Title:

**PAYMENT BOND – PUBLIC WORKS
(CONTINUED)**

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 possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with Federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

**PAYMENT BOND – PUBLIC WORKS
(CONTINUED)**

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____,
Date Name, Title of Officer
personally appeared _____,
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document _____
MUST BE ATTACHED
TO THE DOCUMENT Number of Pages _____ DATE of DOCUMENT _____
DESCRIBED AT RIGHT:
Signer(s) Other Than Named Above _____

CITY OF RIALTO

PUBLIC WORKS DEPARTMENT

PART II -- SPECIAL PROVISIONS

STATE SAFE ROUTES TO SCHOOL PROJECT (CEDAR AVE IMPROVEMENTS) CITY PROJECT NO. 130808 STATE AID PROJECT NO. SR2SL 5205 (018)

- Section 1 - Terms, Definitions, Abbreviations, and Symbols
- Section 2 - Scope and Control of Work
- Section 3 - Changes in Work
- Section 4 - Control of Materials
- Section 5 - Utilities
- Section 6 - Prosecution, Progress, and Acceptance of the Work
- Section 7 - Responsibilities of the Contractor
- Section 8 - Facilities for Agency Personnel
- Section 9 - Measurement and Payment
- Section 10 - Construction Details

* * * *

CITY OF RIALTO

PUBLIC WORKS AND ENGINEERING DEPARTMENT

SPECIAL PROVISIONS

STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)
REQUEST FOR BID NO. 19-002

SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

INTRODUCTION

Standard Specifications. - The Work hereunder shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition, including all current supplements, addenda, and revisions thereof, these Special Provisions, and the Standard Plans identified in the Appendix, insofar as the same may apply to, and be in accordance with, the following Special Provisions.

In case of conflict between the Standard Specifications for Public Works Construction ("Greenbook") and these Special Provisions, the Special Provisions shall take precedence over, and be used in lieu of, such conflicting portions.

Supplementary Reference Specifications. - Insofar as references may be made in these Special Provisions to the Caltrans Standard Specifications 2015 Edition, such work shall conform to the referenced portions of the technical provisions only of said reference specifications, provided, that wherever the term "Standard Specifications" is used without the prefix "Caltrans," it shall mean the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition, as previously specified in the above paragraph.

Amended Standard Specifications. - The amendments identified herein this Part II – Special Provisions are revisions to certain provisions of the Standard Specifications, and shall apply to the Contractor's work on this contract.

1-1 GENERAL. DELETE in its entirety and SUBSTITUTE with the following:

Whenever the terms "directed," "required," "permitted," "ordered," "designated," "prescribed," or terms of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription of the Engineer is intended. Similarly, the terms "approved," "acceptable," "satisfactory," "or equal," or terms of like import shall mean approved or acceptable to or satisfactory to the Engineer, unless otherwise expressly stated.

The word "provide" shall be understood to mean furnish and install, unless otherwise expressly stated.

1-2 TERMS AND DEFINITIONS.

Contract Price – DELETE in its entirety and SUBSTITUTE with the following:

The total amount for which the Contract is awarded plus approved Change Order(s).

Engineer – ADD the following:

Authorized agents of the Engineer may be referred to as Resident Engineer, Principal Engineer, or Deputy Director, who are charged with conducting detailed administration and inspection of the Contract.

ADD the following definitions:

Acceptance - Formal action of the City in determining that the Contractor's Work has been completed in accordance with the Contract Documents, filing a NOC with the County Recorder, and notifying the Contractor in writing of the acceptability of the Work.

Act(s) of God - A cataclysmic phenomenon of nature, such as an earthquake, flood, or cyclone (tornado). Events which shall not be construed as Acts of God include wind, wind shear, micro-bursts, rain, high water, storm water runoff, or other natural phenomena which might reasonably have been anticipated from historical records of the general locality of the Work.

Agent - Any individual, firm, association, partnership, corporation, trust, joint venture or other legal entity, e.g., the Project Manager and Consultants, employed by the City for services on this Project.

Allowance – Payment under "AL" Allowance Bid items will be based on the actual expenditures for pre-authorized items of Work in accordance with Contract Documents.

Apparent Low Bidder - The Bidder whose Bid, having been publicly opened and read aloud, meets the material requirements of the Bid Documents, and whose Bid price is the lowest received.

Applicable Laws - Laws, statutes, ordinances, rules, orders, and regulations of governmental authorities and courts having jurisdiction.

Application for Payment - The document prepared by the Contractor which is submitted to the City showing the Contractor's entitlement to progress payments.

As-builts - The Red-lines drawings cleaned-up and approved appropriately from the original conception of the design to reflect the actual product built.

Award of Contract - Date of - Date on which the Mayor or designee executes the Contract Documents and conditions precedent to award have been satisfied.

Board – The City Council of the City of Rialto.

Business Day - See Working Day.

CEQA - The California Environmental Quality Act.

City - The City of Rialto. See Agency.

City Forces - Employees of City who perform construction field work on public works projects as outlined in the Contract Documents.

Change Proposal - Proposal for a Change Order submitted by the Contractor to the City, either at the request of the City, or at the Contractor's own initiative.

Claim - A written demand by the Contractor that seeks an adjustment in the Contract Price or the Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A written demand by the Contractor is not a Claim unless: 1) the written demand conforms to the requirements of Section 3-6, "Dispute Resolution Process"; and 2) the City has previously denied a request by the Contractor for a Change Order seeking the demanded relief. Further, a voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim. A Claim made in accordance with this contract shall not qualify as a claim against City for the purposes of the California Government Code.

Consultant - The individual, partnership, corporation, joint-venture, or other legal entity named as such in the Contract Documents or succeeding entity (e.g., architects and engineers) employed by the City for Project design or other specialized services and who function under the direction of the Engineer.

Construction Documents – Construction Documents shall be the Contractor's plans and details, including plans showing installation of major systems, equipment, fixed furnishings and graphics, the technical specifications and all other technical drawings, schedules, diagrams and specifications, accepted Shop Drawings, Working Drawings, and submittals that are necessary to set forth in detail the requirements for the Project that are necessary to set forth in detail the requirements for the Project.

Construction Manager - The person designated, in writing, by the City to act as its representative at the Site and to perform construction inspection services and administrative functions relating to this contract e.g., to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance, and rate of progress of the Work under the Contract. Initial contact by the Contractor with the City shall be through the

Construction Manager. The Construction Manager oversees and enforces the Contract Documents and makes initial decisions with respect to the Contractor's fulfillment of the Contract obligations and the Contractor's entitlement to compensation.

The Construction Manager may be an employee of the City or an independent Consultant contracted to represent the City.

If a Construction Manager is not provided by the City, references to Construction Manager shall be the same as Resident Engineer.

Contract Time - The number of successive days or Working Days stated in the Contract Documents for the completion of the Work.

Defective Work - Work that is unsatisfactory, faulty, deficient, does not conform to the Contract Documents, does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; unauthorized material substitutions; or Work that has been damaged by anyone other than City prior to Final Acceptance.

Demobilization - The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, materials, and personnel at the Site.

Drawings – See Plans.

Execution of Contract - Date of – See Award of Contract.

Field Order - A Field Order is a written order by the Engineer to compensate the Contractor for items of work, as further defined in 9-3.6, "Field Orders." A field order shall not increase Contract Price, Contract Time, or both.

Final Acceptance – See Acceptance.

Final Completion - Satisfactory completion of Work required by this contract as evidenced by the recorded NOC with San Bernardino County.

Final Payment - The last payment for this contract made by City to the Contractor when all applicable requirements have been met.

Hazardous Materials or Waste - Items identified in Section 104 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time or, 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 provisions of existing law, whichever is more restrictive.

Holiday - The City-observed holidays are listed below (if any holiday listed falls on a Friday or Saturday, then the preceding Thursday is considered a legal holiday. If the holiday falls on a Sunday, then the following Monday will be considered a legal holiday):

Holiday Observed On

New Year's Day (January 1)
Martin Luther King Day (Third Monday in January)
President's Day (February 15)
Caesar Chavez Day (March 31)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Eve (December 24)
Christmas Day (December 28)
Holiday Closure (December 24 through January 1)

Legal Address - The official address of the City shall be City of Rialto, 335 W. Rialto Ave., Rialto, CA 92376, or such other address as the City may subsequently designate in written notice to the Contractor. The official address of the Engineer shall be the Public Works Director/City Engineer, City of Rialto, Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376, or such other address as the Engineer may subsequently designate in writing to the Contractor.

Limited Notice To Proceed – A written notice given from the City authorizing initiation of a limited amount of work that is not Construction Work, e.g., finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, Design Work, and any other preliminary work done prior to performing Construction Work.

Milestone(s) - Principal event(s) specified in the Contract Documents relating to an intermediate completion date of a portion of the Work, or a period of time within which the portion of the Work shall be performed prior to Completion of the Work. Liquidated damages are frequently associated with Milestones.

Markout - The temporary marking/painting of the ground, pavement, or sidewalk by the facility or utility owner or its representative. Markouts identify the approximate location of the existing buried utilities in the vicinity of planned construction for the convenience of the Contractor.

Mayor or designee - The City of Rialto Mayor or a designated representative.

Normal Working Hours - Unless specified otherwise, 8:00 AM to 3:30 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City holidays are excluded.

Notice of Completion (NOC) - If, in the City's judgment, the Work has been completed, the City will file with the County Recorder a NOC which stipulates the date that the Work was accepted. The conditions of warranty in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY" shall commence on the date of NOC unless stated otherwise in the Contract Documents.

Owner – See City.

Party or Parties - The City, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to this contract.

Prime Contractor – See Contractor.

Product Data - Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for any portion of the Work.

Project - The Project is the object of this contract to be constructed by the Contractor as described and shown in the Contract Documents.

Project Manager - The individual charged with overall responsibility for the Project.

Project Site - All areas where Work is to be performed pursuant to this contract. Project Site may also be referred to as Site and Work Site.

Punchlist - List of items or corrections required to comply with Contract Documents.

Red-lines - Plans with annotations of changes made during construction, in red, to reflect the actual product built during construction.

Request for Information (RFI) - The written request for information made by the Contractor to City to clarify any parts of the Contract Documents.

Retention - The amount withheld by the City from the money due to the Contractor in accordance with 9-3.2, “Partial and Final Payment”.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Project and that establish the standards by which such portion of the Project will be judged.

Schedule – Contractor prepared and City accepted Critical Path Method (CPM) schedule in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.”

Separate Contractors - Those individuals or entities who have entered into arrangements with the City for the provision of labor, materials, or other services in connection with the Project who are not under contract with the Contractor.

Services - Professional services, including design, engineering, and construction management of the Project that are required in accordance with the Contract Documents.

Shop Drawings – Drawings submitted by the Contractor showing details of manufactured or assembled products proposed to be incorporated into Work.

Subconsultant – See Subcontractor.

Subcontract - Agreement between the Contractor and another person or entity engaged to perform a portion of the Work.

Submittals - The information, materials, or Sample(s) specified for submission to the City in accordance with this contract.

Supplier - Manufacturer, fabricator, distributor, or vendor.

Walk-through - The procedure used by the City to evaluate status of the Project and generate a Punchlist.

Work – The term “the Work” or “Work” generally defines all of the activities of the Contractor in completing the Project in accordance with the Contract Documents.

Working Drawings – Drawings submitted by the Contractor showing details of work not shown on the Plans.

Working Day – Any day within the period between the date of the start of the Contract Time in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK” and the date of Final Acceptance other than the days specified in 6-7.2, “Working Days”.

Writing - See California Evidence Code, Section 250.

- END OF SECTION -

SECTION 2 -- SCOPE AND CONTROL OF WORK

2-1 Award and Execution of the Contract. ADD the following:

Bid protests are to be delivered to the following address:

City of Rialto
Purchasing Division
249 S. Willow Ave.
Rialto, CA 92376

Bid protests shall be reviewed by the Public Works Director and City Attorney to determine the validity of the protest to the terms and conditions of the original bid documents. Bidders are advised that only those protests that identify a material defect with the bid documents will be considered. The Public Works Director and City Attorney reserve the right to reject any protests that they have determined identify a bid submitted with an immaterial defect with the bid documents. All bid protests, and the Public Works Director's bid protest determination, will be included as part of the City Council's consideration of award of a construction contract to the lowest, responsive bidder as recommended by the Public Works Director. Bidders may present their arguments for or against a bid protest to the City Council at the time award of a construction contract is scheduled for consideration. The City Council, in its sole discretion, reserves the right to waive any informality (non-responsiveness) with a bid.

The award of the contract, if it be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within the time prescribed in the Instructions to Bidders. Failure to do so shall be just cause for forfeiture of the proposal guaranty. **The executed contract documents shall be delivered to the following address:**

City of Rialto
Public Works Department
335 W. Rialto Ave.,
Rialto, CA 92376

ADD: 2-1.1 STANDARD CONTRACT PROVISIONS.

2-1.1.1 Document Ownership. Once the Contractor has received any compensation for the Work performed, all documents, e.g., original plans, studies, sketches, drawings, computer printouts and files, and specifications prepared in connection with or related to the Work shall be the property of City. The City's ownership of these documents includes use of, reproduction or reuse of, and all incidental rights, whether or not the item of Work for which they were prepared has been performed.

The City's ownership entitlement arises upon payment or any partial payment for Work performed and includes ownership of any and all Work product completed under this contract. This Section shall apply whether the Contractor's services are terminated: (a) by the completion of the Project; or (b) in accordance with other provisions of this contract.

Notwithstanding any other provision of this section or the Contract, the Contractor shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and files, and specifications.

The Contractor shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Contractor, provided that the service rendered by the Contractor was not a proximate cause of the damage.

2-1.1.2 Specification Tone. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed to the Contractor.

2-1.1.3 Special Notices. When specified in these specifications or as directed by the Engineer, any notice required to be given in accordance with this subsection shall be in writing, dated, and signed by the duly authorized representative of such party giving the notice. The special notices shall be served by any of the following methods:

- a) Personal delivery to an authorized representative; proof of delivery of notice may be made by declaration under penalty of perjury of any person over the age of eighteen years. The proof of delivery shall show that delivery was done in conformity with this provision; service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Site.
- b) Certified mail addressed to the recipient at the address established for the conduct of the Work under this contract postage prepaid; return receipt requested; service shall be effective on the date of mailing.

Simultaneously, the City may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned.

Notice given to the Surety will be addressed to the Surety at the address of the Surety last communicated by to the City.

2-1.1.4 Joint Venture Contractors. If the Contractor is a joint venture, all grants, covenants, provisions and claims, rights, powers, privileges and liabilities of the Contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication given by the City to the Contractor, shall be given to all

entities being the Contractor if given to any one or more of such entities. Any notice, request or other communication given by any one of such entities to the City under this contract shall be deemed to have been given by and shall bind all entities being the Contractor. The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City at the time of Contract award.

2-1.1.5 Successor's Obligations. All grants, covenants, provisions and claims, rights, powers, privileges and abilities contained in the Contract Documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the City and their respective heirs, executors, administrators, successors, and assigns.

2-1.1.6 Waiver of Legal Rights. The failure of the City to insist, in any one or more instances, upon the performance of any provision of the Contract, or to exercise any right therein, shall not be construed as a waiver or relinquishment of such provisions or rights. Any waiver of any breach of this contract shall not be held to be a waiver of any other or subsequent breach.

Any waiver issued by the City of any provision of the Contract shall only be effective if issued in writing by the City and shall be specific, shall apply only to the particular matter concerned and not to other similar or dissimilar matters.

2-1.1.7 Requests for Information (RFI). In the event the work to be done, or matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Engineer for further explanations as may be necessary and shall conform thereto so far as may be consistent with the terms of the Contract. In the event of doubt or question arising respecting the true meaning of the Specifications or Plans, reference shall be made to the Engineer for the Engineer's decision pursuant to 2-10, "AUTHORITY OF THE BOARD AND THE ENGINEER."

2-3.2 Self Performance. ADD the following:

The requirement that the Contractor perform, with its own organization, Contract work amount to at least 50% of the Contract Price applies only to the base Contract amount awarded, and shall not apply to Additive or Deductive Alternate Work described in the Bid documents.

ADD: 2-3.4 Subcontract Requirements. The Contractor shall require each Subconsultant and Subcontractor, to the extent of the Work to be performed by such Subconsultant and Subcontractor, to assume towards the Contractor all the obligations and responsibilities which the Contractor by the Contract Documents assumes towards the City and shall incorporate the terms of this contract and the Contract Documents to the extent applicable to the Work to be performed by the Subconsultants and Subcontractors.

All Subcontractors must be qualified and sufficiently experienced. The Contractor shall ensure that all Subcontractors are appropriately licensed for the duration of the Work that is performed under the Subcontracts. In the event the Subcontractor is not properly licensed, the Contractor shall cease payments to the Subcontractor for all work performed when the Subcontractor was not properly licensed. The Contractor shall return to the City any payment made to a Subcontractor for work performed when the Subcontractor was not licensed.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, the Contractor shall ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

The Contractor shall obtain or require that each Subcontractor obtain insurance policies in accordance with 7-3, "LIABILITY INSURANCE" which shall be kept in full force and effect during Work on this project and for the duration of this contract.

In any dispute between the Contractor and the Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Contractor agrees to defend and indemnify the City in accordance with 7-16, "INDEMNIFICATION AND HOLD HARMLESS AGREEMENT" in any dispute between the Contractor and the Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this provision.

2-4 CONTRACT BONDS. First paragraph, DELETE second and third sentences and SUBSTITUTE the following:

Bonds shall be executed by a responsible surety as follows:

If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.

If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and in conformance with the Underwriting Limitations as expressed therein.

DELETE the third and fourth paragraphs and SUBSTITUTE the following:

The Contractor shall provide the following bonds:

- a) Contracts less than \$10,000:
 - i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment will be made until 35 days after NOC has been recorded and any lien requirements have been fulfilled. If a bond is submitted, progress payments will be made in accordance with these Specifications.
 - ii. A "Faithful Performance Bond" is not required.

b) Contracts over \$10,000 and less than \$25,000:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, progress payments may be made with a minimum of 20% retention. If a bond is submitted, progress payments will be made in accordance with these Specifications.
- ii. A "Faithful Performance Bond" is not required.

c) Contracts over \$25,000:

- i. A "Payment Bond" (Materials and Labor Bond) for not less than 100% of the Contract Price, to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. The bond shall be maintained by the Contractor in full force and effect until the Work is accepted by the City and until all claims for materials and labor are paid, and shall otherwise comply with the Government Code.
- ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed, in a manner satisfactory to the City, and that materials and workmanship will be free from original or developed defects.
- iii. A "Warranty Bond" for 25% of the Contract Price to guarantee the Work against defective material or workmanship for a period of one (1) year from the date of completion of the contract. The bond shall be furnished by the Contractor as a condition of acceptance of the Work by the City and issuance of a NOC for the Project. The terms of the bond shall specify the Contractor's obligation to repair or make whole parts of the Work identified as defective within five (5) days written notice by the City, at the Contractor's expense. Failure to repair defective material and/or workmanship within five (5) days' notice shall be cause for the City to make necessary repairs to the Work, for which the Contractor shall be charged all expenses. All repair work shall be performed in accordance with the terms of the Contract Documents.

ADD the following:

If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, the Contractor shall immediately notify the Engineer and immediately substitute another bond and surety acceptable to the City.

The Contractor shall require the Surety to mail its standard "Bond Status" form to the City's Legal Address.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. ADD the following:

If during the performance of the Work, the Contractor finds a conflict, error, omission, or discrepancy in the Contract Documents or in the City's field work, which is necessary for a clear understanding of the Work, or if any errors appear in either the various instruments or in the work done by other contractors affecting the Work included in the Specifications, the Contractor shall report it to the Engineer in writing at once and before proceeding with the Work affected thereby. If the Contractor fails to give such notice, the Contractor shall make good any damage or defect in the Work caused thereby.

If the Engineer finds an error or omission has been made, the Engineer will determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of Work called for in the Contract, the City will issue an appropriate Change Order or Field Order (as applicable).

After discovery of a claimed error or omission by the Contractor if the Contractor continues with the Work without written direction from the Engineer, the related work performed by the Contractor shall be at the Contractor's risk.

The execution of Work specially detailed or explained, without a previous written Claim for an Extra Work charge, shall constitute an acceptance by the Contractor.

It is the intent of the Specifications and Plans to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result shall be supplied whether or not it is specifically called for, at no additional cost to the City.

When words in the Specifications or on the Plans, which have a well-known technical or trade meaning, are used to describe Work, material, or equipment such words shall be interpreted per such meaning.

Reference to specified software, guides, standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest edition or version in effect at the time of opening of Bids (or, on the effective date of the Contract if there were no Bids), except as may be otherwise specifically stated. No provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Engineer or the Contractor or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents will be issued by the Engineer in accordance with 2-14, "REQUEST FOR INFORMATION."

ADD: 2-5.1.1 Division of the Specifications and the Plans. Specifications and Plans are divided into groups e.g., engineering disciplines for the convenience of the City. These divisions are not for the purpose of apportioning Work or responsibility for Work among Subcontractors and Suppliers.

2-5.2 Precedence of Contract Documents. DELETE in its entirety and SUBSTITUTE the following:

If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be as follows with item (1) being the highest:

- 1) Permits; from other agencies as may be required by law
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract Agreement
- 4) Addenda
- 5) Bid/Proposal
- 6) Supplementary Special Provisions (SSP)
- 7) Special Provisions
- 8) Plans
- 9) Standard Drawings
- 10) Standard Specifications
- 11) Reference Specifications

The figured dimensions shown on the drawings and in the specifications may not, in every case, agree with scale dimensions. Figured dimensions shall take precedence over scaled dimensions, and large-scaled drawings shall take precedence over small-scale drawings.

With reference to the drawings the order of precedence shall be as follows:

- 1) Figures govern over scaled dimensions
- 2) Detail drawings govern over general drawings
- 3) Addenda and Change Order drawings govern over Plans
- 4) Plans govern over Standard Drawings

When a conflict exists between the ADA Standards for Accessible Design, Title 24, and the City Supplements, the most restrictive requirement shall be followed.

2-5.3 Submittals

General. DELETE in its entirety and SUBSTITUTE with the following:

1. When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2 and 2-5.3.4 to the Engineer.
2. Do not incorporate any materials in the Work for which submittals are required before the required submittals have been reviewed and accepted by the Engineer.

3. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless the Contractor explicitly and clearly called such deviations to the Engineer’s attention in the letter of transmittal.
4. The Contractor shall be responsible for the correctness of the submittals.
5. Allow a minimum of 20 Working Days for review of submittals **unless otherwise specified in the Special Provisions**. Each submittal must be accompanied by a letter of transmittal.
6. Payment for submittals will be included in the various Bid items.

2-5.3.2 Working Drawings. Last paragraph, REVISE to add Items 11, 13, and 15.

TABLE 2-5.3.2(A), ADD the following:

Item	Section No.	Title	Subject
16	306-1.6	Thrust blocks and anchor blocks	Unless specified otherwise, design of all size water main thrust blocks and anchor blocks

2-5.3.4 Supporting Information. ADD the following:

For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 days of the NTP.”

Submit samples of the materials with cut sheets of the products. Organize cut sheets in a binder for review and approval by the Engineer prior to use on the Project. Identify deviation from any of the specified material clearly, including cut sheets and samples of both the specified material and basis for the substitution. Include the City’s Project Name, Project Number, and the Engineer’s name, Contractor Name, and Submittal Number and clearly indicate the specific product to be used.

When photos of material are required, they must be clear in resolution, identifying the specific item for review, indicating name of the item, source and date taken. The material shown in the photo must be currently available for use on the Project.

ADD: 2-5.4 Red-lines Drawings. The Contractor shall keep accurate records on a set of full size Plans of additions and deletions to the Work, and of changes in location, elevation, and character of the Work not otherwise shown or noted on Contract documents.

Red-lines drawings shall be coordinated with field measurements, Shop Drawings, Working Drawings, Samples, Product Data, and available records. The Contractor shall immediately give written notice of any conflicts between these documents to the City.

On building construction Contracts, the Contractor shall record the location by dimension and the depth by elevation of underground line, valves, plugged tees, capped ends, etc. The Contractor shall record, by dimension or scale plans, wiring, conduits, and pull boxes as installed. All information necessary to maintain, service, or both any concealed Work shall be noted on these Red-line Drawings. This data shall be legibly recorded to the satisfaction of the Engineer. Records shall be kept current with entries checked by the Engineer before the Work is buried or covered. These plans shall be delivered to the Engineer upon completion of the job.

The Contractor's failure to update and deliver Red-lines information monthly to the Engineer for review and approval may result in withholding of monthly progress payments.

The payment for Red-lines drawings shall be included in the various Bid items.

ADD: 2-5.5 As-built Drawings. For Design-Build contracts or if required in the Special Provisions, As-built Drawings shall be the responsibility of the Contractor.

As-built drawings shall be prepared from the Red-lines information and shall provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

Prior to Final Completion, the Contractor shall prepare and submit one complete set of full sized (24" x 36") original Mylar final As-built Drawings (CADD plots) prepared in accordance with the City's CADD standards. Each CADD Mylar drawing sheet shall be wet stamped and signed by qualified responsible engineers registered in the State of California, and shall be stamped and wet signed by the architect/engineer of record, as required by law. Other applicable portions of the drawing title blocks shall also be signed by Contractor. Drawing Mylar shall be 3 mils minimum thickness.

The payment for As-built drawings shall be included in the various Bid items.

ADD: 2-5.6 Measurements and Dimensions. Scaled dimensions are approximate. Before ordering materials or commencing Work, measure site for proper size and fit. The Contractor shall verify dimensions and quantities by taking measurements in the field and shall be responsible for their correctness.

2-6 WORK TO BE DONE. ADD the following:

The City assumes no responsibility for any conclusions or interpretations made by the Contractor based on any information made available by the City. Nor does the City assume responsibility for any understanding reached or representation made by any of

the City's officers or agents before Award of this contract concerning conditions which could affect the Work, unless that understanding or representation is expressly stated in the Contract Documents.

Where approval or acceptance by the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and best practices.

2-7 SUBSURFACE DATA. ADD the following:

The Plans for the Work show conditions as are believed by the Engineer to exist, but it is not to be inferred that all of the conditions as shown thereon actually exist, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and the actual conditions revealed during the progress of the Work or otherwise.

If reports of explorations and tests of subsurface conditions at the Site are included in the Contract Documents e.g., Supplementary Special Provisions (SSP), the Bidders are encouraged to inspect the Site, acquire, and review these reports and to take other necessary steps to thoroughly familiarize themselves with the Site conditions. If a review of the documents and Site inspection indicate a conflict, the Bidder shall immediately notify the City. For access and cost information to obtain those reports contact the City Project Manager, during regular business hours.

The City does not represent that the listed documents, or the logs, and test results, show the conditions that will be encountered in performing the Work. The City represents only that the logs, and test results show the conditions encountered at the particular locations and at the particular times they were obtained. The Bidders and other users of the subsurface data are cautioned that interpretations and conclusions contained in the documents were formulated for design purposes only and were based on work performed in such a way as to expressly provide information required for design.

2-8 RIGHT-OF-WAY. After first sentence, ADD the following:

The Contractor shall be responsible for coordinating with property owners as to timing, when access is provided through rights of entry, and shall protect private improvements in accordance with 7-9, "PROTECTION AND RESTORATION OF THE EXISTING IMPROVEMENTS."

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

Survey monuments of various types generally exist along the centerline of City streets that may be affected by the scope of the Work. The Contractor shall be required to reset any existing survey monuments or markers that are disturbed or otherwise removed by construction of the project. The Contractor's surveyor shall file corner

records with San Bernardino County as required by law. Existing survey monuments set into the existing asphalt concrete surface (i.e. tag and nail) shall be replaced as necessary to reestablish the survey monument control after construction of the project.

It shall be the Contractor's responsibility to protect all the existing survey monuments, bench marks, survey marks and stakes. Removal of such monuments and markers, or displacement thereof, shall require their resetting per City requirements, including corner record filing, for the existing type of monument in question at the Contractor's expense.

The Contractor shall maintain a survey location check on the monuments without cost to the City. The Contractor is advised that any resetting of monuments will be the responsibility of the Contractor, to be reset by a California licensed Land Surveyor or Registered Civil Engineer appropriately licensed to practice land surveying. Should the Contractor anticipate the removal of any survey monuments, notification shall be given to the Engineer prior to removal. The Contractor shall be responsible for reinstalling existing or installing new monument wells, after resetting any disturbed survey monument.

The cost to perform this work shall be considered as included in the various bid items, and no additional payment will be made therefore.

2-9.2 Survey Service. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall provide all construction surveying by a California registered Land Surveyor or Registered Civil Engineer appropriately licensed to practice land surveying. The Contractor's surveyor shall provide monument tie-out and corner record filing, as required by the Engineer or his representative.

The Contractor's surveyor shall set all stakes and hubs, furnish all lines, grades and measurements necessary for the proper prosecution and control of the work contracted for under these specifications. No direct payment will be made for this labor, materials, or other expenses therewith.

The Contractor must give weekly copies of all survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked and approved by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, his/her employees, or surveyor, resulting in establishing grades and/or alignment that are not in accordance with the plans or as established by the Engineer, all construction or staking not in accordance with the established grades and/or alignment shall be replaced without additional cost to the City.

Payment for any and all construction surveying required by this Project, by the Contractor's Surveyor, shall be considered as included in the various bid items of work, and no additional compensation shall be allowed therefore.

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. ADD the following:

Any plan or method of Work suggested to the Contractor by the City, but not specified or required by this contract, which is adopted or followed by the Contractor in whole or in part, shall be done at the sole risk and responsibility of the Contractor. The City assumes no responsibility and shall not be held liable for any defects in the Work which may result from or be caused by use of such plan or method or Work.

2-11 INSPECTION. ADD the following:

If required by the Engineer, the Contractor shall provide information related to the inspection of the Work. The Contractor shall provide access in accordance with Cal-OSHA Standards where necessary.

The Contractor shall request inspections in accordance with the prevailing Codes and by the Public Works Department. The Contractor shall coordinate these inspections at all times through the Engineer. The Contractor shall remove and replace any items of Work performed without the benefit of inspection as may be required by any associated building permits. **Special Note: The Contractor is advised that any structural construction is subject to a separate building permit, and inspection by the City's Building Official. The Contractor is responsible for obtaining a separate building permit and scheduling required inspections by the City's Building Official for construction of structural elements of the Work.**

For required subsequent inspection, the Contractor shall remove and replace Work at the discretion of the Engineer at no additional cost to the City. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The Contractor shall give at least 5 days notice for off-site inspection. Notices shall not be deemed effective until the City has responded and agreed to the Contractor's date and time.

The City may either perform inspection services with its own forces or contract with third parties. The Contractor shall call for, coordinate, and schedule all inspections.

The City will make any inspections and tests as the City deems necessary to ensure the Work is accomplished in accordance with the requirements of the Contract Documents, other than inspections for Work performed in accordance with a permit. The Contractor shall be responsible for coordinating required inspection of all Work performed in accordance with a permit. Unless otherwise specified, the City will provide all required inspections and tests. In the event inspections or tests reveal non-compliance with the requirements of the Construction Documents, the Contractor shall bear the cost of any and all corrective measures deemed necessary by the City, as well as the cost of the City's subsequent re-inspection and re-testing.

The City has the right, for a reasonable time, to stop or suspend Work which will cover, and thereby prevent or impede the City's or another agency's ability to inspect, test, or approve a portion of the Work. The Contractor shall have no right to additional costs or time that it may incur as a result of the Work stoppage or suspension.

The Work shall not be covered prior to inspection, testing, or approval required by the Contract Documents, the City's prior written request, or by other agencies. If any item of Work is covered prior to obtaining the required approvals, the Contractor shall, when requested by the City, uncover the Work for inspection, testing, approval, or all. Upon successful completion of the inspection, testing, or approval, the Contractor shall cover the Work where required again. The Contractor shall bear all direct and indirect costs and damages of such uncovering and re-covering and shall not be entitled to an increase in the Contract Price or the Contract Time, unless the Contractor has given the City and any other affected agencies written notice of the Contractor's intention to cover the Work and the City has not acted with in response to such notice.

Tests, inspections, and approvals of items of the Work required by the Contract Documents, Applicable Laws or normal construction practices shall be made at an appropriate time, and in accordance with the Contract Documents. Unless otherwise specified, the City will make arrangements for such tests, inspections and approvals. The Contractor shall give the City notice of when and where tests and inspections are to be made so that the City may observe such procedures.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the City.

ADD: 2-12 PARTNERING. The Contractor may request the formation of a Partnering relationship by submitting a request in writing to the Engineer after approval of the Contract. If the Contractor's request for Partnering is approved by the Engineer, scheduling of a Partnering workshop, selecting the Partnering facilitator and workshop, selecting the Partnering facilitator and workshop site, and other administrative details shall be as agreed to by both Parties.

The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the contract.

The goals of partnering shall include:

- a) The Construction Manager, the City's representatives, and the Contractor's representatives including Subcontractors actively working together as partners;
- b) Avoidance of destructive confrontation and litigation among the parties;
- c) Mutual understanding on how the Work is to be conducted;
- d) Establishment of mutual key results to facilitate Project success; and,
- e) Establishment of an atmosphere of team work, trust, and open communication.

2-12.1 Payment. The payments involved in providing a facilitator and a workshop site will be borne equally by the City and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The City's share of such costs will be reimbursed to the Contractor in a Change Order written by the Engineer unless a Bid item has been established for Partnering. Markups will not be added. Other costs associated with the Partnering relationship shall be borne separately by the party incurring the costs.

ADD: 2-13 SITE ACTIVITIES BY THE CITY OR SEPARATE CONTRACTORS.

2-13.1 City's Right to Award Separate Contracts. The City reserves the right to perform work or operations outside the scope of Work of this contract related to the Project with City Forces, Separate Contractors, or both. If Work to be performed by another party was not noted in this contract, the City will give written notice to the Contractor 10 Working Days prior to the start of any work. If the Contractor determines that the work being performed by the City or others may interfere with, or cause damages to Work being performed by the Contractor, the Contractor shall notify the City in writing within 3 days of the City's notice.

2-13.2 Integration of the Work with Separate Contractors. If specified in the Contract Documents, the Contractor shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to the City for approval. The plan shall be fair and reasonable for the Contractor and the Separate Contractors, and the Contractor shall work with the Separate Contractors to reach agreement on such plan. The Contractor shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

2-13.3 Coordination. The Contractor shall provide for the coordination of the activities of the Contractor and its Subconsultants and Subcontractors with the activities of the Separate Contractors. The Contractor shall participate with all Separate Contractors and the City in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. The Contractor shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Final Completion is extended by such Schedule revision; (b) the Contractor is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the scope of Work is increased, an equitable adjustment in the Contract Price and the Contract Time shall be made in accordance with the provisions of Section 3, "CHANGES IN WORK."

2-13.4 Use of Site. The Contractor shall afford the City and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. The Contractor shall connect and coordinate its Work and operations with the City and all Separate Contractors' operations as required by the Contract Documents. The

City will direct the Separate Contractors to cooperate with the Contractor and to avoid actions or omissions which could interfere with or delay the activities of the Contractor.

2-13.5 Deficiency in Work of Separate Contractors. If part of the Contractor's Work depends on proper execution or results upon construction or operations by the City or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and the City apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by the Contractor. The Contractor and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of the Contractor to report shall constitute acceptance by the Contractor of the work of Separate Contractors as fit, proper, and coordinated with the Contractor's Work.

ADD: 2-14 SITE EXAMINATION. The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and local conditions, such as, but not limited to, all other matters which could in any way affect the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Work according to the Contract Documents.

ADD: 2-15 FLOW AND ACCEPTANCE OF WATER. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, and has prepared its Bid accordingly; and the Contractor, by submitting such a Bid, assumes all said risk.

- END OF SECTION -

SECTION 3 – CHANGES IN WORK

ADD: 3-1.3 Cost Reduction Proposal. The Contractor may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

- a) A description of both the existing Contract requirements for performing the Work and the proposed changes.
- b) An itemization of the Contract requirements that shall be changed if the proposal is adopted.
- c) A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
- d) A statement of the time within which the Engineer shall make a decision thereon.
- e) The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this section shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; nor will the City be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section, nor for any delays to the Work attributable to any such proposal. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the City after the advertisement for the Contract, the City will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed Change Order, incorporating the cost reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

The City reserves the right, where it deems such action appropriate, to require the Contractor to share in the City's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and

such acceptance shall constitute full authority for the City to deduct amounts payable to the Contractor from any monies due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Change Order, which shall specifically state that it is executed pursuant to this section. Such Change Order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal, or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional.

The Change Order shall set forth the estimated net savings in the cost of performing the Work attributable to the cost reduction proposal effectuated by the Change Order, and shall further provide that the Contract cost be adjusted by crediting the City with 50% of estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the Work shall not extend the time of completion of the Contract, unless specifically provided for in the Change Order authorizing the use of the cost reduction proposal.

The amount specified to accrue to the Contractor in the Change Order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the Work thereof pursuant to the said Change Order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to him prior to submission of the accepted cost reduction proposal.

The cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this section, if the identical or similar, previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

Additional bonding may be required. The Contractor shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal Work.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General: DELETE the first paragraph in its entirety and SUBSTITUTE with the following:

Without invalidating the Contract and without notice to any surety, the City may at any time order additions, deletions, or revisions in the Project in the following manner:

- a) When the City desires a change; the City will issue a request for proposal to the Contractor.
- b) The Contractor shall submit a response within 7 Working Days.
- c) After the City reviews the Contractor's response, the City changes will be authorized by a written Change Order prepared and issued by the City.
- d) Upon receipt of any such Change Order, the Contractor shall promptly sign and return the Change Order to the City and only thereafter proceed under the applicable conditions of the Contract Documents when the City has approved the Change Order.

Should any item(s) of Work be deleted, the reduction in Contract Price shall reflect a credit for the full value of the deleted Work, including anticipated profit and overhead. If the deleted Work exceeds 25% of the Contract Price, the Contractor may reduce the credited amount by a maximum of 5% of the amount in excess of the 25% of the Contract Price to cover overhead expenses.

If the City requests the Contractor to submit a Change Proposal, and the preparation of such Change Proposal impacts the Contract Time (e.g., other Work is suspended pending a decision on such Change Proposal or the Design Work is delayed due to the preparation of the Change Proposal) an equitable adjustment in the Contract Time shall be made.

ADD: 3-2.6 Request for Proposal. The Contractor's proposal in response to the City's Request for Proposal (RFP) shall be on forms acceptable to the Engineer. The Contractor's proposal shall certify in writing that the amounts included cover all direct, supplemental, indirect, consequential and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite the Contractor's reasonable and diligent efforts to mitigate them. Mitigation efforts under taken by the Contractor shall be described.

3-2.6.1 Proposal Content. Where the change in Contract Price is to be determined on the basis of the "cost of the work involved", the Contractor's itemized estimates shall detail all applicable elements of cost, including, but not limited to, labor hours and payroll costs, quantities, crew mixes, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs. Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the submittal shall include analysis required by 6-6.5, "Contract Time Extension and Schedule Analysis". With respect to work during other than normal hours, the labor charges associated with such work shall consist of straight time wages and burden plus the appropriate overtime or shift premium with no additional burden (i.e., fringe benefits) on the premium portion.

3-3 EXTRA WORK.

3-3.1 General. ADD the following:

The City reserves the right to direct the Contractor to solicit competitive Bids for Extra Work. If required by the City, the Contractor shall obtain competitive Bids from Subcontractors acceptable to Contractor and shall deliver such Bids to the City who will then determine which Bids will be accepted.

Any request by the Contractor to change the Contract Price to include the price of Extra Work shall be by written notice to the City and shall include itemized estimates. The Contractor's itemized estimates shall detail all applicable elements of price e.g., labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, and supplemental costs. If the Contractor's request to change the Contract Price arises from changes in the Schedule affecting all or part of the Project, or if the Contractor seeks a change in the Contract Time, the Contractor's request shall include the analysis required by 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK."

3-3.2.2 Basis for Establishing Costs.

a) Labor: ADD the following:

The Engineer reserves the right to request certified payrolls to substantiate the actual cost of labor. The Contractor shall produce payroll certified by a California licensed Certified Public Accountant. The certified payroll shall list the labor rates of the Contractor personnel, consultants and Subcontractors that are working on or are associated with this Project and shall be provided at the request of the Engineer.

If the Contractor's proposal for Extra Work is based upon services and work to be performed outside normal working hours, the labor charges associated with such Extra Work shall consist of straight time wages and burden plus the appropriate overtime or shift premium with no additional burden (i.e., fringe benefits) on the premium portion.

In no case shall the Contractor be required to pay more than state and or federal wage rates, whichever governs the Work or any portions thereof.

c) Tool and Equipment Rental: DELETE second paragraph in its entirety, and SUBSTITUTE the following:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed those listed in the latest edition of the Caltrans publication entitled "Labor Surcharge and Equipment Rental Rates" preceding the date the Work is accomplished. Where the Contractor can substantiate that the rental rates prevailing locally exceed the published rates by more than 15%, the Contractor will be entitled to a rental rate adjustment. For equipment not listed in said publication, rental rates shall not

exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the Work is performed.

Whenever possible, Extra Work shall be accomplished using equipment available on Site or owned by the Contractor. If a specific piece of equipment must be rented to be used exclusively for the Extra Work, the rental rate will be the invoiced rate.

3-3.2.3 Markup. DELETE in its entirety and SUBSTITUTE the following:

For Change Orders, whether additive or deductive, and for work classified as Extra Work, the allowance for overhead and profit shall include full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead, and any other items of expense e.g., Change Order estimating and preparation cost, claims preparation cost, schedule analysis, project management, and field engineering.

Extended overhead shall be any and all costs incurred either in the field or at the Contractor's office resulting from Extra Work excluding direct costs related to direct hourly labor, equipment, or materials necessary to complete the Extra Work.

- a) The allowance for overhead and profit shall not exceed the values in Table 3-2.2.3(A) unless specified otherwise in the Special Provisions.

Table 3-2.2.3(A)

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

- b) To the sum of the costs and markups provided for in this subsection, actual increase in the Contractor's bond premium caused by the Extra Work shall be added as compensation for Bonds.
- c) Work paid under Allowance Bid items is not subject to the mark-up limitations specified in Table 3-2.2.3(A) unless specified otherwise in the Special Provisions.
- d) When all or any part of the Extra Work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the Contractor may add 5% of the Subcontractor's total cost for the Extra Work.

Regardless of the number of hierarchical tiers of Subcontractors, the 5% which is the Contractor's allowance 3.5% (for overhead) and 1.5% (for profit) may be applied one time only to the performing Subcontractor's total cost.

ADD: 3-4.1 Disallowance of Entitlement. The Contractor shall not be entitled to any adjustment in the Contract Price or Times if:

The Contractor knew of the existence of such conditions at the time the Contractor made a final commitment to the City in respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

The existence of such condition could reasonably have been discovered or revealed as a result of any record search, examination, investigation, exploration, test or study of the Site and contiguous areas suggested or required by the Bidding Documents.

ADD: 3-6 DISPUTE RESOLUTION PROCESS.

3-6.1 Mandatory Non-Binding Mediation. If a dispute arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through contract provisions provided for claim settlement or negotiations, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

3-6.1.1 Mandatory Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

3-6.1.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the American Arbitration Association (AAA) or any other agreed upon mediator. To initiate mediation, the initiating party shall serve a Request for Mediation on the opposing party. If the mediator is selected from a list provided by AAA, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees; a copy of requested mediators marked in preference order, and, a preference for available dates.

If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following: a copy of the list of the preferred mediators listed in preference order, after striking any mediators to which they have any factual objection, and, a preference for available dates. If the parties agree not to use AAA, then a mutually agreed upon mediator, date and place for the mediation shall be agreed upon.

The Administrator will appoint or the parties shall agree upon the highest, mutually preferred, Mediator from the individual parties' lists who is available to serve within the designated time frames.

3-6.1.3 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed.

The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.

Both parties shall have an authorized representative attend the mediation. Each representative shall have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

ADD: 3-6.2 Dispute Resolution Board. If mediation is unsuccessful in settling the dispute and if both parties agree, a no mandatory dispute resolution board process may be used. The parties may impanel a Dispute Resolution Board (DRB) and the DRB process shall be conducted in accordance with the City's alternative dispute resolution process, utilizing board members who are individuals who have expertise in construction. The selection process shall be administered by the American Arbitration Association, or any other such neutral organization selected by the City, hereinafter called the "Administrator". Claims made for \$60,000 or less shall be heard by 1 DRB member and claims for more than \$60,000 shall be heard by 3 DRB members.

To initiate the DRB procedures, the parties shall jointly execute and file a "Submission to Dispute Resolution Board Procedures" request with the Administrator. Upon receipt by the Administrator of the submission form, the Administrator shall furnish to the parties a list of individuals skilled in dispute resolution and having expertise in construction from which to select the Dispute Resolution Board. Within 10 Working Days from the date the list is sent to the parties, the parties shall return the list to the Administrator, striking any individuals to which the parties have any factual objections and numbering the remaining in preference order. The Administrator shall appoint the highest mutually preferred individuals to the DRB that are available to serve in the time frame designated above.

3-6.2.1 Dispute Resolution Board Costs. The costs for DRB hearings and proceedings, which include those of either the 1 person or 3 person boards hearing the dispute, will be shared equally by both parties. Fees shall be jointly negotiated by both parties directly with the DRB Administrator.

3-6.2.2 Conduct of Dispute Resolution Board Hearings. DRB hearings shall be informal and discovery shall not be permitted. The parties may agree to exchange any information they deem necessary. Each party shall have a maximum of 2 hours for presentation, unless otherwise agreed upon. Outside experts, including attorneys, may address their specialty if the opposing party is notified in advance. Each party will be given full opportunity to present its views and supporting information, including documents, drawings, or other pertinent material. All such evidence and displays shall be considered confidential and shall be retained by the presenting party. Discussions or admissions during DRB discussions shall be considered as part of privileged settlement discussions, without prejudice to any party's legal position.

Any resultant agreements from a DRB Hearing shall be documented, in writing, by both parties. The DRB results and documentation, by themselves, shall be non-binding and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. DRB members shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

Within 10 Working Days after the hearing, the DRB will make its recommendation, in writing, for resolution of the dispute to all parties. The DRB will strive for consensus and unanimity in its decision making. If such is unattainable, however, separate written recommendations may be made as majority or minority reports.

ADD: 3-7 CLAIMS. The Contractor shall submit a Claim to the City if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which the Contractor asserts it is entitled as a result of the event(s) giving rise to the dispute. The Contractor shall substantiate Claims, and shall process Claims in accordance with this section. The Contractor's failure to process a Claim in accordance with this section shall constitute a waiver of all relief associated with the dispute. Claims shall be subject to 6-11, "CITY'S RIGHT TO AUDIT."

Contractor shall continue to perform the Services and the Work and maintain the Schedule during any dispute proceedings and City will continue to make payments for undisputed Services and Work.

A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract provision that provides for or excludes the relief sought by the claimant. Such claims shall be resolved under the applicable provisions of the Contract.

The City's claims process in this section shall not relieve Contractor of his statutory obligations to present claims prior to any action under the California Government Code.

3-7.1 Time of Claim. The Contractor shall promptly, but in no event later than 30 days after the event(s) giving rise to the Claim, deliver the Claim to the City. The Contractor shall not process a Claim unless the City has previously denied a request by the Contractor for a Change Order that sought the relief to be pursued in the Claim.

3-7.2 Claim Certification Requirements. If the Claim seeks an increase in the Contract Price, the Contract Time, or both, the Contractor shall submit with the Claim an affidavit certifying that:

- a) The Claim is made in good faith and covers all costs and delays to which the Contractor is entitled as a result of the event(s) giving rise to the Claim;
- b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which the Contractor believes it is entitled; and
- c) All supporting costs and pricing data are current, accurate, complete, and represent the best of the Contractor's knowledge and belief.

The Contractor shall ensure that the affidavit is executed by an official who has the authority to legally bind Contractor.

3-7.3 Claim Resolution Process. The Contractor shall submit claim certification and request for a settlement meeting and the City's Determination to the Construction Manager within 20 Working Days of receipt of the Construction Manager's initial determination.

3-7.4 Initial Determination. Initial Determination is the City's written approval or non-approval of a Claim from the Contractor. Within 30 days of receipt of a Claim, the City will deliver an Initial Determination to the Contractor. The City will not consider and will return to the Contractor any written demand that does not conform to the requirements of 3-7, "CLAIMS."

3-7.5 Final Determination. If the Contractor disagrees with the Initial Determination, the Contractor may request a Final Determination. The Contractor's request shall be in writing and shall be delivered to the City within 30 days of the date of the Initial Determination. The City will deliver a Final Determination to the Contractor within 30 days after receipt of the Contractor's written request. Final Determination is the City's final written decision on the Contractor's appeal of the City's Initial Determination on the Contractor's Claim.

3-7.6 Settlement Meeting. Within 15 Working Days of receipt of the Contractor's request for a "Settlement Meeting", the Construction Manager will schedule a "Settlement Meeting" between the Contractor's representative, the City's representative, and the Construction Manager. This meeting will be an opportunity for the Contractor to explain its claim to senior management of the City. If a settlement agreement cannot be reached, the Construction Manager and the City will proceed to make a joint written determination.

3-7.7 City's Determination. The City will make a written determination within 20 Working Days after the settlement meeting. The written determination shall be final and binding on the Contractor unless the Contractor notifies the City and the Construction Manager in writing of its objection within 15 Working Days after receipt of the written determination, and files a "Request for Mediation" in accordance with 3-6, "DISPUTE

RESOLUTION PROCESS.” Failure to give notice of objection within said 15 Working Days period shall be deemed to be a waiver of its right to pursue the claim.

3-7.8 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this contract, upon the City’s request, the Contractor agrees to assist in resolving the dispute or litigation. the Contractor assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution, litigation, or both.

3-7.8.1 Attorney Fees Related To Mandatory Assistance. In providing the City with dispute or litigation assistance, the Contractor and or Subcontractors or their agents, officers, and employees may incur expenses and or costs. The Contractor agrees that any attorney fees it may incur are not reimbursable.

3-7.8.2 Compensation for Mandatory Assistance. The City will reimburse the Contractor for reasonable fees and expenses incurred by the Contractor for any required assistance rendered in accordance with 3-7.8, “Mandatory Assistance” as Additional Services. The City in its sole discretion shall determine whether these fees and expenses were necessary due to the conduct of or failure to act by the Contractor or Subcontractors or their respective agents, officers, and employees. If the City determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of the conduct of or failure to act by the Contractor or Subcontractors or their respective agents, officers, and employees, in part or in whole, the City shall be entitled to be reimbursed for any payments made for these fees and expenses.

Reimbursement may be through any legal means necessary, including the City’s withholding of payment.

3-7.9 Costs Relating To Weather Damage. The Contractor shall have no claims against the City for damages for any injury to Work, resulting from the action of the elements or weather. If, however, in the opinion of the Construction Manager, the Contractor has made all reasonable efforts to protect the Work, the Contractor may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of Work in accordance with Section 6, “PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK.”

- END OF SECTION -

SECTION 4 – CONTROL OF MATERIALS

4-1.3.2 Inspection of Material Not Locally Produced. ADD the following paragraph:

When required by the Special Provisions or as noted on the Plans, the Engineer may elect to perform inspection of an out-of-town manufacturer. The Contractor shall incur all inspection costs. These costs shall include travel expenses, a per diem allowance for lodging, meals, and car rental per day. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs. At the option of the Engineer, full time inspection will continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, the expenses of the Engineer's supervisor will be included in the figures for one 2-day trip to the site per month. Inspection costs paid by the Contractor will not include the wages of the Engineer and their supervisor if employed by the City, when required by the Special Provisions or as shown on Plans.

ADD: 4-1.3.4 Inspection Paid For By the Contractor. The Contractor shall employ and pay for the services of a qualified inspection agency to perform any specialty inspection services required by the Contract Documents.

If no Bid item is provided, payment shall be included in various Bid items.

ADD: 4-1.3.4 Special Inspection. Certain elements of the Work may be subject to special inspection required by applicable building codes, and a building permit issued to the Engineer prior to construction (or to be issued to the Contractor) by the City's Building Official (hereinafter "BO"). **It is the Contractor's responsibility to determine if applicable building permits have been previously issued by the Building Official for construction of any structural elements to be incorporated into the Work. Unless otherwise indicated, the Contractor shall contact the City's Building Official prior to starting the Work to identify any requirements in obtaining building permits that may be required for the Work.**

Special inspection and testing shall be provided by the City.

Special Inspectors provided by the City will be certified by the BO to perform the functions of a Special Inspector, and the Contractor shall comply with all direction given by a Special Inspector as if given by the BO. The Contractor shall accommodate the Special Inspectors acting on behalf of the BO as follows:

- i. Observe Work: The Special Inspector shall observe the Work for conformance with the BO's approved design Drawings and Specifications. Shop Drawings, Working Drawings, or both may be used only as an aid to inspection. Special Inspections are to be performed on a continuous basis, meaning that the Special Inspector is on site at all times observing the Work requiring Special Inspection.

- ii. Periodic inspections, if any, shall have prior approval by the BO based on a separate written plan prepared by the Contractor and reviewed and approved by the BO and the Engineer.
- iii. The Special Inspector shall bring nonconforming items to the immediate attention of the Contractor and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated in the Work the Special Inspector will immediately notify the BO, notify the Engineer, and post a discrepancy notice.
- iv. Furnish Daily Reports: Special Inspectors will complete and sign both the Special Inspection record and the daily report form for each daily inspection to remain at the Site with the Contractor for review by the Engineer and BO.
- v. The Special Inspector or inspection agency shall furnish weekly reports of tests and inspections directly to the Engineer, BO and others as designated on the plans, permits or herein. These reports shall include the following:
 - 1. Description of daily inspections and tests made with applicable locations;
 - 2. Listing of all nonconforming items;
 - 3. Report on how nonconforming items were resolved or unresolved as applicable;
 - 4. Itemized changes authorized by the Engineer and BO if not included in nonconformance items.
- vi. The Special Inspector will submit a final signed report to the Engineer and BO stating that Work requiring Special Inspection and testing were inspected, tested and reported, and to the best of Special Inspector's knowledge, is in conformance with the approved drawings and Contract Documents, approved revisions and the applicable workmanship provisions of the building codes whichever is in effect on the permitted Plans. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e., missed inspections, periodic inspections when continuous was required, etc.) will be specifically itemized in this report. Final inspection of the structure will not be scheduled until the final report for all Work items requiring Special Inspection have been reviewed and approved by the Engineer and BO.

The Contractor shall be responsible for the following coordination of Special Inspections provided by the City's Special Inspectors:

- i. The Contractor shall notify the Special Inspector prior to performing any item of Work that requires Special Inspection and shall review the Contract Documents and perform any necessary preparatory Work at the Site.
- ii. The Contractor is responsible for providing the Special Inspector access to approved Drawings and Specifications at the Project's Site.

- iii. The Contractor shall be responsible for retaining at the Site all Special Inspection records submitted by the Special Inspector and providing these records for review by the Engineer upon request.
- iv. The Contractor shall not perform any items of Work that requires Special Inspection without the presence of the Special Inspector during the performance of that Work. Work requiring continuous inspection performed without Special Inspection shall be subject to removal.
- v. Upon completion of task requiring Special Inspection, the Contractor shall submit to the Engineer all Special Inspection reports that certify that the Work requiring Special Inspection has been completed in accordance with the Contract Documents and the applicable building codes and approved by the BO.

4-1.6 TRADE NAMES OR EQUALS. DELETE in its entirety and SUBSTITUTE the following:

In accordance with California Public Contract Code §3400(a), and as specified herein this Section 4-1.6, the Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item **within 20 days after award of the contract**. If an offered substitution by the Contractor for the trade names specified in the Contract necessitates changes to, or coordination with, other items of the Work, the information submitted shall include details showing such changes. The Contractor shall perform these changes as part of the substitution of material or equipment and at no additional cost to the City. The lack of action on the Engineer’s side by taking no exceptions to the proposed substitution shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

Request for approvals of “or equal” items prior to Bid Opening will not be considered. Bidders are responsible to ensure their Bid includes the price required for the item as specified, and assumes all risk in including a price for an “or equal” item that is not approved by the Engineer, and any additional cost associated with furnishing and installing the item as specified in the specifications or plans.

The Contractor may bring forward a substitution proposal for an “or equal” item provided the request and supporting documentation is submitted within 20 days of contract award. The following information shall be included with any substitution request:

1. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
2. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
3. All variations of the proposed substitute from the items originally specified will be identified.
4. Available maintenance, repair, and replacement service requirements. The manufacturer must have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
5. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.

There is no guaranteed time frame for the Engineer's review of the substitution requests.

The Contractor is responsible to demonstrate that the type, function, and quality of any such substitute product, material or equipment is equivalent to the specified item. The Engineer shall require at the Contractor's expense additional data about the proposed substitution he deems necessary.

If the Engineer takes no exceptions to the proposed substitution, it will not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

The lack of any action by the Engineer does not constitute acceptance of the substitution; all approved "or equal" substitutions must be approved in writing by the Engineer.

Acceptance by the Engineer of a substitute item does not relieve you of the responsibility for full compliance with the Contract Documents.

The Bid submittal must be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, you will not be entitled to either an extension in Contract Time, and/or an increase in the Contract Price.

As applicable, no Shop Drawing or Working Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.

You must reimburse the City for the charges of the Engineer for evaluating each proposed substitution.

ADD: 4-2 PLACING ORDERS.

The Contractor shall place the orders for all long lead-time supplies, materials and equipment **within 3 working days after execution of the contract by the City of Rialto.** The Contractor shall furnish the Engineer with a statement from the vendors that the orders for said supplies, materials, and equipment has been received and accepted by said vendors **within 15 working days** from the date of execution of Contract.

- END OF SECTION -

SECTION 5 - UTILITIES

5-1 LOCATION. ADD the following:

The City does not warrant the accuracy or completeness of the location and type of existing utilities and substructures shown on the Plans. The Contractor is responsible to accurately locate, by potholing or other suitable methods, all existing utilities such as service connections and substructures as shown on the Plans and marked out by Underground Service Alert (USA), to prevent damage to such facilities and to identify any conflicts with the proposed work.

The Contractor shall fill all potholes on the same day of excavation, and, if no trenching is performed within 10 Working Days, fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise allowed by the Engineer.

There will be no other compensation for potholing at any specific location required by the Plans. Neither will showing some specific locations on the Plans relieve the Contractor of the responsibility to pothole as previously mentioned in this Subsection.

The Contractor shall notify the Engineer, in writing, of any conflicts between existing utilities and the proposed work a minimum of 5 Working Days, and 300 feet in advance of the work to provide adequate time, and space for any changes to the work needed to avoid unforeseen conflicts. The Contractor shall perform utility location far enough in advance of the Work to provide the written notification specified in this section.

The written notification shall include; date of utility location, method of utility location, type, size, and material of utility, horizontal location (to the nearest Station), depth for existing pavement or ground surface to top and bottom of utility, suspected ownership of utility, and the date on which any conflict with the utility will impact the critical path(s).

For existing utilities shown on the Plans or marked out by USA, the Contractor shall not be entitled to an extension of Contract Time or compensation for delay if direction is provided by the Engineer within 5 Working Days from receipt of the Contractor's written notification of the utility conflict. If the Engineer does not provide direction to the Contractor within the 5 Working Days, an extension of Contract Time may be granted in accordance with Section 6, beginning on the sixth Working Day after receipt of the Contractor's written notification.

5-2 PROTECTION. ADD the following:

When existing underground utilities are undercut the Contractor shall backfill for at least 12" all around the undercut utility. The backfill material shall conform to 306-1.2.1, "Bedding."

When a one-inch or smaller water service is damaged during trenching operations, repairs shall be made in accordance with applicable standards required by the Water Utility Owner.

The City may decide to perform the repairs to water and sewer mains, water services, and sewer laterals with the City Forces at the discretion of the Engineer at the Contractor's expense.

The Contractor shall notify the City at least 2 Working Days prior to start of excavation, unless, earlier notice is required by another permit or plan.

ADD: 5-7 Payment. Unless otherwise specified in the Contract Documents, payment for items of work related to Utilities shall be included in the various Bid items.

Potholing for existing utilities which are not shown on the Plans, but marked out by USA shall be as directed by the Engineer and paid for according to 3-3, "EXTRA WORK."

- END OF SECTION -

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. ADD the following:

- a) Upon the request of the Contractor, the City may delay the issuance of the Notice to Proceed (NTP) up to 10 Working Days from the date of the preconstruction conference. No time extension of this delay will be allowed.
- b) The Contractor shall be responsible for developing, coordinating, revising, updating, and maintaining the cost loaded construction schedule (Schedule) utilizing the Critical Path Method (CPM).
- c) All versions of the Schedule shall be based solely on the Work as awarded, and shall exclude any substitute proposals even if the Contractor pursues a substitution in accordance with provisions of the Contract.
- d) The approved proposals and approved Change Orders shall be included in the Schedule updates.
- e) Total float is the number of days by which a part of the Work in the Schedule may be delayed from its early dates without necessarily extending the Contract Time. The Contract float is the number of days between the Contractor's anticipated date for early completion of the Work, or specified part, and the corresponding Contract Time. Total float and Contract Time float belong to the Project and are not for the exclusive benefit of any Party. They shall be available to the City or the Contractor to accommodate changes in the Work or to mitigate the effect of events which may delay performance or completion.
- f) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The City may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, the Contractor's failure, or refusal to provide the required Schedule information precludes a proper evaluation of the Contractor's ability to complete Project within the Contract Time.
- g) The Schedule shall show a breakdown of Work into activities and relationships to the extent required to effectively manage the Work. The Schedule shall show the division of the Work into activities and specify the progression from the Notice to Proceed (NTP) to the end of the Contract Time.
- h) The Schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests.
- i) The Contractor shall include in the Schedule inclusive in the Contract Time allotted, three (3) Working Days for the City to conduct a thorough walk-through.

- j) The Contractor shall include in the Schedule inclusive in the Contract Time allotted 10 Working Days for generation of the punchlist. The Contractor shall Work diligently to complete all punchlist items within 20 Working Days after officially being provided the punchlist by the Engineer.
- k) If the Contractor modifies or changes the Schedule, for Change Order Work or otherwise, the Engineer shall be notified in writing with an explanation.
- l) Comments made by the Engineer on the Schedule during review will not relieve the Contractor from compliance with requirements of the Contract. The Engineer may request that the Contractor and major Subcontractors (defined herein as being any Subcontractor or Supplier with 5% or more of the value of the Contract) participate in review of any Schedule submission. The Schedule revisions shall be submitted within 10 Working Days after the Engineer's review.
- m) The Schedule shall show work to be done by the City personnel, such as but not limited to, submittal reviews (separate tasks for each), sewer televising, water main connections, water testing, and operational performance tests as separate tasks. The Schedule shall show appropriate time allowances for Work performed by other agencies.
- n) If completion of any part of the Work, delivery of equipment or materials, or provision of the Contractor submittals is behind schedule and will impact the completion date of the Work, the Contractor shall submit a written recovery plan acceptable to the Engineer for completing the Work by the current Contract completion date.
- o) The Contractor shall not be entitled to any extension in Contract Time, or recovery for any delay incurred because of extensions in an early completion date, until all Contract float is used, performance of the Work extends beyond the corresponding Contract Time, and a recovery plan is submitted demonstrating that the delay cannot be mitigated or offset through actions such as rescheduling Work.
- p) Misrepresentation of actual Work durations in order to suppress available float time shall be cause for rejection of the Schedule and any revisions or updates.
- q) The Schedule shall include procurement related activities which lead to the delivery of permanent materials to the Site in a timely manner. Procurement activities include activities such as preparation of Shop Drawings and Working Drawings, review and acceptance of Shop Drawings and Working Drawings, materials fabrication, materials delivery, etc., as appropriate.
- r) The Schedule shall be reasonably balanced over the construction duration. Upon receipt, the Engineer will review the Schedule and provide comments, as appropriate, for revision by the Contractor.
- s) Each Schedule activity shall be assigned a budget. Separate Bid items shall be separate activities. The Schedule shall specify costs for each phase of the Contract.

The cost value of all Schedule activities shall equal the Contract values shown in the Bid both individually and in total and include Change Orders.

- t) If the Engineer questions the logic of the Schedule, the Engineer may at any time request a Schedule narrative that describes the approach to the Work and the rationale used to develop the Schedule relationships and logic.
- u) When specified in the Contract Documents, the 90-day Plant Establishment Period is included in the stipulated Contract Time and will begin with the acceptance of the planting in accordance with the Special Provisions.
- v) For phased funded contracts, the Schedule shall include the Work to be completed as part of the first phase of the Phased Funding Schedule and all remaining phases.

ADD: 6-1.1.1 Contracts Less Than \$1,000,000 In Value. The Contractor shall provide the Schedule to the Engineer at the preconstruction meeting. At a minimum, the Schedule shall conform to the following:

- a) Provide a fully developed horizontal bar-chart type schedule.
- b) Provide a separate time bar for each significant construction activity.
- c) Provide a continuous vertical line to identify the first Working Day of each week.
- d) Within each time bar, indicate estimated completion percentage in 10% increments. As Work progresses, place a contrasting mark in each bar to indicate actual completion.
- e) Indicate graphically sequences necessary for completion of related portions of the Work.
- f) Be of sufficient size to show data for the entire Contract Time.

ADD: 6-1.1.2 Contracts With More Than \$1,000,000 In Value. The Contractor shall provide the Schedule to the Engineer no later than the date of the pre-construction meeting. The Contractor may provide a look-ahead schedule for the first 90 days of the Contract Time to the Engineer, prepared in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK." If the Contractor selects to provide a 90 days look-ahead schedule, the Schedule covering the full Contract Time shall be submitted and approved within 4 weeks after NTP.

The Contractor shall use any scheduling product capable of producing the required information in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK", for the computerized CPM scheduling and monthly update reports. Electronic file submittals shall be compatible with formats used by the City.

In addition to the electronic submittal of the Schedule, the Contractor shall provide hard copy tabular reports in accordance with 2-5.3, "Submittals." The Schedule shall contain as a minimum the following information:

- a) The Schedule shall include the Project Name, City's Project identification numbers, the Contractor's name, address and phone number, dates of original schedule and latest revision, revision number, and Contract Time.
- b) The Schedule shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work such that, in the sole judgment of the Engineer, it provides an appropriate basis for monitoring progress.
- c) The Schedule shall show the sequence, duration, both early and actual start and end dates of each activity, interdependence, critical path and percentage of completion status of all activities required for the complete performance of Work. It shall begin with the date of issuance of the NTP and include construction activities including submittal review, operation checks, final walk-through, and punchlist generation.
- d) The Schedule shall include the cost associated with each activity and the total cost for each phase of the Contract. The cost information shown in the Schedule will be used for schedule evaluation and budgetary forecasting purposes only, and shall not be construed as entitlement for payment.
- e) The graphical reports when specified or required by the Engineer shall be in a precedence diagram format, shall be plotted on a time-scaled calendar, and shall expressly identify the Contract Time, the critical path(s) and activities.
- f) Activities shall be shown on their early dates, with their total float noted beside them. Connections between activities whether on the same sheet or on different sheets, shall identify both predecessor and successor Work. Activity data shall include description of Work, activity costs (budget), activity duration and special codes.
- g) Activity data shall include description of the Work, activity duration, percent completed, and any special codes required with the following information:
 - i. Current status of the activity.
 - ii. Remaining duration of the activity.
 - iii. Actual start and finish dates for the activity in progress or completed.
- h) The Schedule updates shall include both forecast and actual cost and schedule data.
- i) The sub-tasks for lump sum Bid items shown on the Schedule shall be submitted in accordance with 9-2, "LUMP SUM ITEMS."

- j) The Schedule shall indicate the estimated person days and material quantities for each construction activity.
- k) For those activities started but not yet completed at the time of submittal, the updated Schedule shall reflect the percentage of costs remaining, as agreed between the Contractor and the Engineer, for an estimate of the remaining budget.

6-1.2 Commencement of Work. ADD the following:

Unless specifically authorized by City in writing, the Contractor shall not begin any construction activities on the Project until CEQA (and NEPA, if applicable) review has been completed as evidenced by certification of an environmental impact report, mitigated negative declaration, negative declaration, or by issuance of an exemption, as applicable.

ADD: 6-1.3 Work Outside Normal Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, Work at the Site shall be performed during normal working hours. Normal working hours refers to the working hours identified in the Contract Documents. The Contractor shall not work during non-normal working hours or on Saturday, Sunday, or any the City observed holiday without the Engineer's written consent. If approved, night work shall be completed at night between the hours of 7:00 P.M. - 5:00 A.M. unless otherwise specified on the Plans, in the Special Provisions, or on the traffic control permits.

The Engineer will coordinate inspection staff, to the extent possible, to accommodate Project inspection requirements. If the Contractor's request is approved, the Contractor will be responsible for reimbursing the City for all costs to provide inspection services required to monitor the Work outside of normal working hours. The Contractor shall be billed at the stipulated hourly rate to cover the City's expenses for the inspection services and a deductive Change Order will be issued.

The Contractor shall be required to obtain a noise abatement permit when such a permit is required to perform Work outside the normal working hours.

Special Note: Insofar as the City's Municipal Code Section 9.50.060 may exempt public works projects from requirements to mitigate the generation of noise as a result of the Contractor's operations, the Contractor will be required to comply with applicable mitigation measures related to noise that may be included in the City's CEQA and/or NEPA environmental document. Any work occurring outside normal hours that may generate noise will be required to mitigate the noise to the greatest degree possible at the Contractor's expense, as required by the Engineer.

The Engineer retains the sole authority to deny any work occurring outside normal hours if in his determination such work would generate noise too disruptive to the public.

ADD: 6-1.4 Phased Funding.

6-1.4.1 General. Phase Funding is a means by which large projects, encompassing multiple tasks and taking place over an extended period of time, may be budgeted and appropriated in a multi-phase plan and contracted accordingly that maximizes the City's use of available funds. If this contract is specified on the Contract Documents to be subject to phased funding, the phased funding requirements in these specifications shall apply.

The decision to utilize phased funding shall be solely at the discretion of the City.

6-1.4.2 Pre-Award Schedule. The Pre-Award Schedule is a cost-loaded CPM schedule prepared in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" showing all activities with costs, durations, and dependencies, for the first phase of the contract. The Pre-Award Schedule shall be used as a basis for the first Phased Funding Schedule Agreement which will be developed by the City.

For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder shall contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, then within 5 Working Days after receiving notice, the next Apparent Low Bidder shall provide the Pre-Award Schedule. This process shall continue until the City has selected the lowest responsible and reliable Bidder or has decided to reject all Bids.

The Contractor shall coordinate the estimated construction start date with the City's Project Manager. Upon receipt, the Project Manager will review the Pre-Award Schedule and provide comments, as appropriate, for revision by the Contractor. The Project Manager may require backup documentation and calculations to justify schedules.

6-1.4.3 First Phased Funding Schedule Agreement. The first Phased Funding Schedule Agreement shall show the fund availability for the first phase. Within 22 Working Days from the date of the Bid Opening or notice to the next Apparent Low Bidder (whichever occurs last) and once a Pre-Award Schedule is accepted by the City, the City will present the first Phased Funding Schedule Agreement to the Contractor that is selected as the lowest responsible Bidder as defined in the Rialto Municipal Code.

At the Project Manager's request, the Contractor shall meet with the Project Manager before execution of the first Phased Funding Schedule Agreement to discuss the Project Manager's comments and requests for revision to the Pre-Award Schedule.

Failure by the Contractor to perform the following may result in the Bid being rejected as non-responsive: a) meet with the Project Manager, if requested to do so, to discuss and respond to the City comments regarding the Pre-Award Schedule, b) revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or c) execute the first Phased Funding Schedule Agreement within a day after receipt. Once executed by both parties, the first Phased Funding Schedule Agreement shall become part of the Contract Documents. The first Phased Funding Schedule Agreement Form is included in the Bidding Documents.

The City reserves the right to award the first phase with duration of fewer than 90 Working Days.

6-1.4.4 Final Phased Funding Schedule Agreement. After Award the Contractor's approved Schedule shall serve as the basis for the final Phased Funding Schedule Agreement, which includes the total contract amount and all phases. The City and Contractor may mutually agree to revise the first phase; however, the total funds allocated as part of the previously approved Pre-Award Schedule shall not be exceeded.

The final Phased Funding Schedule Agreement shall define payment limitations and the respective obligations of the parties in accordance with 9-3.7, "Phased Funding Compensation."

ADD: 6-1.5 Contract Time Extensions. The Contract Time shall not be modified except by Change Order. The Contractor shall immediately submit to the City a written request for a Change Order to modify the Contract Time, but in no event later than 24 hours after the occurrence and discovery of the event(s) giving rise to the request. The Contractor shall include in its request a general description of the basis for and the estimated length of any extension and submit supporting data. Any City approval of a request shall be contingent upon the Contractor's submission of a written statement that the Contract Time extension reflects the entire extension to which the Contractor is entitled as a result of the occurrence of the event(s).

The City will not grant an extension in Contract Time unless the Contractor demonstrates through an analysis of the critical path that: 1) the increases in the time to perform all or part of the Project, beyond the Contract Time, arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, their agents, officers, and/or employees; and 2) the causes actually rendered performance of all or part of the Project beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to avoid the extension.

Delays attributable to and within the control of the Contractor's Subcontractors shall be deemed to be delays within the control of the Contractor. The City will not allow time extensions for these delays.

The City will issue a periodic (usually weekly or monthly) document that will stipulate the Contract Time. If the Contractor does not agree with this document, the Contractor shall

within 15 days after receipt of the statement submit to the City for review a written protest supporting the Contractor's objections to the document. The Contractor's failure to file a timely protest shall constitute the Contractor's acceptance of the City's weekly document. If the Contractor's protest is considered to be a claim for time extension, it shall be subject to 3-7, "Claims."

The Contractor shall be fully responsible for any delays arising from the Contractor's design of the Project when engineering services are included in the Work.

ADD: 6-1.6 Excusable Delays. To the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an "Excusable Delay", to the extent not set forth below, a delay will be considered an "Inexcusable Delay":

- a) Failure or inability of the City to make available any portion or the entire Site in accordance with the requirements of the Schedule.
- b) Failure or inability of the City or the Contractor to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of the Contractor as determined by the City.
- c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
- d) Delays resulting from Force Majeure.
- e) Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule.
- f) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought to the Site by the Contractor.
- g) Delays resulting from changes in Applicable Laws occurring after the date of execution of this contract;
- h) Delays occurring due to the acts or omissions of the City and those within the control of the City.
- i) Delays resulting from the City-mandated suspensions of Work.

ADD: 6-1.7 Payment. Payment for the Construction Schedule shall be included in the various Bid items unless a Bid item has been provided.

6-4 DEFAULT BY THE CONTRACTOR. DELETE the first paragraph in its entirety and SUBSTITUTE the following:

If one or more of the following events occur prior to acceptance of the Work, the Contractor shall be considered in default of the Contract:

- a) becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay debts as they become due, or is otherwise financially unable to complete the Work;
- b) abandons the Work by failing to report to the Work Site and diligently prosecute the Work;
- c) disregards or violates provisions of the Contract Documents or City's instructions;
- d) fails to prosecute the Work according to the approved schedule without excusable delays in conformance with 6-6, "DELAYS AND EXTENSIONS OF TIME;"
- e) disregards Laws or Regulations of any public body having jurisdiction;
- f) commits continuous or repeated violations of approved or legislated safety requirements; or
- g) failure to notify the Engineer upon discovery of items of Native American, Archaeological, or Paleontological interests.

Notices under this section shall be in accordance with 2-1.1.3, "Special Notices."

The City will notify the Contractor and the Surety of the City's intent to find the Contractor in default. If Contractor fails to commence satisfactory correction of a default within 5 Working Days after receipt of a notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the City:

- a) may terminate the Contractor's right to perform under this Agreement by issuing a default notification to the Contractor and its Surety,
- b) may use any materials, equipment, tools or other facilities furnished by the Contractor to complete the Contractor's work without any further compensation to the Contractor for such use, and
- c) may furnish those materials, equipment, tools and other facilities to others to the extent the City deems necessary to maintain the orderly progress of the Work.

The Contractor shall be entitled to no further payment until the remaining portion of the Work has been completed. The Contractor will be paid the actual amount due based on Contract Unit Prices or lump sum Bid and the quantity of the Work completed at the time of default, less damages caused to the City by acts of the Contractor.

Costs incurred by the City in performing the Contractor's work, plus a markup of 15% on those costs for overhead, shall be deducted from any money due or to become due to the Contractor. The Contractor shall pay to the City any amount by which those costs and markup exceed the unpaid balance of the Contract Price.

Upon receipt of the Notice of Termination for Default, the Surety shall immediately takeover and assume the control of and perform the Work as the successor to the Contractor. The Surety shall assume all rights, obligations, and liabilities, including liquidated damages that have accrued under the Contract. The Surety shall maintain the Site and all of its safety controls. If the Surety fails to maintain the Site, the City may correct unsafe conditions and charge the Surety for all costs incurred. When the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part, and will be paid by the City for Work performed by it in accordance with the Contract. When the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of the notice of Termination for Default, the Surety shall provide a written plan detailing the course of action it intends to take to remedy the default. The City will review and notify the Surety if the plan is satisfactory.

If the Surety fails to submit the plan or to maintain progress on the plan once it's been approved by the City, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by the City forces, by letting the unfinished Work to another Contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the amounts due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 30 days after the City submits an invoice for all costs in excess of the remaining Contract Price.

The provisions of this subsection shall be in addition to all other rights and remedies available to the City under law.

6-5 TERMINATION OF THE CONTRACT. DELETE in its entirety and SUBSTITUTE the following:

The City may terminate the Contract if it becomes impossible or impracticable to proceed, because of conditions or events beyond the control of the City.

Notices under this section shall be in accordance with 2-1.1.3, "Special Notices."

Upon receipt of written notice of termination the Contractor shall immediately cease all work, except work the Contractor is directed to complete or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work. In case of Termination for Convenience, the Contractor shall be paid (without duplication);

- a) for completed and acceptable work executed in accordance with the Contract prior to the effective date of termination;
- b) for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
- c) for reasonable expenses directly attributable to termination.

After termination, the Contractor shall submit a final termination settlement proposal to City in the form and with the certification prescribed by the City. The Contractor shall submit the proposal no later than 3 months from the effective date of termination, unless extended, in writing, by the City upon written request of the Contractor within the 6 month period.

If the Contractor fails to submit the proposal within 3 months, the City may determine the fair and reasonable amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount determined. If the Contractor disagrees with the amount determined by the City as fair and reasonable, the Contractor shall provide notice to the City within 30 days of receipt of payment. Any amount due shall be as later determined by arbitration, if the City and the Contractor agree thereto, or as fixed in a court of law.

All settlements related to termination of the contract in accordance with this section will be subject to the approval of the City Council before ultimately becoming final.

ADD: 6-5.1 Termination of the Contractor's Performance of Work. The City may terminate, subject to the express terms and conditions set forth below, the Contractor's performance of Work under this contract, in whole or, from time to time, in part, if the City Council does not appropriate sufficient monies to fund the Contract. The Engineer will terminate, on behalf of the City, by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

ADD: 6-5.2 Notice of Termination. Notice of Termination is from City to the Contractor terminating the Contract in accordance with 6-5, "TERMINATION OF CONTRACT."

After receipt of the Notice of Termination, and except as otherwise directed by the Engineer, the Contractor shall immediately proceed as follows:

- a) Stop Work immediately or in accordance with the Notice of Termination.
- b) Immediately place no further subcontracts for materials, services, or facilities, except as necessary to complete any authorized continued portion of the Contract.
- c) Immediately terminate all subcontracts to the extent that they relate to the Work terminated;

- d) With approval by the Engineer, settle all outstanding obligations arising from the termination of subcontracts; the approval of which will be final for purposes of this section.
- e) As directed by the Engineer, transfer the title and deliver to the City, completed or partially completed drawings, plans, calculations, specifications and any other documents and records that, if the Contract had been completed, would be required to be furnished to the City.
- f) Complete performance of the Work not terminated.
- g) Take all necessary steps and actions to minimize all costs to the City as a result of the termination.
- h) Take any action that may be necessary, or that the Engineer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the City has or may acquire an interest.

ADD: 6-5.3 Termination Settlement. After termination, the Contractor shall submit a final termination settlement proposal to the Engineer in the form and with the certification prescribed by the Engineer. The Contractor shall submit the proposal promptly, but no later than 3 months from the effective date of termination, unless extended, in writing, by the Engineer upon written request of the Contractor within this 3 month period. If the Engineer determines that the facts justify it, a termination settlement proposal may be received and acted on after 3 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the City may, in good faith, determine, on the basis of information available, the fair and reasonable amount, if any, due the Contractor as a result of the termination and pay the amount determined. If the Contractor does not agree that the amount determined by the Engineer is fair and reasonable and if the Contractor gives notice of such disagreement to the City in accordance with this subsection, within 30 days of receipt of payment, then the amount due shall be as later determined by arbitration, if the City and the Contractor agree thereto, or as fixed in a court of law.

ADD: 6-5.4 Payment to the Contractor Due to Termination. Subject to 6-5.3, "Termination Settlement" the Contractor and the Engineer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The agreed amount, whether in accordance with this subsection or 6-5.5, "Failure to Agree on Payment," exclusive of costs shown in 6-5.5, "Failure to Agree on Payment," subparagraph C, may not exceed the total dollar amount authorized by the City as reduced by (1) the amount of payments previously made; and (2) the Contract Price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Subsection 6-5.5, "Failure to Agree on Payment," shall not limit, restrict, or affect the amount that may be agreed upon to be paid in accordance with this subsection.

ADD: 6-5.5 Failure to Agree on Payment. If the Contractor and the City fail to agree on the whole amount to be paid because of the termination of Work, the City will pay the Contractor the fair and reasonable amounts determined in good faith by the City as follows, but without duplication of any amounts agreed on in accordance with 6-5.4, "Payment to Contractor Due to Termination" above:

- a) The Contract Price for completed services accepted by the City not previously paid for adjusted for any saving of freight and other charges.
- b) The total of:
 - i. The costs incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to services paid or to be paid in accordance with 6-5.6, "Failure to Agree on Payment";
 - ii. The fair and reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in subdivision "a", above;
 - iii. A sum, as provided in subdivision "a", above, determined by the Engineer to be fair and reasonable under the circumstances; however, if it appears that the Contractor would have sustained a loss on the entire contract, had it been completed, the City will allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
 - iv. The reasonable costs of settlement of the Work terminated, including:
 - a. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination of settlement proposals and supporting data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of property in which the City has or may acquire an interest.

ADD: 6-5.6 Payment for Property Destroyed, Lost, Stolen, or Damaged. Except to the extent that the City expressly assumed the risk of loss, the Engineer shall exclude from the amounts payable to the Contractor in accordance with 6-5.5, "Failure to Agree on Payment", the fair value, as determined by the Engineer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the City.

ADD: 6-5.7 Determination of Amount Due the Contractor. In arriving at the amount due the Contractor in accordance with this section, there shall be deducted:

- a) all un-liquidated advance or other payments to the Contractor under the terminated portion of this contract;
- b) any claim which the City has against the Contractor under this contract; and
- c) the agreed price for or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this section and not recovered by or credited to the City.

ADD: 6-5.8 Partial Termination. If the termination is partial, the Contractor may file a proposal with the Engineer for an equitable adjustment of the price(s) of the continued portion of the Contract. The City will make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this section shall be requested within 90 days from the effective date of termination, unless extended, in writing, by the Engineer.

ADD: 6-5.9 Partial Termination Payments. The City may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract if the Engineer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

If the total payments exceed amounts finally determined to be due, the Contractor shall repay the excess to the City upon demand, together with interest. Interest shall be at a rate of 6% per annum compounded daily and shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or disposition, or a later date determined by the Engineer because of the circumstances.

ADD: 6-5.10 Records and Documents Relating to Termination. Unless otherwise provided in the Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs, expenses, and settlement under this contract. The Contractor shall make these records and documents available to the City, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Engineer, photographs, microphotographs, and other authentic reproductions may be maintained instead of original records and documents.

ADD: 6-5.11 Rights of the City Preserved. Where the Contract has been terminated by the City in accordance with 6-5, "Termination of Contract" the termination will not affect any rights or remedies of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies paid to the Contractor by the City shall not release the Contractor from liability.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. ADD the following:

Whenever the Contractor foresees any delay in the prosecution of the Work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer, in writing, of the probability of the occurrence of such delay and its cause.

It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

ADD: 6-6.1.1 Damages Caused By Act Of God. As provided in §7105 of the California Public Contract Code, if this contract is not financed by revenue bonds, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an Act of God, in excess of 5% of the Contract Price if:

- a) the Project damaged was built in accordance with the Contract requirements, and
- b) there are no insurance requirements in the Contract for the damages.

ADD: 6-6.3.1 City Right to Stop Work. The City, may, at any time and without cause, suspend the Project or any portion thereof for a period of not more than 90 days by written notice to the Contractor. The Contractor shall resume the Project on receipt from the City of a notice of resumption of Work.

The City reserves the right to shut down any trenching operation if the Contractor is not proceeding within a reasonable period of time to restore the pavement and clean up after himself. A reasonable period of time is considered to be 5 Working Days after backfilling any trench excavated in public streets. The period of time allowed will be determined by the Engineer and is not subject to dispute by the Contractor.

ADD: 6-6.5 Contract Time Extension and Schedule Analysis. A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

Fragnet is a group of schedule network activities representing a delay or change event. The Schedule analysis shall use delay fragnets to show the impact of the Work that is the basis of the Claim on specific impacted critical path Schedule activities.

Where the Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay to a "critical path" activity beyond the control of both the City and the Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the Project due to such delay shall be the Contractor's sole and exclusive remedy for such delay.

The City may elect, at its sole discretion, to grant an extension in Contract Time, without the Contractor's request, because of delays or other factors.

ADD: 6-6.6 The City Not Liable. In no event shall the City be liable to the Contractor or other parties for damages arising out of or resulting from (i) delays caused by or within the control of the Contractor, or (ii) delays beyond the control of both parties e.g., fires, floods, epidemics, abnormal weather conditions, acts of God, war, or terrorist attack, closure of the City facilities mandated by State or Federal agencies, or acts or neglect by utility owners or other contractors performing other work as contemplated by Section 7, "RESPONSIBILITIES OF THE CONTRACTOR.

ADD: 6-6.7 Event of Force Majeure (Event). Any party to this contract may be excused for any delay or failure to perform its duties and obligations except for obligations to pay money, caused by and to the extent that such failure or delay is caused by an Event.

If an Event causes a delay or failure in performance of only a portion of the obligations of a Party, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused. Performance of all other obligations of a Party shall not be excused by an Event. Any delay or failure to perform shall only excuse the Party for a period no longer than the delay or failure in performance caused by such Event. The Contractor shall not be entitled to damages or additional payment for any delay caused by an Event.

6-7 TIME OF COMPLETION.

6-7.1 General. DELETE in its entirety and SUBSTITUTE the following:

Particular attention is directed to the provisions of Section 6-1, "Construction Schedule and Commencement of Work," Section 6-7, "Time of Completion," and Section 6-9, "Liquidated Damages" of the Standard Specifications.

After the Contract has been approved by the City, and a written Notice to Proceed has been issued to the Contractor, the Contractor shall start the Work within 10 working days after the date specified in said Notice to Proceed.

Said Work shall be diligently prosecuted to completion before the expiration of:

30 WORKING DAYS

from the date specified in the Notice to Proceed issued by the City. Said time of completion does not include time associated with ordering long lead-time items. Contractor shall refer to Section 4-2 of these Special Provisions for requirements associated with ordering long lead-time items.

In accordance with Section 6-9, "Liquidated Damages," and as set forth in the Agreement, the Contractor shall pay to the City as liquidated damages the sum set forth in the Agreement per day for each and every calendar day's delay in finishing the Work in excess of the number of working days prescribed above.

The following shall be included in the stipulated Contract Time: Any number of Working Days required for walk through and preparation and completion of Punchlist items specified in 6-1, "Construction Schedule and Commencement of the Work."

If the Contract Documents require the Contractor to prepare engineered Traffic Control Plans (TCP) prior to the issuance of the NTP, the Contractor is entitled to an additional 20 Working Days to prepare and obtain approval of the TCP. These 20 Working Days include time for preparation of the TCP and the City's review. If the Contractor chooses to exercise this right, the Contractor shall inform the Engineer at the Pre-Construction meeting. In no event shall the NTP be issued more than 20 Working Days from the Pre-Construction meeting.

The Contractor may choose at any time after the Pre-Construction meeting to request the Engineer's approval to start Work in other areas that do not require engineered TCP. In this case, the Contractor shall forfeit the 20 Working Days to prepare the engineered TCP, and the NTP will be issued. The engineered TCP shall be done concurrently and no additional time will be granted.

6-7.2 Working Days. DELETE in its entirety and SUBSTITUTE the following:

A working day is any day within the period between the date of the start of the Contract time as specified in Section 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday,
2. Sunday,
3. Any day designated as a holiday by the City,
4. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association,
5. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in Section 6-6.1, or
6. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in Section 6-6.1.

6-7.3 Contract Time Accounting. After the Second sentence ADD the following:

The Engineer's periodic report for Contract Time accounting will be issued at least once a month.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. DELETE second paragraph in its entirety and SUBSTITUTE the following:

The Contractor's obligation to perform and complete the Work in accordance with the Contract shall be absolute. Neither any payment by the City to the Contractor, nor any use or occupancy of the Work or any part thereof by the City, nor any review of a Shop Drawings and Working Drawing or sample submittal, will constitute an acceptance of Work or any portion of it.

If the Engineer finds materials, equipment, or workmanship which does not meet the terms of the Contract, the Engineer will prepare a Punchlist and submit it to the Contractor. If, in the Engineer's judgment, the Work has been completed, the Engineer will file a NOC with the County Recorder.

ADD: 6-8.6 Defective Work. If the Work, or any part thereof, is found to be defective, whether or not manufactured, fabricated, installed, completed or overlooked and accepted by the City, the Contractor shall, promptly and in accordance with the written instructions of the City e.g., a "punchlist" and within the reasonable time limits stated therein, either correct such defective Work, or, if it has been rejected by the City, remove it from the Site and replace it with non-defective and conforming Work.

If, upon notice, the Contractor fails to immediately correct the Defective Work, or the Contractor fails to correct the Defective Work in a manner conforming to the Contract Documents, the City may order the Contractor to stop all or part of the Project; however, the City's right to stop the Project shall not give rise to any duty on the part of the City to stop Work for the benefit of the Contractor or any other party. The Contractor shall bear all direct and indirect costs and damages that result from the City's stop work notice.

The City may determine in its sole discretion to accept Defective Work in lieu of requiring the Contractor to correct or remove and replace the Defective Work. However, the Contractor shall bear all direct and indirect costs of the Defective Work, and the diminished value to the Project, as determined by the City evaluation. If the City's acceptance of Defective Work occurs prior to Final Payment, the City will issue a Change Order incorporating the necessary revisions in the Contract Documents with respect to the Defective Work and affording the City the appropriate decrease in the Contract Price.

If the Contractor fails to correct, remove, or replace Defective Work within 5 Working Days from the date of written notice from the City, the City may proceed expeditiously with any correction of Defective Work undertaken in accordance with this section. The City may remedy at a sooner time in the event of an emergency. The City may remedy

after 5 Working Days from the date of written notice when the Contractor fails to correct the Defective Work in accordance with the Contract Documents, or when the Contractor fails to comply with any other provision of the Contract Documents.

When undertaking remedial action under this section, the City may: exclude the Contractor from all or part of the Site; take possession of all or part of the Work, and suspend the Contractor's Work and or Services related thereto; and incorporate into the Project all materials and equipment stored at the Site or for which the City has paid but the Contractor has stored elsewhere.

The Contractor shall pay for any claims, costs, losses, and damages incurred by the City in remedying any deficiency e.g., all costs of repair or replacement of Defective Work and all costs of repair of any other Work on the Project destroyed or damaged by correction, removal, or replacement of the Contractor's Defective Work.

The Contractor shall not be allowed an extension of the Contract Time or Milestones because of any delay in the performance of the Project attributable to the City's undertaking remedial action to correct Defective Work.

For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if the Contractor fails to correct the defective work listed on the City's "punchlist" within 45 days after the Contract duration, the Contractor shall be responsible for reimbursing the City for all costs to provide inspection services required to monitor Work beyond the 45 days. The Contractor shall be billed for this at the Contract Liquidated Damages rate.

ADD: 6-8.2 Warranties. As a precedent to final inspection, required by the Contract Documents, the Contractor shall deliver to the City all the manufacturers' warranties required by the Contract Documents, with the City named as beneficiary. For all equipment and machinery bearing a manufacturer's warranty that extends for a longer period of time than the Contractor's warranty, the Contractor shall secure and deliver the warranties to the City in the same manner.

The Contractor's warranty shall be in addition to the manufacturers' and suppliers' standard warranties, special warranties, or special warranties of longer durations as may be required.

If the Contractor completes the Project or portions thereof prior to the time the NOC are issued, the Contractor shall preserve equipment by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations.

6-8.2.1 Format Requirements.

- a) Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and its agents', material suppliers', installers', or manufacturers' own letterhead, addressed to and for the benefit of the City. Warranties shall be

submitted in the format described in this section, modified as approved by City to suit the conditions pertaining to the warranty.

- b) The Contractor shall obtain warranties, executed in triplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of Work. Except for items put into use with City's permission with date mutually agreed upon in writing, The Contractor shall ensure the beginning time of warranty is the Project Completion date.
- c) The Contractor shall verify that documents are in proper form, contain full information, and are notarized.
- d) The Contractor shall verify that warranties are signed by both The Contractor and the appropriate agent.
- e) The Contractor shall retain warranties until the time specified for submittal to City.
- f) The warranties shall be provided to City with a neatly typed Table of Contents, identifying each warranty with the number and title of the applicable specification section requiring the warranty and the name of the product or Work item.
- g) Each warranty shall be separated with index tab sheets keyed to the Table of Contents listing. Complete information shall be provided, using separate typed sheets as necessary. The information shall include a list of Subcontractors, supplier, and manufacturer, with name, address and telephone number of responsible principal.

ADD: 6-8.3 Requirements Preparatory To Requesting a Walk-through. Walk-through is the procedure used by the City to generate a Punchlist prior to Acceptance.

The following items shall be required prior to requesting a walk-through:

- a) Remove temporary facilities from the Site.
- b) Thoroughly clean the Site.
- c) Provide completed and signed Red-lines in accordance with 2-5.4, "Red-lines Drawings."
- d) Provide all material and equipment maintenance and operation instructions and/or manuals.
- e) Provide all warranties and guarantees required by the Contract Documents.
- f) Provide all tools which are a permanent part of equipment installed in the Project.
- g) Provide and properly identify all keys, construction and permanent.

- h) Provide all final Special Inspection reports required by the Uniform Building Code.
- i) Provide all certificates for materials, back-flows, glulam beams, underground storage tanks, etc.
- j) Provide all items that this contract requires to be supplied as extra stock. All items shall be wrapped, sealed, or placed in a container as necessary to allow for storage by the City for future use. The amount specified in this contract shall be verified by the City and the Contractor.
- k) Ensure all EOCP documents and certified wage rate documents (if applicable) have been submitted from the beginning of the job to complete close-out.

ADD: 6-8.4 Walk-through and Punchlist Procedure. The following procedure outlines the steps to be taken upon the Contractor's assertion that the Project is complete:

- a) When the Contractor considers that the Work and Services are complete, the Contractor shall in writing notify the City that the Project is complete and request that the City perform a walk-through for generation of a Punchlist. The Contractor shall notify the City at least 7 days in advance of the time the walk-through is to be performed.
- b) The City will determine if the Contractor is ready for a walk-through by verifying whether the Contractor has provided or completed all items as required by 6-8.1, "Defective Work," whether the Contractor has obtained the applicable certifications, and by evaluating completeness by inspecting the Project and the specified Work required by the Contract Documents.
- c) If the Work includes underground sewer conduit installations, the inspection will include televising in accordance with 306-1.4.8, "Televising Sewer Mains and Storm Drains."
- d) The City will facilitate a walk-through.
- e) The Contractor shall make available at the Site for walk-through attendees the plans and specifications and the technical data such as submittals and equipment manuals.
- f) The City will generate the Punchlist within 15 Working Days from the date of the walk-through and submit it to the Contractor. The City will not provide a preliminary Punchlist.
- g) If the City begins to generate a Punchlist and finds the Project is not substantially complete as defined herein, the City will terminate the walk-through and notify the Contractor in writing.

- h) If, at any time during the City's evaluation of the corrective Work required by the Punchlist, the City discovers that additional corrective Work is required, the City may include that corrective Work in the Punchlist. The Contractor shall be solely responsible for the Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
- i) The City will meet with the Contractor until all Punchlist items are corrected. If the Contractor takes longer than 30 Working Days to complete the corrective Work, the Project shall be subject to re-evaluation.
- j) During the 35 day stop notice/lien period which commences on the date the NOC is recorded, the Contractor shall submit to the City the retention billing with a "Release of Claims" form.
- k) Upon Final Completion, the Contractor shall assemble and deliver to the City all records, documents, warranties, bonds, guarantees, maintenance and service agreements, and maintenance and operating manuals. Written warranties, except manufacturer's standard printed warranties, shall be on the Contractor's and the Contractor's agents, material suppliers, installers, or manufacturer's letterhead, addressed to the Contractor. Warranties shall be submitted in the format described in this section, modified as approved by the City to suit the conditions pertaining to the warranty.

ADD: 6-8.5 Correction of Work During Warranty. If within one year (or a longer applicable warranty period) after the date for commencement of warranties under the Contract Documents, any item of the Work is found to be Defective Work, the Contractor shall correct it promptly after receipt of written notice from the City to do so unless the City has previously given the Contractor a specific written acceptance of such condition after the City has been specifically informed in writing by the Contractor that the condition is not in accordance with the Contract Documents. This period of one year (or a longer applicable warranty period) shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

6-9 LIQUIDATED DAMAGES. DELETE in its entirety and SUBSTITUTE the following:

6-9.1 General Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in Sections 6-9.2 and 6-9.3.

The City shall withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work. Liquidated damages for all work except plant establishment are as shown in the following table:

Liquidated Damages

Total bid		Liquidated damages per day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400

If all work except plant establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

6-9.2 Failure to Complete Work Parts within Specified Times. The Engineer may deduct specified damages from payments for each day in completing a work part beyond the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Engineer does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

6-9.3 Failure to Complete Work Parts by Specified Dates

The Engineer may deduct specified damages from payments for each day in completing a work part beyond the specified completion date for the work part.

Damages for untimely work part completion may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Engineer does not simultaneously assess damages for untimely work part completion and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

6-9.4 Contractor’s acknowledgement of Liquidated Damages. Execution of the Contract shall constitute agreement by the City and Contractor that the sum specified herein this Section 6-9.1 is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. ADD the following:

For equipment or parts of Work possessed and partially utilized by the City, the warranty period shall commence on the date agreed to by the City in writing.

ADD: 6-11 RIGHT TO AUDIT.

6-11.1 The City's Right. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and all Subcontractor's premises to review and audit the Contractor's compliance with the provisions of this contract (City's Right). The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in strictest confidence.

6-11.2 Audit. The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines is necessary to discover and verify that the Contractor is in compliance with all requirements under this contract.

6-11.2.1 Cost Audit. If there is a claim for additional compensation or for changes in Work, the City's Right to Audit includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, anticipated to be incurred, or for which a claim for additional compensation or for changes in the Work have been submitted.

6-11.2.1.1 Accounting Records. The Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the construction industry. The Contractor shall make available to the City for review and audit all Project related accounting records and documents, and any other financial data. Upon the City's request, the Contractor shall submit exact duplicates of originals of all requested records to the City.

6-11.3 The City's Right -Binding on Subcontractors. The Contractor shall include the City's Right in accordance with 6-11, "RIGHT TO AUDIT" in any and all of their subcontracts, and shall ensure that 6-11, "RIGHT TO AUDIT" is binding upon all Subcontractors.

6-11.4 Compliance Required Before Mediation and Litigation. A condition precedent to proceeding with mandatory mediation and further litigation provided for in 3-6, "DISPUTE RESOLUTION PROCESS" is the Contractor's full compliance with 6-11, "RIGHT TO AUDIT" within 60 days of the date on which the City mails a written request to review and audit compliance.

6-11.5 Access to Records on Federally Funded Projects. The Contractor shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than 5 years after grantees or subgrantees make Final Payments and all other pending matters are closed; and allow access to said records by the grantee, subgrantee, the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representatives.

- END OF SECTION -

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2.2 Laws. ADD the following sentence to the last paragraph:

For contracts subject to payment of prevailing wages, the Contractor shall submit certified payrolls weekly to the City reflecting the wages of all the Contractor and Subcontractor employees engaged in the Work.

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE the following:

The insurance provisions herein shall not be construed to limit the Contractor's indemnity obligations contained in this contract.

ADD: 7-3.1 Policies and Procedures. The Contractor shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by the Contractor, the Contractor's agents, representatives, officers, employees or subcontractors.

At a minimum, on all contracts, Commercial General Liability, Commercial Automobile Liability, and Worker's Compensation insurance shall be provided. Depending upon the type of construction, nature and location of the Work, the Engineer reserves the right to require the additional policies of insurance related to:

Contractors Pollution Liability Insurance
Contractors Hazardous Transporters Pollution Liability Insurance
Builders Risk
Architects and Engineers Professional Insurance (Errors and Omissions Insurance)

If the Contractor determines these insurance policies are not applicable to the Work, the Contractor shall request the Engineer's waiver of a requirement to submit these insurance policies within 5 working days receipt of City's Notice of Award. All required insurance policies must be returned with the Contractor's executed Agreement.

The Contractor shall maintain this insurance for the duration of this contract and at all times thereafter when the Contractor is correcting, removing, or replacing Work in accordance with this contract. The Contractor's liabilities under this contract, e.g., the Contractor's indemnity obligations, shall not be deemed limited to the insurance coverage required by this contract.

Payment for insurance shall be included in the various items of Work as bid by the Contractor, and except as specifically agreed to by the City in writing, the Contractor shall not be entitled to any additional payment. The Contractor shall not begin any work under this contract until it has provided and the City has approved all required insurance. Policies of insurance shall provide that the City is entitled to 30 days (ten days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage

is a material element of this contract and the Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance. Commercial General Liability Insurance written on the current version of the ISO Occurrence form CG 0001 or an equivalent form providing coverage at least as broad. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage)
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$1,000,000 umbrella or excess liability.
- (d) Umbrella or excess policy shall follow form over the Contractor's General Liability coverage and shall provide a separate aggregate limit for products and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

7-3.2.2 Commercial Automobile Liability Insurance. The Contractor shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned and hired automobiles ("Any Auto"). All costs of defense shall be outside the limits of the policy.

7-3.2.3 Commercial Pollution Liability Insurance. The Contractor shall procure and maintain at its expense require its subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the Contractor or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. Any such insurance provided by a subcontractor instead of the Contractor shall be approved separately in writing by the City. Approval of a substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be

performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies shall continue to be maintained for 12 months after the completion of the Work under the Contract without advancing the retroactive date. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance. The Contractor shall provide at its expense or require its subcontractor to provide, as described below Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by the Contractor or any subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of the Contractor shall be approved separately in writing by the City. Approval of the substitution of a subcontractor's insurance shall require a certification by the Contractor that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies shall continue to be maintained for 12 months after the completion of the Work under this contract without advancing the retroactive date. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.5 Contractors Builders Risk Property Insurance. The Contractor shall provide at its expense, and maintain until Final Completion and Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site, and shall cover material or portions of the Work in transit.

The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.

The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insureds, and shall name the City, the Contractor, Subcontractors, and suppliers of all tiers as named insureds. The City as Trustee shall collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and shall apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.

Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for all insureds. The City shall be entitled to 100% of its loss. Any portion of that loss not covered because of a deductible shall be paid to the City by the Contractor at the same time the proceeds of the insurance are paid to the City as trustee.

Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.6 Railroad Protective Liability Insurance. Railroad protective liability insurance shall be required for any work located on or within 200 feet of an existing railroad right-of-way, unless otherwise specifically waived by the Engineer. Exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, roadbed, tunnel, underpass, or cross shall be deleted from all policies to which they may apply. Alternatively, the Contractor may provide separate Railroad Protective Liability insurance providing coverage, including endorsements, equivalent to that required for the CGL described herein.

ADD: 7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least “B+, VII” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, “surplus lines” carriers only if the carrier is authorized to do business in the State and is included on the List of Eligible Surplus Lines Insurers (LESLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

ADD: 7-3.4 Evidence of Insurance. The Contractor shall furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and shall furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all insurance policies required herein.

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insureds. The additional insured coverage for Projects for which the Engineer’s Estimate is \$1,000,000 or more shall include liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor’s behalf, (b) Your products, (c) Your work, e.g., the Contractor’s completed operations performed by the Contractor or on the Contractor’s behalf, or (d) premises owned, leased, controlled, or used by the Contractor; the coverage for Projects for which the Engineer’s Estimate is less than \$1,000,000 shall include liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor’s behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by the Contractor.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Contractor’s insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insureds, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor's behalf, (b) the Contractor's products, (c) the Contractor's work, e.g., the Contractor's completed operations performed by the Contractor or on the Contractor's behalf, or (d) premises owned, leased, controlled, or used by the Contractor; Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of Section 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and

representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by the Contractor or on the Contractor's behalf, (b) the Contractor's products, (c) the Contractor's work, e.g., the Contractor's completed operations performed by the Contractor or on the Contractor's behalf, or (d) premises owned, leased, controlled, or used by the Contractor; Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that is not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Contractor's insurance and shall not contribute to it.

7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Final Completion in accordance with this contract, the City shall notify the Contractor and the Contractor shall immediately notify its Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. The Contractor shall obtain the endorsement prior to the City's occupation and use.

ADD: 7-3.6 Deductibles/Self-Insured Retentions. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions. Deductibles and self-insured retentions shall be disclosed to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review Contractor's insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse Contractor, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the City but not required by this contract.

ADD: 7-3.8 Notice of Changes to Insurance. The Contractor shall notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

ADD: 7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance) – For contracts with required engineering services (e.g., preparation of engineered Traffic Control Plans (TCP) by the Contractor) for all of the Contractor's employees or Subcontractors who provide professional engineering services under this contract, the Contractor shall keep or shall require its Subcontractor in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.

The Contractor shall ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of three years after completion of the Project or termination of this contract whichever occurs last. The Contractor agrees that for the time period defined above,

there will be no changes or endorsements to the policy that affect the coverage provided herein

If professional engineering services are to be provided solely by a subcontractor, the Contractor shall (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE the following:

7-4.1 Workers' Compensation Insurance and Employers Liability Insurance. In accordance with the provisions of §3700 of the California Labor Code, the Contractor shall provide at its expense Workers' Compensation Insurance and Employers Liability Insurance to protect the Contractor against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by the failure of the Contractor to comply with the requirements of this section. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

By signing and returning this contract the Contractor certifies that the Contractor is aware of the provisions of §3700 of the Labor Code which require 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 the Contractor will comply with such provisions before commencing the performance of the work of this contract as required by Section 1861 of the California Labor Code.

7-4.1.1 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this contract, the Contractor shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other federal or state laws, resulting from the Contractor's work in, over, or alongside navigable waters.

7-4.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

ADD: 7-5.1 Business License. The Contractor and all of its subcontractors shall possess a current City business license issued by the City prior to commencement of the Work, in accordance with Title 5 of the City's Municipal Code. The Contractor shall obtain a Business License from the City of Rialto prior to commencement of work. The Business License can be obtained from the City of Rialto, Business License Office, 150 S. Palm Avenue, Rialto, CA 92376; Phone: (909) 820-2525.

ADD: 7-5.2 Building Permits. The Contractor shall obtain the required building permits from the City's Building Official (BO). Any prior approval obtained for the Plans will not in any way waive this requirement.

The Contractor shall be required to request inspections in accordance with the building codes in effect on the permitted plans and by the BO. These inspections will be coordinated at all times through the Engineer. Any work performed without the benefit of the required permit and subsequent inspection shall be removed and replaced at the discretion of the Inspector at no additional cost to the City.

The payment for applying for and obtaining the required permits shall be included in the various Bid items unless a Bid item has been provided.

ADD: 7-5.3 Caltrans Permit. When applicable and available, a copy of the draft Caltrans permit is included in the Appendix. The City has applied for the permit and the Contractor shall be responsible for pulling the permit prior to construction and supplying any construction method information to do so to Caltrans. The Contractor shall be responsible for paying permit fees prior to construction, complying with all terms of the permit, and arranging and paying for inspection as required by Caltrans.

The Allowance Bid item for Caltrans Encroachment Permit includes all Caltrans permit fees, Caltrans hourly inspection costs, and all costs to obtain the subject permit. If Bid Item is not provided payment shall be included in the various items of Work.

ADD: 7-5.4 Construction Activity Permit, California Division of Occupational Safety and Health (DOSH) – For projects that require excavations greater than 5 feet in depth, the Contractor shall be required to obtain a Construction Activity Permit from the California Department of Industrial Relations, Division of Occupational Safety and Health, for excavation of trenches required for the project. A copy of the Permit shall be provided to the Engineer at the Pre-Construction Conference.

7-6 THE CONTRACTOR'S REPRESENTATIVE. ADD the following:

The designated Contractor's representative shall not be replaced without written notice to the City. During periods when the Work is suspended, the Contractor shall make appropriate arrangements for any emergency work which may be required to be performed under the supervision of the Contractor's representative.

The Contractor shall provide the Engineer with a local phone number at which they or their representative may be contacted 24 hours a day.

ADD: 7-6.1 Project Meetings. The Contractor's field supervisor e.g., superintendent and Project Manager, shall attend all scheduled construction progress meetings and other Project meetings as required by the Engineer. The City's design staff will attend Project meetings on an as-needed basis to address design issues. Construction progress meetings may be weekly, bi-weekly, or monthly as required by the Engineer. Other Project meetings will be scheduled at the sole discretion of the Engineer.

The Engineer will determine the date(s), time(s), and location(s) for all meetings. The Engineer will be responsible for the meeting agendas and meeting minutes. If any of the Contractor's staff cannot attend, the Contractor shall notify the Engineer a minimum of 24 hours in advance, prior to the start of the scheduled meeting. If the Contractor does not provide the required notification the Contractor shall be financially responsible for the costs of the City staff, consultants, or both that attend. The Contractor will be charged a minimum of two hours of the Engineer's time plus the time of other the City employees or representatives that attend the meeting. Lack of participation from the Contractor will be documented and reported in the Contractor's performance evaluation.

The objective of the meetings is to discuss: (1) the status of submittals, (2) requests for information, (3) progress of schedule, (4) disputed items, (5) non-conformance notices, and (6) new business of importance from any member of the meeting.

7-6.1.1 Payment. The payment for the Contractor's attendance of Project meetings shall be included in the various Bid items. All costs assessed to the Contractor for not attending the meetings will be deducted from the monthly invoice.

7-8.6.1 General. ADD the following:

This project is subject to the requirements of General Permit No. CAS000002 issued by the State Water Resources Control Board through Order NO. 2009-0009-DWQ. This General Permit regulates discharges of pollutants in storm water associated with construction activity (storm water discharges) to waters of the United States from construction sites that disturb one or more acres of land surface, or that are part of a common plan of development or sale that disturbs more than one acre of land surface. Contractor is not responsible for filing a Notice of Intent (NOI) for Permit coverage or a Notice of Termination (NOT) at project end. City staff will file a NOI for permit coverage and file a (NOT) at the end of the project. The Contractor shall refer to and comply with all of the terms of the General Construction Permit for Storm Water Dischargers, available for review online at:

www.waterboards.ca.gov/water_issues/programs/stormwater/docs/constpermits/wqo2009_0009_dwq.pdf

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP). DELETE in its entirety and SUBSTITUTE the following:

Unless specifically prepared for the project and included in the Appendix, the Contractor shall be required to prepare a Storm Water Pollution Prevention Plan (SWPPP) for this project, which shall be submitted to the Engineer for review and approval at the Pre-

Construction Conference. The Contractor's attention is directed to the California Department of Transportation (Caltrans) website at:

www.dot.ca.gov/hq/construc/stormwater/manuals.htm

The Caltrans website contains SWPPP templates and other important information that may be useful in the preparation of a SWPPP for public works projects. The Contractor shall ensure that the SWPPP prepared for this project complies with the requirements of General Permit No. CAS000002 and Regional Board Order No. R8-2010-0036, NPDES No. CAS 618036.

Additionally the Contractor shall guarantee that the SWPPP complies with the following measures from the Regulatory Permits and Environmental Commitment Measures:

- Projects shall not discharge substances in concentrations toxic to human, plant, animal, or aquatic life or that produce detrimental physiological responses.
- Projects shall not discharge waste classified as "hazardous" as defined in Title 22 CCR section 66261 and the California Water Code section 19179;
- No oil, petroleum products, or rubbish shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the United States.
- No equipment maintenance will be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter waters of the United States.
- Equipment refueling shall not occur within waters of the United States.
- Any oil or grease leaks shall be immediately cleaned up.

Upon approval of the SWPPP by the Engineer, the City shall submit a Notice of Intent (NOI) to the Regional Water Quality Control Board (RWQCB). Although this project is subject to Board Order 2009-0009-DWQ General Permit No. CAS000002, the Contractor does not need to file a Notice of Intent for coverage under the State Water Resources Control Board's General National Discharge Elimination System (NPDES) Permit for Discharges of Storm Water Runoff Associated with Construction Activity (Statewide General Permit) provided the Notice of Intent is filed with the RWQCB, in accordance with Board Order No. R8-2010-0036, NPDES No. CAS 618036. The Contractor shall refer to and comply with all requirements of the NPDES Permit, available for review online at:

www.waterboards.ca.gov/rwqcb8/board_decisions/adopted_orders/orders/2010/10_036_SBC_MS4_Permit_01_29_10.pdf

The Contractor shall ensure that the SWPPP is developed and amended or revised by a Qualified SWPPP Developer (QSD). The Contractor shall ensure that Best Management Practices (BMPs) within the SWPPP are implemented by a Qualified

SWPPP Practitioner (QSP). To demonstrate compliance with requirements of this General Permit, the QSD shall include information in the SWPPP that supports the conclusions, selections, use, and maintenance of BMPs.

The Contractor shall designate the QSD and QSP, as the case may be, as the individuals directly responsible for and implementing the SWPPP requirements, and maintenance of the documentation contained therein, during the course of construction until the project has been accepted as complete by the City. The Contractor shall keep the SWPPP at the project site and make it available for review upon request of a representative of the RWQCB or the Engineer.

The Construction Superintendent shall prepare a Construction Schedule and BMP Sequencing Schedule for the project and include it into the SWPPP at the designated location.

Special Note: The Contractor shall ensure it has prepared, *in advance*, the required SWPPP for submittal at the Pre-Construction Conference. Failure to have prepared an adequate SWPPP for submittal at the Pre-Construction Conference will delay Contractor's start of work, however, the Notice to Proceed shall be issued and working days shall commence, regardless of construction work occurring due to the Contractor's delay in preparing and submitting an adequate SWPPP for the Engineer's approval.

The Construction Superintendent shall prepare a Notice of Termination (NOT), included in the SWPPP, and submit it to the RWQCB following acceptance of the work by the City, but prior to final payment.

Throughout the duration of the work, the Construction Superintendent shall ensure the following construction storm water monitoring actions are performed:

- Conduct site inspections before and after storm events.
- Conduct inspections of construction sites prior to anticipated storm events and after actual storm events to identify areas contributing to a discharge of storm water associated with construction activity, and evaluate whether control practices to reduce pollutant loadings identified in the SWPPP are adequate and properly implemented or whether additional control practices are needed. A record of the inspections must include the date of the inspection, the individual(s) who performed the inspection, and the observations.
- Any noncompliance or anticipated noncompliance shall be reported to the Engineer immediately, for reporting to the Regional Water Quality Control Board (RWQCB). The notifications shall identify the type(s) of noncompliance, describe the actions necessary to achieve compliance, and include a time schedule, subject to the modifications by the RWQCB, indicating when compliance will be achieved.

The Contractor shall maintain a copy of the General Stormwater Permit and the SWPPP at the construction site and shall make the General Stormwater Permit available to operating personnel and local, State, and Federal agencies' representatives

during construction activities. Should the Contractor elect not to have a construction field office, the Engineer will, on request, reserve filing space within the facilities for City Inspection Personnel to assist in complying with this requirement.

The Contractor shall allow authorized agents of the California Regional Water Quality Control Board (Regional Board), State Water Resources Control Board, U.S. Environmental Protection Agency, and local storm water management agencies, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter, at reasonable times, upon the construction site and the Contractor's facilities pertinent to the work.
2. Have access to and copy, at reasonable times, any records that must be kept as specified in the General Stormwater Permit.
3. Inspect, at reasonable times, the construction site and related erosion and sediment control measures.
4. Sample or monitor, at reasonable times, for the purpose of ensuring compliance with the General Stormwater Permit.
5. The Contractor shall grant Regional Water Board staff, or an authorized representative, upon presentation of credentials and other documents as may be required by law, to enter the project site at reasonable times, to ensure compliance with the terms and conditions of the WQC and/or to determine the impacts the project may have on waters of the United States.

Prior to commencing work, the Contractor shall make such amendments to the SWPPP as are required to make it coincide with the Contractor's planned operations and submit the amendments to the Engineer for approval and file. The amendments shall include an Erosion Control Plan (ECP), described in Section "Construction Project Diversion and Control of Water", along with any plan for water pollution control measures. The amended and approved SWPPP shall be kept at the project field office.

The Contractor is notified that the SWPPP must be amended from time to time during construction to reflect actual construction practices and such amendments shall be submitted to the Engineer within five (5) working days of the Engineer's written request. If the Contractor plans to amend the SWPPP, due to field conditions or any other reason, he shall propose the necessary amendments to the Engineer for approval at least five (5) working days prior to implementation.

The SWPPP and amendments shall not be construed to be a waiver of the Contractor's obligation to review and understand the General Stormwater Permit before submitting a Bid. By submitting a Bid, the Contractor acknowledges satisfaction as to the requirements of the General Stormwater Permit.

Payment – Full compensation for compliance with the provisions of Section 7-8.6 “Water Pollution Control,” of the Standard Specifications, and as amended by these Special Provisions, shall be considered as included in the lump sum bid item price for “**SWPPP**” (**Storm Water Pollution Prevention Plan**) (if indicated), which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to establish, implement, monitor and maintain the BMP’s required by the SWPPP, and no additional compensation shall be allowed therefore. The Contractor shall be responsible for payment of any administrative fines that may be imposed on the City due to the Contractor’s failure to comply with the terms of the applicable permits regulating Water Pollution Control. Administrative fines, if imposed, will be withheld from the Contractor’s payments.

ADD: 7-8.7 Graffiti Control. The Contractor shall maintain all Site improvements, including any temporary facilities, equipment or other materials in a graffiti free condition throughout the construction period, until acceptance of the Project by the City. Graffiti encountered on the Site shall be removed by the Contractor within 24 hours.

The payment for graffiti removal shall be included in other items of Work.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

1. The City reserves the right to repair damages to the City’s facilities caused by your operations at your expense.
2. You are responsible for coordinating with property owners for access to be provided to work on the private property.
3. Loop detectors must be replaced within 3 Working Days of completion of work that originally affected the original loop detectors.
4. In any emergency affecting the safety of persons or property, you must act, at your discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work will be determined as provided in SECTION 3, “CHANGES IN WORK.”

ADD: 7-9.1 Video Recording Of Pre-existing Conditions. The Contractor shall make its own arrangements for video recording all pre-existing conditions of the Site prior to any construction.

Video recording of important aspects of a construction Site shall include, but is not limited to the following:

- a) Property lines
- b) Right-of-way and easement conditions

- c) Utility markings
- d) Survey conditions.
- e) Pavement conditions.
- f) Adjacent property conditions.
- g) Sidewalk, median, curb, and gutter conditions.
- h) Safety conditions.
- i) Unusual conditions or equipment.
- j) Existing canyon conditions (including vegetation) along the pipe corridor;
- k) Striping

The Contractor shall turn over video discs to the City immediately after recording is done in the presence of the Engineer. Disc(s) shall be submitted no later than 30 days from NTP. The Contractor shall not be entitled to any additional Working Days due to delay securing videotaping services.

Unless proven otherwise via the pre-existing video records, the Contractor shall be responsible for the repair of any damage for which a Claim has been submitted.

7-9.1.1 Payment. Payment for video recording services shall be included in the various Bid items.

ADD: 7-9.2 Placements and Removal of Markouts. Markouts shall not be placed in the public right-of-way more than 30 days prior to the commencement of excavation work perform in connection with an installation.

Markouts shall be removed from all surfaces in the public right-of-way, including decorative surfaces, within 30 days of the completion of the excavation work, if the work is completed.

ADD: 7-9.3 Existing Pavement Markers and Striping. The Contractor shall record the location and conditions of the existing pavement markers and striping prior to construction and submit to the Engineer in accordance with 2-5.3, "Submittals." Permanent pavement markers and striping removed or damaged during construction shall be replaced in kind or as noted on the Drawings at the Contractor's expense.

7-10.1 Traffic and Access. Before the last paragraph, ADD the following:

The Contractor's right to enter right-of-way owned, operated, occupied, and/or controlled by Railroad shall be subject to the absolute right of Railroad to cause the

Contractor's work to cease if, in the opinion of Railroad, Contractor's activities create a hazard to Railroad's patrons, employees, and operations.

The Contractor shall obtain a Right of Entry Permit from Railroad prior to entering or constructing on property owned, operated, occupied, and/or controlled by the Railroad. The Contractor shall abide by the terms of the Right of Entry Permit. The terms of the Right of Entry Permit shall govern if there are any conflicts with the Plans and Specifications.

For work requiring coordination with the Railroad, payment for railroad liability insurance, permits, plan review, inspection, flagging, and fees shall be made at the lump sum bid item price for "**Railroad Coordination**," (if indicated), which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to establish, implement, monitor and maintain railroad insurance and comply with the terms of a Railroad Right of Entry Permit, and no additional compensation shall be allowed therefore.

ADD: 7-10.2 Traffic Control.

7-10.2.1 Traffic Control Working Drawings. For those portions of the Work where traffic control Plans are not provided in the Contract Documents and the Special Provisions or the Plans do not require engineered traffic control plans (TCP), the Contractor shall prepare traffic control Working Drawings.

The Contractor shall prepare and submit traffic control Working Drawings, in accordance with 2-5.3, "Submittals" to the Engineer. The Contractor may use any standard engineering CADD program e.g., MicroStation and AutoCAD to prepare TCP. The Working Drawings shall be of a size and scale to clearly show all necessary details. The traffic control Working Drawing shall be site-specific. Typical plans and sections will not be accepted.

The Contractor shall allow a minimum of 20 Working Days for review of the Working Drawings. If extensive additions or corrections are required, the Engineer will return the marked-up print for corrections and re-submission. If no change or correction is required, the original Working Drawings will be retained by the Engineer. One copy, with the Traffic Control Plan (TCP) approval will be returned to the Contractor. No extension of time will be allowed as a result of the Contractor's failure to properly produce traffic control Working Drawings and to schedule the Work.

7-10.2.2 Engineered Traffic Control Plans Provided by the Contractor. If the Contract Documents require engineered TCP, the Contractor shall submit "D" sheet TCP's in accordance with 2-5.3. The engineered TCP shall be prepared by a Professional Engineer (i.e., Traffic or Civil) registered in the State of California.

Construction staging that occupies a location more than 3 days, the contractor shall submit an engineered TCP that reflect long term paint striping with the proposed traffic control devices; cones and barricades shall not be accepted.

The drawings shall be prepared with Computer Aided Design and Drafting (CADD) standards. The Contractor may use any standard engineering CADD program e.g., MicroStation and AutoCAD to prepare TCP. TCP shall be site specific. Typical plans and sections will not be accepted.

The Contractor shall coordinate with the Engineer for the development and approval of the TCP. A Traffic Control Approach shall be approved by the City prior to the Contractor preparing the TCP. TCP shall be prepared in accordance with the Traffic Control Approach. The Contractor shall allow a minimum of 20 Working Days for City's review of each TCP submitted in accordance with 2-5.3, "Submittals." If extensive additions or corrections are required, the Engineer will return the marked-up print for corrections and re-submission. If no changes or corrections are required, the original engineered drawings will be retained by the Engineer. One copy will be returned to the Contractor. No extension of time will be allowed as a result of the Contractor's failure to properly produce TCP and to schedule the Work.

Architects and Engineers Professional Insurance in accordance with 7-3.10, "Architects and Engineers Professional Insurance (Errors and Omissions Insurance)" shall be required for Work including engineered "D" size TCP by the Contractor.

7-10.2.3 Traffic Control Permit. The Work shall not begin in the public roadway without the approved traffic control encroachment permit. The traffic control plans, including any as part of the Plans or developed by the Contractor, are not valid until Work dates are approved and a traffic control encroachment permit is issued by the City.

The Contractor shall coordinate the traffic control permit application submittal with the Work so that no items of Work will be delayed. To obtain a traffic control permit, the Contractor shall call the Engineer for an appointment a minimum of 2 Working Days prior to starting Work (5 Working Days when the Work will affect a traffic signal). The Contractor shall provide 2 copies of the traffic control drawings as provided in the Contract Documents or prepared by the Contractor at the time of the appointment. Upon approval of the Contractor's plans, the Engineer will issue the permit.

7-10.2.4 Traffic Control Devices. The Contractor shall furnish, install, and maintain the traffic control devices as shown on the traffic control permit and approved TCP's, and any additional traffic control devices as may be required to ensure the safe movement of vehicles and pedestrians, and to provide for the safety of construction workers. The Contractor shall maintain existing traffic control signs and traffic signals in their proper location on temporary mounting supports until permanent signs or signals are restored. The Contractor shall use traffic control devices in accordance with the latest California MUTCD (Manual on Uniform Traffic Control Devices). The name of the Contractor or Supplier who owns the traffic control devices shall be clearly noted on each device.

Barricades used at night shall be equipped with flashing lights. Signs used at night shall be reflectorized with a material that has a smooth, sealed outer surface, or illuminated

to show approximately the same shape and color day and night. Internally or externally illuminated signs shall be used where there is significant interference from extraneous light sources and reflectorized signs will not be effective. External light sources shall be properly shielded to protect drivers from glare. Street lighting is not adequate for sign illumination.

Traffic control devices shall conform to the following unless otherwise shown on the traffic control permit:

- a) The working hours shall be between 7:00 A.M. and 5:00 P.M. if construction is to be performed in phases; all work shall be completed in each phase prior to beginning work on the next phase. Approval of traffic drawings for hours outside of these does not constitute a guarantee that inspection will be available in accordance with 2-11, "INSPECTION."
- b) Equipment, material, or debris shall not be stored or remain in the public right-of-way without prior approval by the Engineer.
- c) Travel lanes shall be 12' wide, minimum. For lane closures on roadways with bike lanes, the rightmost travel lane shall be fourteen 14' wide, minimum.
- d) Flashing arrow boards shall be used when the posted speed is 40 mph or more, or when curvature of the roadway limits visibility.
- e) The Contractor shall maintain cross traffic and turning moves at the intersections.
- f) Trenches shall be backfilled or trench-plated at the end of each work day. An asphalt ramp shall be placed around each trench plate to prevent the plate from being dislodged. Upon completion of excavation backfill, the Contractor shall provide a satisfactory surface for traffic. Portable concrete barrier (K-rail), additional noticing, and other items may be required when trenching cannot be secured overnight by backfilling or trench-plating.
- g) The Contractor shall repair or replace traffic control devices, loop detectors, and traffic signal equipment damaged or removed as a result of operations and not designated for removal. Repairs and replacements shall be equal to existing improvements. Loop detectors shall be replaced within 3 Working Days of work that originally affected the original loop detectors.
- h) The Contractor may use the parking lane while working next to the curb. The Contractor shall post "TOW-AWAY/NO PARKING" signs 24 hours in advance for temporary parking removal. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, the Contractor shall call Police Dispatch (909) 820-2525 to enforce the Tow-Away notice.
- i) The Contractor shall provide for a safe 4-foot wide pedestrian walkway along entire length of construction area.

- j) Access to private property shall be maintained to the greatest extent practicable. The Contractor shall minimize the time periods that driveways will be closed, and shall minimize inconvenience to the driveway users. When a driveway or pedestrian access is to be closed, the Contractor shall notify the property owner and tenants a minimum of 5 Working Days prior to closure, and shall explain to the owner or occupant when the closure is to start and how long the Work will take. The Contractor shall obtain the Engineer's approval of the notice format prior to notice release.
- k) The Contractor shall post signs notifying the public a minimum of 5 Working Days prior to closure, or detour, of streets.
- l) The Contractor shall maintain full width of all traffic lanes of the existing roadway during non-working hours and on Saturday, Sunday, designated holidays, and when construction operations are not actively in progress on Working Days. The Contractor shall keep the streets in and adjacent to the construction area clean.
- m) When constructing a new roadway, the Contractor is to install and maintain Type III barricades with flashing yellow lights and "Road Closed" signs, chain link fences, or both until the new or improved roadway is accepted by the Engineer.

The Contractor shall notify OmniTrans at (800) 9-OMNIBUS, a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops.

The Contractor shall submit proposed changes to and deviations from the traffic control plan permit for the Engineer's approval. Prior to implementation, the Engineer will observe the implementation of traffic control plans and reserves the right to require the Contractor to make changes as field conditions warrant. The Engineer may approve the changes to the traffic control plan permit or if directed in writing by the Engineer, the Contractor shall call the Engineer for an appointment, to request a revision to the traffic control plan permit. Such changes shall supersede the original traffic control plan permit.

7-10.2.5 Traffic Control for Resurfacing and Slurry Sealing. Temporary reflective pavement markers shall be placed on all roadways with painted centerline immediately upon completion of the resurfacing or slurry sealing and shall be removed only for new permanent pavement striping.

7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing. The Contractor shall provide the Engineer at the Pre-Construction Meeting "NO PARKING - TOW-AWAY ZONE" signs for the crack sealing/crack-filling and slurry seal portions of the Work. The Contractor shall furnish the "NO PARKING - TOW-AWAY ZONE" signs and pedestals for posting on sidewalks and streets. The "NO PARKING - TOW-AWAY ZONE" signs shall be mounted on suitable pedestals, such as tripods and barricades. Signs shall be posted every 50' on both sides of the block affected by the proposed resurfacing, slurry sealing, or both.

The Contractor shall affix to each “NO PARKING - TOW-AWAY ZONE” sign cards with 2-inch high letters stating the day(s) of the week parking is prohibited, as well as the Contractor’s company name and telephone number. The “NO PARKING - TOW-AWAY ZONE” signs shall be removed immediately following the completion of the resurfacing, slurry sealing, or both.

For each street block segment scheduled for slurry sealing or resurfacing, the posted parking prohibition shall be for 2 consecutive Working Days. The Contractor shall schedule the slurry sealing on the first posted Working Day, unless approved by the Engineer. The second posted Working Day shall be reserved for emergency work, and may be used only with the approval of the Engineer. Street block segments which are not completed by the second posted Working Day shall be rescheduled. “NO PARKING - TOW-AWAY ZONE” signs shall be placed no less than 48 hours in advance and no more than 72 hours in advance of the scheduled slurry sealing. Street block segments which are not completed by the last posted Working Day shall be rescheduled. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, the “NO PARKING - TOW-AWAY ZONE” signs shall be removed for a minimum of 24 hours, then reset and re-posted for the appropriate Work date.

The Contractor shall furnish and distribute door hanger notices in sufficient quantities to advise the general public of the scheduled parking prohibitions. The Contractor shall include the company name and telephone number on each door hanger notice. The Engineer shall approve the format of the door hanger notice prior to its distribution. The door hanger notices shall be left on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments to be slurry sealed or resurfaced. Where the front doors of apartment units are inaccessible, door hanger notices shall be distributed to the apartment manager or security officer. The Contractor shall deliver copies of the door hanger notice to a responsible party of commercial buildings, schools, hospitals, churches, and other public buildings. Door hanger notices shall be distributed no less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.

7-10.2.7 Measurement and Payment. Payment for traffic control Working Drawings, “D” size TCP, and permits shall be included in the lump sum Bid item for “**Traffic Control and Safety**”. If no Bid item is provided, payment shall be included in the various items of Work.

Payment for traffic control devices and any required signs and notices, shall be included in the lump sum Bid item for the “**Traffic Control and Safety**,” when provided in the Bid proposal. Traffic control devices which may be required by the City, not included as separate Bid items, shall be included in the payment. If no Bid item is provided, payment for traffic control devices shall be included in the various items of Work.

When included in the Bid proposal, the following traffic control devices will be measured and paid separately:

- a) K-rail will be measured and paid for per linear foot along the top of the rail per location. Maintaining, repairing, replacing, and removing the K-rail, excavation and backfill, drilling holes and grouting threaded rods or dowels when required, removing threaded rods or dowels and filling drilled holes with mortar, and moving and replacing removable panels as required, complete in place, as shown on the Plans, and in accordance with these specifications and the Special Provisions shall be included in the Bid item for K-rail.
- b) Crash cushion modules will be measured per each individual module (barrel), on a one-time basis, for each location shown on the plans. Maintaining, repairing, replacing, and removing the modules, complete in place, as shown on the Plans and in accordance with these specifications and the Special Provisions shall be included in the Bid item for Crash Cushion Modules.
- c) Maintaining, repairing, replacing, and removing the flashing arrow boards and electronic message signs, complete in place, as shown on the plans, and in accordance with these Specifications and the Special Provisions shall be included in the lump sum Bid item for Flashing Arrow Boards and Electronic Message Signs. Flashing arrow boards and electronic message signs shall be available for use 24 hours per day as required, without any additional payment for time or number of locations unless otherwise required for changed conditions.

7-10.3 Street Closures, Detours, Barricades. ADD the following:

Street closures, detours, barricades lights, other safety devices shall conform to current requirements covering "signs" as set forth by Caltrans.

The Contractor shall maintain, whether shown on the plan or not, existing traffic control signs or signals in their proper location on temporary mounting supports until permanent signs or signals are restored.

Traffic control safety devices shall have the owner's name clearly noted.

The payment shall be included in the various items of Bid unless specific Bid Item has been provided.

7-10.4 Safety. ADD the following:

The Contractor shall be solely responsible for initiating, maintaining and providing supervision of Safety precautions and programs in connection with the Work, and shall comply with all Applicable Law and regulations and any and all insurance carrier-mandated Safety requirements and programs.

7-10.4.1 Safety Orders. ADD the following:

If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a

registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, or any of their officers, agents, representatives, or employees.

In non-emergency situations, the Contractor shall back fill trenches and restore roadway for safe night-time traffic usage. No open trenches shall be allowed overnight or during nonworking hours unless prior written approval is received from the Engineer.

ADD: 7-10.4.5 Emergency Markout. The Contractor shall place, by spray paint or other method approved by the Engineer, their name and emergency phone number on the trench saw cut for the following day. Payment shall be included in the price Bid for pipeline work.

ADD: 7-10.4.6 Health and Safety Plan. The Contractor bears the ultimate responsibility for the health and safety of its employees. These specifications shall not be construed to limit the Contractor's liability nor to assume that the City, its employees or designate, will assume any of the Contractor's liability associated with Site safety considerations. The Contractor shall have a health and safety plan in effect prior to commencement of Work. The plan shall meet all OSHA and other applicable requirements. The plan shall specifically address procedures and protocols that will be followed to monitor for the presence of hazardous atmosphere, possibility for engulfment, gasses due to organic soils or proximity to landfills, exposure to hazardous products such as may be released when grinding, cutting, or torching galvanized or painted surfaces, contaminated soil, and groundwater, and identify response actions that will be taken when these conditions are encountered. This plan shall be provided to the Engineer at least one week before any construction activities begin. The City will not assume any role in determining the adequacy of the plan on behalf of the Contractor.

ADD: 7-10.4.7 Designation of Safety Coordinator. The Contractor shall designate a responsible member of its organization, located at the Site, whose duty shall include the prevention of accidents at the Site.

ADD: 7-10.4.8 Reasonable Precautions. The Contractor shall take reasonable precautions for the Safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a) Workers and other persons who may be affected thereby;
- b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of the Contractor; and

c) other property at the Site or adjacent thereto, e.g., trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

ADD: 7-10.4.9 Safeguards. The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for Safety and protection, including posting danger signs and other warnings against hazards, promulgating Safety regulations and notifying owners and users of adjacent sites and utilities, and shall comply fully with the requirements of State and/or Federal OSHA.

ADD: 7-10.4.10 Security. The Contractor shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. The Contractor shall take all precautions and measures as may be reasonably necessary to secure the Site, the Project, and the Work at all hours, including evenings, Holidays and non-work hours. Such precautions may include provision of security guards. The payment for security shall be included in the various Bid items.

ADD: 7-10.4.11 Emergencies. If an emergency arises or appears imminent which may affect the Safety of persons or property, the Contractor shall act immediately to prevent and mitigate actual or threatened damage, injury or loss. Additional costs or extensions of time claimed by the Contractor on account of an emergency not caused by the fault or neglect of the Contractor shall be determined as Extra Work.

ADD: 7-10.4.12 Concrete Forms, Falsework, and Shoring. The Contractor shall comply fully with the requirements of §1717 of the Construction Safety Orders, State Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same before the placement of concrete. Where the said §1717 requires the services of a civil engineer registered in the State to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

ADD: 7-10.4.13 OSHA/Cal OSHA Citations. The Contractor shall indemnify the City against fines, reasonable attorneys' fees, and defense costs resulting from citations issued to the City by either the federal, state, or local safety enforcement agencies due to the Contractor's failure to abide by applicable Safety and health standards.

ADD: 7-10.4.14 Emergency Drills. The Contractor shall make itself familiar with the emergency evacuation routes and procedures in the event of an emergency. Drills are conducted annually and are scheduled a year in advance. Further information prior to bidding is available upon request from the City's Safety and Security Officer or the Facility Manager(s) for the facility(ies) included in the Project. The information includes a listing of dates for upcoming Emergency Evacuation Drills.

Activities shall be reflected in the Schedule. Approved delay times caused by unscheduled drills may be added to the Schedule and treated as Extra Work.

The payment shall be included in the various Bid items unless a Bid item has been provided for Emergency Drills.

ADD: 7-10.4.15 Playground Safety. The Contractor shall provide a secured fence around the playground to prevent use or access. The fence shall not be removed until the independent Playground Safety Audit has been done by the Contractor and the City and the City has accepted the playground design and installation and the punchlist items have been completed.

The Contractor shall provide a certification by a National Playground Safety Institute (NPSI) certified playground inspector that the installed equipment is compliant with all applicable codes.

The payment for fencing around the playground and the playground safety audit shall be included in the other Bid items unless a Bid item has been provided.

ADD: 7-10.5 Temporary Project Signs.

Reserved

ADD: 7-10.6 Traffic Plate Bridging. The Contractor shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use.

Transverse or longitudinal cuts in the right-of-way that cannot be properly completed within a workday shall be protected by structural steel plate bridging in such a way as to preserve unobstructed traffic flow. Structural steel plates placed over surface voids, such as trenches and other areas to be protected in the public right-of-way shall conform to the following:

- a. Un-restored voids, trenches, holes, excavations, etc., that are in the pedestrian or traveled way shall be protected through the use of adequately designed barricades and structural steel plates that will support legal vehicle loads.
- b. Structural steel plate bridging shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual. See Table 1 - Trench Width / Minimum Plate Thickness.
- c. Steel plates used for bridging shall extend a minimum of 12" (300mm) beyond the edges of the trench.
- d. Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps. Plates shall be installed with the plate laid in reasonably flat plane and all

vertical edges transitioned with asphaltic cold-mix or other acceptable ramping device(s) acceptable to the City.

- e. Fine graded asphalt concrete shall be compacted to form ramps with a maximum slope of 8.5% and a minimum of 12" (300mm) taper to cover all edges of the steel plates.
- f. Structural steel plates shall have a skid-resistant surface.
- g. When steel plates are removed, any damage to the pavement shall be repaired with either graded fines of asphalt concrete mix, asphaltic cold mix, concrete slurry or equivalent slurry satisfactory to the Engineer.
- h. The Contractor shall be responsible for maintenance of the structural steel bridging plates, shoring and asphalt concrete ramps.
- i. The trench shall be adequately shored to support the bridging and traffic loads.
- j. Steel Plate Bridging shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed to in a manner that will minimize noise.

When steel plates are placed within the public right of way:

- a) The Contractor's name and 24-hr phone number shall be visible, legible and permanently affixed on each plate or,
- b) The Contractor shall erect sign(s) in the immediate area of the trench plate(s) identifying the Contractors name with a 24-hr phone number. The minimum height of letters and numbers shall be two inches.

The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer or the City's emergency service section of a repair needed. This includes, but is not limited to, plate anchors, cold-mix, asphalt concrete to transition/ramp from the existing roadway or sidewalk to the plate surface and back down.

Failure to respond to the emergency request within two hours will be grounds for the City repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. All Traffic Control Plans currently require prompt repairs of steel plating by the Contractor. Lack of Contractor conformance may be automatic grounds for suspension of their permit, Contract, or both.

The following table shows the required minimal thickness of steel plate bridging required for a given trench width:

Table 1 - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

Note: For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the City.

A Rough Road sign (W33) with black lettering on an orange background may be used in advance of structural steel plate bridging.

Payment for steel plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

ADD: 7-10.9 Site Maintenance.

7-10.9.1 Sanitation. The Contractor shall provide and maintain enclosed toilets for the use of the Contractor and City's officers, employees or agents. The Contractor shall keep these accommodations in a neat and sanitary condition, and shall ensure they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

7-10.9.2 Use of Site. The Contractor shall, prior to on-site testing and inspection activities and prior to on-site mobilization for demolition and construction, prepare a Mobilization Plan for the City's review and approval based upon information provided to the Contractor by the City from time to time concerning the anticipated availability of the Site or portions thereof for tests and inspections to be performed in connection with the preparation of the Order of Magnitude Documents, for remedial work relating to Hazardous Materials and Waste as set forth in the Contract Documents, and for demolition, excavation and construction activities.

The foregoing Mobilization Plan shall be revised from time to time as necessary to incorporate additional information on Site availability provided by the City. The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment. The Contractor shall at all times confine its access and use

of the Site to the areas designated by the City from time to time as being delivered and available to the Contractor.

7-10.9.3 Storage and Staging Areas. If the Plans designate a staging location within the Project or in close proximity, the Contractor shall utilize such area for their use. Otherwise, storage and staging areas shall be the responsibility of the Contractor. The storage and staging areas shall be as close as possible to the Site. The Contractor shall be responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas.

Trash, oil dumping, storage of hazardous wastes, or construction equipment material and parking, fueling of equipment shall be allowed in the MHPA or other biologically sensitive areas. The Contractor shall ensure the fueling of vehicles occurs only within designated staging areas Using appropriate catch basins and devices.

The Contractor shall meet with the Engineer at the proposed staging area prior to any use of the area to ascertain the existing condition. The Contractor shall be responsible to return the storage and staging area and the adjacent area to an equal or better condition as deemed necessary by the Engineer, at no additional cost to the City.

7-10.9.3 Water for Construction Purposes. The Contractor shall purchase all water for construction including water used for initial filling and final flushing of new pipeline.

The Contractor shall make application and pay all costs for temporary water meter and water, as required to:

City of Rialto
335 West Rialto Avenue
Rialto, CA 92376
(909) 820-2608

7-10.9.4 Payment. The payment for Site maintenance shall be included in the Bid item for Mobilization. If a pay item has not been established for Mobilization, the payment shall be included in the various Bid items.

7-12 ADVERTISING. ADD the following:

Any advertisement referring to the City as a user of a product, material, or service by the Contractor or any Subcontractor and Supplier is expressly prohibited without prior written approval of the City.

Any advertisement referring to the City as a user of a product, material or service by the Contractor or any Subcontractor and Supplier is expressly prohibited without prior written approval of the Mayor or designee.

7-13 LAWS TO BE OBSERVED. ADD the following:

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. The Contractor shall be liable for violations of the law in connection with Work provided by the Contractor.

If the Contractor observes that the Plans, Specifications, or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Engineer in writing of such variance. The City will promptly review the matter and, if necessary, shall issue a Change Order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in questions. The Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

ADD: 7-13.1 Environmental & Safety Laws. Following is not an exhaustive list of the laws to be complied with by the Contractor. It is a partial list of some specific laws that the Contractor shall be aware of and comply with. They are added here for convenience as follows:

- a) Environmental Protection Agency regulations (40 CFR, Part 15).
- b) Clean Air Act of 1970, e.g., §306 (42 U.S.C. 7606), Executive Order 11738, prohibiting contracting with Clean Air Act violators; and §§608 and 609 (42 U.S.C. 7671g, 7671h) as amended November 15, 1990, prohibiting the intentional release of chlorofluorocarbons into the environment when performing Work.
- c) Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under §[01560], "Temporary Environmental Controls" of the General Requirements.
- d) CAL OSHA 5189 "Process Safety Management," CAL OSHA 3220 "Emergency Action Plan," Federal OSHA 29, CFR 1910, facilities Process Safety Management (PSM) manual, and the City's Risk Management Plan.
- e) Flood Disaster Protection Act of 1973 (42 USC 4001 et seq, as amended).
- f) Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, §6401.7. This Program shall be submitted to the Engineer at the preconstruction meeting.
- g) State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) as set forth in Division 15 of the Public Resources Code of the State.

ADD: 7-13.2 Nondiscrimination. The Contractor shall comply with all applicable federal, state and local laws; ordinances, rules, statutes, orders, regulations, or other legal requirements of California; the California Fair Employment and Housing Act; those

Laws prohibiting discrimination, on account of race, color, national origin, religion, age, sex or handicaps, e.g., zoning, environmental, building, fire and safety codes and coverage, density and density ratios and lien laws existing as of the date of the execution of this contract.

The Contractor shall not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin, and shall comply with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and shall agree to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

The Contractor shall:

1. Establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. Communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. Take affirmative steps to hire minority employees within the company.

ADD: 7-14 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Contractor agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Contractor's employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Contractor, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, its agents, officers or employees established passive negligence contributes to the loss or claim. The Contractor agrees that the City may elect to conduct its own defense or participate in its own defense of any claim related to this project. The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or sole willful misconduct of the City, its agents, officers or employees.

ADD: 7-15 CONFLICT OF INTEREST. The Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.

The Contractor shall be subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, e.g., California Government Code §§1090, et. seq., and 81000, et. seq. If, in performing the

Services and/or Work set forth in this contract, the Contractor makes, or participates in, a “governmental decision” in accordance with title 2, §18701(a)(2) of the California Code of Regulations, the Contractor shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Contractor’s relevant financial interests.

Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The Contractor shall file a Form 700 (Assuming Office Statement) within 30 days of the City’s written determination that the Contractor shall be subject to a conflict of interest code. The Contractor shall file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Contractor was subject to a conflict of interest code.

The Contractor’s personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

If the Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects the Contractor to liability to the City for all damages sustained as a result of the violation.

ADD: 7-16 COMMUNITY LIAISON. If required by the Engineer, the Contractor shall retain a community liaison representative throughout the Contract Time. The representative shall closely coordinate Work with the businesses, institutions and residents impacted by the Project. Duties shall include, but not be limited to, notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 Working Days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, response to community questions and complaints related to the Contractor’s activities, reporting of liaison activities at all Project progress meetings scheduled by the Engineer, attendance to the Project pre-construction meeting, and attendance at 2 community meetings.

The Contractor shall present their community liaison representative to the City, in writing, within 15 days of the award of the Contract.

7-16.1 Payment. The payment for the community liaison shall be included in the various Bid items.

ADD: 7-17 NEWSLETTER. When required in the Special Provisions one week before the end of every month, the Contractor shall submit to the City a written update on the progress of work, a 1 month look-ahead schedule, contact names and phone numbers, and any other information which may be of interest to the public. The City will utilize this

information to create and distribute a newsletter the first of every month. Payment for the Newsletter shall be included in the various Bid items.

ADD: 7-18 PATENTS, TRADEMARKS, AND COPYRIGHTS. The Contractor shall pay, at no additional cost to the City, all applicable royalties and license fees on any and all matters arising in connection with the Work. The Contractor shall defend all suits or claims for infringement of patent, trademark, and copyrights against the City and any other Indemnified Parties, and shall save the City and any other Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work on the Project, such costs to be paid at no additional cost to the City, except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by the City, other than pursuant to the recommendation or suggestion of the Contractor; provided however, if the Contractor has reason to believe that the design, process or product so specified is an infringement of a patent, the Contractor shall be responsible for any loss resulting unless the Contractor has provided the City with prompt written notice of the Contractor's belief, and the City has nevertheless elected to go forward with such design, process or product so specified.

- END OF SECTION -

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

For this contract, the provision of Section 8 of the Standard Specifications shall not apply.

- END OF SECTION -

SECTION 9 – MEASUREMENT AND PAYMENT

ADD: 9-2.2.1 Schedule of Values (SOV). Within 10 days of execution of this contract, the Contractor shall submit for the City’s review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:

- a) Subdivide the Work into its respective parts,
- b) Include values for all items comprising the Work, and
- c) Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. The Contractor shall incorporate the SOV into the cost loading function of the Schedule in accordance with 6-1, “CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.” Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.

The SOV shall be developed independent but simultaneous with the development of the Schedule activities and logic. The SOV shall incorporate phase funding impacts, if applicable. The Work not specifically included in the Bid shall be broken down as necessary for establishment of cost and Schedule activity.

Following acceptance of the SOV, the Contractor shall incorporate the changes (if any) into the cost loading portion of the Schedule. Where coordination of the Schedule and the SOV requires changes made to one or both documents, the Contractor shall propose changes to the SOV and to the Schedule activities to satisfy the Schedule cost loading requirements.

Changes to the Schedule which add activities not included in the original Schedule but included in the original Work (schedule omissions) shall have values assigned as accepted by the City. Other activity values shall be reduced to provide equal value adjustment increases for added activities as accepted by the City.

In the event that the Contractor and the City agree to make adjustments to the original SOV because of inequities discovered in the original accepted SOV, increases and equal decreases to values for activities may be made.

9-2.2.2 Payment. Payment for the preparation of the SOV shall be included in the various Bid items.

9-3.1 General. DELETE the tenth paragraph in its entirety and SUBSTITUTE the following:

At the expiration of 35 days from the date of filing NOC with the County Recorder and upon receipt by the Engineer of a fully executed Release of Claims, the amount deducted from the final estimate, and retained by the City, will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment.

Acceptance by the Contractor of Final Payments shall be and shall operate as a release to the City of all claims in stated amounts that may be specifically excepted by the Contractor for things done or furnished in connection with this Work and for every act and neglect of the City and others related to or arising out of this Work. Payment by the City shall not release the Contractor or its Surety from any obligation under Contract or under the performance bond and payment bonds.

9-3.2 Partial and Final Payment. DELETE the second and third paragraphs and SUBSTITUTE with the following:

From each progress estimate, an amount (Retention) not less than 5% of the completed Work will be deducted and retained by the City. The City will withhold not less than 5% of the Contract Price until Final Acceptance of the Project. After 50% of the Work has been completed and if progress on the Work is satisfactory, the total retention held may be limited to 5% of the first half of Contract Price.

ADD the following:

Partial payments made after the Contract completion date will reflect the amount withheld for liquidated damages as required by 6-9, "LIQUIDATED DAMAGES." Any such partial payments made to the Contractor, or its Sureties, will not constitute a waiver of the City's liquidated damages.

Pursuant to California Public Contract Code §22300, the Contractor has the option, at its expense, to substitute for any money withheld by the City, securities equivalent to the amount being withheld. Securities eligible for such substitution are bank or savings and loans certificates of deposit or such securities which are eligible for investment pursuant to Government Code §16430. As to any such security or securities so substituted for monies withheld, the Contractor shall be the beneficial owner of same and shall receive any interest thereon.

Such security shall, at the request and expense of the Contractor, be deposited with the City or with a State or Federally Chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by the City that payment can be made. Such notification will be given at the expiration of 35 days from the date of acceptance of the work, or as prescribed by law, provided however, that there will be a continued retention of the necessary securities to cover such amounts as are required by law to be

withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

Neither Final Payment nor any final release of Retention shall become due until the Contractor submits to the City:

- a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible or encumbered, less amounts withheld by the City, have been paid or otherwise satisfied;
- b) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30-day prior written notice has been given to the City;
- c) consent of Surety to Final Payment; and
- d) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents. If a Subconsultant or Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien, and
- e) if required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition waste recycling and hydrostatic discharge reports.

The Contractor has completed all Work, e.g., providing required, as-built drawings, operations manuals, test reports, UL labels, and other similar documentation as determined by the City.

ADD: 9-3.2.1 Application for Progress Payment. By the tenth day of each month, the Contractor shall submit to the Engineer a partial payment estimate, filled out and signed by the Contractor, that identifies acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Engineer, the Contractor shall provide such additional data as may be required to support the payment estimate. Such data may include satisfactory evidence of payment for equipment, materials, and labor, including payments to Subcontractors and suppliers.

For application for progress payment, the Contractor shall use the format required by the City. An electronic copy of the invoice form is available from the Engineer upon request. Progress or partial payments shall not be made until the Contractor submits to the City an updated Schedule that meets the City's requirements. It is solely the responsibility of the Contractor to prepare and submit the Schedule updates.

30 days after presentation of undisputed and properly submitted Application for Payment, the amount will become due and when due will be paid by the City to the Contractor. Any payment request that is disputed or determined to be improper will be returned to the Contractor not later than 7 days after receipt accompanied by documentation describing the reason(s) why the payment request is not proper.

ADD: 9-3.2.2 Amount of Progress Payments. Provided an undisputed and properly submitted Application for Payment is received by the City, payment shall be made by the City not later than thirtieth day after the City receives the application for Payment. The City will pay the Contractor for Work performed, including payment for off-site stored materials, through the period covered by the application for Payment, less Retention as set forth in the Contract Documents, provided that the payment amount before Retention will not exceed the percentage of completion of the Work, all as set forth in the SOV.

ADD: 9-3.2.3 Waiver of Claims at Final Payment. Acceptance of Final Payment by the Contractor shall constitute a waiver of affirmative Claims by the Contractor, except those previously made in writing and identified as unsettled at the time of Final Payment, which are expressly reserved by the Contractor from operation of its Release of Claims pursuant to PCC7100 or other Applicable Law.

ADD: 9-3.2.4 Early Release of Subcontractor Retention. If a Subcontractor has completed its portion of the Work, including all Punch List items, pursuant to any given Subcontract, the Contractor may request the City to disburse the Retention allocable to such Subcontractor, after delivering to the City acceptable releases from the Subcontractor and consent to such disbursement from such Contractor's Surety, in a form reasonably satisfactory to the City. The City, at its sole discretion, may determine that the Subcontractor's Work has been completed in accordance with the Contract Documents, and may disburse the Subcontractor's share of Retention to the Contractor for distribution to the Subcontractor. Regardless of whether the City has disbursed Retention for the benefit of any Subcontractor, the 1 year warranty period with respect to such Work shall commence at completion of the Work.

ADD: 9-3.2.5 Withholding of Payment. The City may withhold payment on account of an Application for Payment to the extent necessary to protect the City from loss because of:

- a) Defective or incomplete Work not remedied;
- b) A deductive Change Order;
- c) Third Party Claims filed or reasonable evidence indicating probable filing of such Claims;
- d) Failure of the Contractor to make payments of undisputed amounts to Subconsultants or Subcontractors for labor, materials or equipment;

- e) Damage to the City or a Separate Contractor caused by the fault or neglect of the Contractor to the extent not covered by insurance;
- f) Reasonable evidence that the Work will not be completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the Contract Price would not be adequate to cover Liquidated Damages for the anticipated or actual Unexcused Delay;
- g) Persistent failure of the Contractor to perform the Work in accordance with the Contract Documents, including failure to maintain the progress of the Work in accordance with the Construction Schedule. Persistent failure to maintain the progress of the Work shall mean that for a period of two consecutive months following a written notice from the Construction Manager, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that he will finish the Project on schedule;
- h) Disregard of authority of the Construction Manager or the laws of any public body having jurisdiction; or
- i) Stop notices, wage orders, or other withholdings required by Applicable Law.

When all the above reasons for withholding payment are removed, payment shall be made for amounts previously withheld. Prior to any withholding pursuant to this section, the City will meet with the Contractor to discuss potential withholding, and attempt in good faith to resolve such issue without the need for withholding.

9-3.3 Delivered Materials. DELETE and SUBSTITUTE with the following:

The City will not pay the Contractor for the cost of materials and equipment delivered but not incorporated into the Work.

9-3.4 Mobilization: ADD the following:

Mobilization shall consist of labor and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to and from the Site; for establishment of all offices, buildings, storage yards, and other facilities necessary for Work, and for all other work and operations which shall be performed prior to beginning Work and after completion of Work on the various Contract items on the Site.

The Contractor shall properly design the Project parameters to incorporate construction mobility for moving on and off the Site in a manner that limits disturbance to the surrounding residences, businesses, and any other citizens. Specifically, this includes, but is not limited to, the designated staging areas, loading areas, and assemblage areas. The Contractor shall consider and address access rights of the public at all times. The Contractor shall be required to prepare a “Mobilization Plan” that will describe and govern the Contractor’s mobilization activities.

The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, materials, construction wastes, and personnel at the Site referred to as demobilization shall be included in mobilization.

9-3.4.2 Payment. When no such Bid item is provided, payment for Mobilization shall be included in the various Bid items. Otherwise, payment for Mobilization will be the lesser amount from columns B and C of Table 9-3.4.2 (A) as follows:

Table 9-3.4.2 (A)

IF A ¹ IS	B AMOUNT IS	C AMOUNT IS
05	0.2 x Mobilization Bid Item	0.02 x CONTRACT PRICE
10	0.4 x Mobilization Bid Item	0.04 x CONTRACT PRICE
20	0.5 x Mobilization Bid Item	0.05 x CONTRACT PRICE
50	0.7 x Mobilization Bid Item	0.07 x CONTRACT PRICE
70	0.8 x Mobilization Bid Item	0.08 x CONTRACT PRICE
90	0.9 x Mobilization Bid Item	0.09 x CONTRACT PRICE
100 ² OR MORE	1.0 x Mobilization Bid Item	0.10 x CONTRACT PRICE

Notes:

- 1 A is the monthly pay estimate as a % of the original Contract Price not including amount earned for mobilization, bonds, and permits.
- 2 One hundred percent or more of the original Contract Price and final cleanup operations have been satisfactorily completed.

The amount, if any, of the Bid item for mobilization in excess of 10% of the original Contract Price may be included for payment in any partial payment estimate after filing of the NOC in accordance with 6-8, "COMPLETION, ACCEPTANCE, AND WARRANTY."

The adjustment provisions of the Contract in accordance with 3-2.2, "Contract Unit Prices" shall not apply to the lump sum Bid item for mobilization. When other Contract items are adjusted in accordance with 3-2.2, "Contract Unit Prices" if the costs applicable to such item of work include mobilization costs, such costs will be deemed to have been recovered by the Contractor by payments made for mobilization, and will be excluded for consideration in determining compensation in accordance with 3-2.2, "Contract Unit Prices."

ADD: 9-3.6 Field Orders. A Field Order is a written order by the Engineer to compensate the Contractor for items of work in accordance with 3-3, "EXTRA WORK," or 3-4, "CHANGED CONDITIONS." A Field Order does not involve change in the Contract Price or Contract Time or the intent of the Contract.

Field Order items of work may be paid for in accordance with this section provided that the cumulative total of Field Orders does not exceed the Field Order Bid Item.

Construction Contract Price	Max. Amount for Each Field Order
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
Greater than \$5,000,000	\$20,000

ADD: 9-4 WAIVER OF CLAIMS. The acceptance by the Contractor of the Final Payment of undisputed Contract amounts shall release the City, the Engineer, and the Design Consultant as agent of the City, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the City and others relating to or arising out of the Work and related to those undisputed amounts. No payment, however, final or otherwise, shall operate to release the Contractor and the Surety from obligations under this contract and the Performance Bond, Payment Bond, and other bonds and warranties as herein provided.

- END OF SECTION -

SECTION 10 -- CONSTRUCTION DETAILS

10-1 GENERAL

10-1.1 Location of the Work

The work is located on the east side of Cedar Avenue between the SCRRA right of way and Merrill Ave.

10-1.2 Order of the Work

The first order of work shall be the ordering of all materials requiring long lead-times consistent with the requirements of Section 4-2 of these Special Provisions. The Contractor shall order all long lead-time supplies, materials, and equipment, within 3 working days after the award of Contract by the City.

The second order of work shall be to install traffic control required for the work.

The third order of work shall be to install initial project Storm Water Pollution Prevention Control BMP's.

The Contractor shall determine the sequence of work necessary to diligently pursue completion of the work, in accordance with the Special Provisions.

10-2 TRAFFIC CONTROL

10-2.1 Maintaining Traffic – Attention is directed to Sections 7-10, "Public Convenience and Safety," of the Standard Specifications, and Section 7-10.2 "Traffic Control" of these Special Provisions.

10-2.2 Field Operations – The Engineer retains the authority to initiate field changes in traffic control to ensure public safety and minimize traffic disruptions. ***The Contractor shall maintain all traffic control devices in proper working condition 24 hours a day, 7 days a week for the duration of the Work***, regardless of whether the subject traffic control devices were originally included in the Contract or were added at the discretion of the Engineer. All traffic control devices shall be removed from view and non-operational when not in use.

10-2.3 Construction Signing, Lighting and Barricading -- Construction signing, lighting and barricading shall be provided on all projects as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with **Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (MUTCD) 2014 Edition (FHWA's MUTCD 2009 edition, including Revisions 1 & 2, as amended for use in California, or subsequent editions in force at the time of construction)**. Part 6 of the California MUTCD is available on line at:

All signs, barricades and other temporary traffic control devices required for the work shall be indicated on and be an integral part of the Traffic Control Plan submitted to and approved by the Engineer.

10-2.4 Traffic Control Plans – The Contractor shall be required to submit Traffic Control Plans, prepared by a California registered civil engineer, for review and approval by the City Engineer. The Traffic Control Plans for the first phase of work shall be submitted to the Engineer for review at the Pre-Construction Conference. All traffic control used for this project shall be in accordance with the approved Traffic Control Plans.

10-2.5 Temporary No Parking Signs – Temporary No Parking signs shall be posted at least 24 hours, but no more than 48 hours in advance of the work. The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. Removal of signs and furnishing and placing of barricades, if necessary, for posting of signs shall be provided by the Contractor. All signs shall be removed within 24 hours after the effective date.

10-2.6 Notice to Property Owners or Businesses – The Contractor shall notify the property owners or occupants of affected properties with a **written notice 48 hours prior** to the beginning of construction. Said notice shall be prepared and submitted to the Engineer for approval prior to notifying property owners or occupants of affected properties.

10-2.7 Traffic Disruptions – For all road closures, road detours, lane closures, and all night operations, the Contractor shall obtain written approval from the Engineer a minimum of 2 working days prior to the commencement of the Work. All warning signs shall be manufactured with high intensity faces and legends, and shall be placed at least 7 calendar days prior to the commencement of construction. All work done on major and secondary thoroughfares shall utilize solar powered flashing arrow boards, and all signs shall remain in place during nighttime hours. Any of the Contractor's work that may disrupt normal traffic signal operation shall be coordinated with the Engineer a minimum of 2 working days prior to the commencement of the Work.

10-2.8 Travel Lanes – In public streets, during working hours, the Contractor shall maintain not less than one lane of traffic open in each direction at all times. At night and during non-working hours, the Contractor shall leave the work site in a safe condition and allow for the full use of two lanes of traffic.

Flaggers shall be utilized to ensure the safe flow of traffic at intersections and businesses that may be affected. This work shall be included in the lump sum bid item price for **“Traffic control,”** in the Bid Schedule(s), and no additional compensation will be allowed therefore.

10-2.9 Detours – The Contractor shall provide, install, and remove any detours for the routing of vehicular and pedestrian traffic as shown on the approved Traffic Control Plans, as specified in the Special Provisions, or as directed by the Engineer. Payment for such work shall be included in the lump sum bid item price for “**Traffic Control**,” in the Bid Schedule, and no additional compensation will be allowed therefore.

10-2.10 Traffic Access and Control – The Contractor shall provide and maintain all necessary traffic control to protect and guide traffic around all work in the construction zone, including solar-powered arrow boards. All traffic controls shall be clearly posted with signs prior to the commencement of the Work. All traffic restrictions listed herein shall supplement any other traffic control requirements of the City, and are not intended to replace any part of these requirements. Local access shall be maintained to all properties fronting the Work at all times.

10-2.11 Parking and Access – Access shall be maintained to all driveways within the construction zone, unless other prior arrangements have been made with the Engineer and the affected property owner.

10-2.12 Pedestrians – The Contractor shall erect signs and barricades to direct pedestrians through or around the construction zone. Payment for installation of pedestrian signs and barricades shall be included in the lump sum bid item price for “**Traffic Control**,” in the Bid Schedule(s), and no additional compensation will be allowed therefore.

10-2.13 Public Safety During Non-Working Hours – Notwithstanding the Contractor's primary responsibility for safety at the site of the Work when the Contractor is not present, the Engineer, at his option, after attempting to contact the Contractor, may direct City forces to perform any functions he may deem necessary to ensure public safety at or in the vicinity of the site of the Work. If such procedures are implemented, the Contractor shall be responsible for all expenses incurred by the City.

10-2.14 Measurement and Payment – Measurement for payment for traffic control will be based upon the completion of all planning, design, engineering, furnishing, and construction, and maintenance and removal, of all traffic control as a lump sum item, complete, as required under the provisions of any permits, and in accordance with the Standard Specifications and these Special Provisions.

Payment for traffic control shall be made at the lump sum bid item price for “**Traffic Control & Safety**”, and no additional compensation shall be allowed therefore.

10-3 REMOVALS

10-3.1 Clearing and Grubbing – All clearing and grubbing shall conform to Sections 300-1.1, 300-1.2, 300-1.3, and 300-1.4 of the Standard Specifications, except as otherwise specified herein. Clearing and grubbing and miscellaneous removals shall consist of removing all existing objectionable natural materials and existing improvements in the area of the proposed Work to the satisfaction of the Engineer. Said objectionable materials

shall be hauled away and properly disposed of. Clearing, grubbing and miscellaneous removals shall specifically include **removal of existing tree roots (whether live or dead) which interfere with the construction**, removal of existing landscaping (including all trees, shrubs and turf), removal and relocation of existing irrigation systems, removal of any miscellaneous improvements within the existing right-of-way, as well as all other miscellaneous improvements as shown and indicated on the plans (if plans are provided), but not separately paid for in the Bid Schedule(s) or not individually specified in these Special Provisions.

Payment for Clearing and Grubbing shall be considered as included in the various items of work bid and no additional compensation shall be allowed therefore. It shall constitute full compensation for all equipment, materials, and labor necessary for complete clearing and stripping of the entire site, removal of miscellaneous items not separately paid for, and no additional compensation will be allowed therefore.

10-3.2 Existing Facilities – It shall be the Contractor's responsibility to protect all existing improvements not designated for removal. Should the Contractor anticipate removal of any sidewalk, handicap ramps, curbs, gutters, driveway approaches, trees, hedges, oleanders, fences, walls, signs, water valves, irrigation system components and associated electrical service, etc., that is not identified on the Plans or Specifications for removal, repair and replacement shall be at least equal to the existing improvements prior to such damage, all in accordance with requirements of the Contract Documents.

The Contractor shall be responsible for any and all damage done to existing property and adjacent properties during all construction work under this contract, and the Contractor, at its expense, shall make any repairs that result from its operations, to the approval of the Engineer and the subject property owner.

Damaged or removed traffic striping shall be replaced by the Contractor with permanent striping within 24 hours of damage or removal, or replaced with temporary striping at the discretion of the Engineer.

10-3.3 Rights of Way – The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, television, telegraph, or electric transmission line or cable; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the City has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such improvements and for replacing same.

Maintaining in Service: All oil and gasoline pipelines, power, and telephone television, or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or

cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

10-3.6 Concrete Sidewalk – All concrete sidewalk shall be removed such that construction joints to new concrete improvements are clean and straight.

Payment for concrete sidewalk removals shall be considered as included in the unit price bid per square foot for “**Construct New Sidewalk per City of Rialto STD No. SC-203**” and shall constitute full compensation for all equipment, materials, and labor necessary for the removal and disposal of concrete sidewalk, and no additional compensation will be allowed therefore.

10-3.7 Disposal Site – The Contractor shall specify the route and the disposal site of the material that is required to be removed and hauled away. The Contractor shall provide this information at the Pre-Construction Conference.

The Contractor shall not stockpile any removals on any adjacent lots, with or without the property owner's approval.

10-4 SUBGRADE PREPARATION

10-4.1 Subgrade Preparation – Preparation of subgrade shall conform to Section 301-1.2 of the Standard Specifications. The top 12 inches of subgrade material shall be compacted to a relative compaction of 95 percent.

10-4.2 Grade Tolerance – Immediately prior to placing subsequent layers of material thereon, the grading plane, at any point, shall not vary more than 0.05 feet above or below the grade established on the Plans.

10-4.3 Watering – Water for use in subgrade preparation shall be potable. Water shall be applied to compact soil, subgrade, base, and surfacing material through the use of a watering truck which shall spray water uniformly. No chemical additives shall be used during the water application process.

10-4.4 Payment – Payment for preparation of subgrade shall be considered as included in the various bid items of work, and no additional compensation will be made therefore.

10-5 PORTLAND CEMENT CONCRETE

10-5.1 Material – Portland cement concrete of the class and type shown on Standard Drawings shall be used to construct curb, gutter, sidewalks, driveway approaches, curb ramps, and other concrete improvements. Where class and type are not specified in the standard drawings or plans, Portland cement concrete of type 520-C-2500 shall be used for construction, in accordance with Section 201 of the Standard Specifications.

Portland Cement Concrete (PCC) shall meet the requirements of Subsection 201-1 and Section 303 of the Standard Specifications, and these Special Provisions:

Add to Subsection 201-1.1.1, "General", of the Standard Specifications, the following:

The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmasters certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

10-5.2 Construction Methods – Construction of Portland cement concrete improvements shall comply with Section 303-5 of the Standard Specifications, except as amended herein.

Replace the last paragraph, Subsection 303-5.1.1, "General," of the Standard Specifications, with the following:

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

All removed curb and gutter, cross gutters, spandrels, driveway approaches, curb ramps, and sidewalks shall be replaced within three (3) calendar days, unless the Contractor provides reasonable documentation to exceed the three (3) day limit five (5) working days before removal and approved in writing by the Engineer. The Asphalt Concrete patch shall be placed within five (5) working days after the curb and gutters are replaced, and seven (7) days after the cross gutter and spandrels are replaced.

Existing asphalt concrete pavement shall be sawcut and removed a minimum of 12 inches from the edge of new curb and gutter, cross gutters and spandrels, driveway approaches, and curb ramps. Asphalt concrete for slot patching shall conform to Section 203-6 of the Standard Specifications and the class and grade shall be C2-PG 64-10. The slot patch shall be a minimum of 6 inches thick.

No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

Add to the first paragraph of Subsection 303-5.1.2, "Drainage Outlets through Curb," of the Standard Specifications, the following:

Coring shall be required for all drains through existing curbs.

Replace the last paragraph of Subsection 303-5.1.3, "Driveway Entrances," of the Standard Specifications, with the following:

Driveway approaches including walk shall be 6 inches thick for single family residential areas and 8 inches thick for all other areas.

Add to Subsection 303-5.4.3, "Weakened Plane Joints, (a) General," of the Standard Specifications, the following:

All weakened plane joints shall be spaced at a maximum of 10 feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

Revise Subsection 303-5.5.2, "Curb," of the Standard Specifications, as follows:

Delete the first sentence in Paragraph 1 and add the following:

The curb and gutter surface shall not vary more than 0.01 ft. from 10 ft. straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 10 ft. in length, and operated longitudinally over the surface of the concrete. Form clamps shall be so constructed as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, or more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight and top surface of curbs shall be of uniform width, free from humps, sags, blemishes or other irregularities.

Add to Subsection 303-5.5.3, "Walk," of the Standard Specifications, the following:

The sidewalk surface shall not vary more than 0.02' from the 10' straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 4" thick, except at driveways where the sidewalks shall be a minimum of 6" thick for single family residential areas and 8" thick for all other areas.

10-5.3 Sidewalk – Construction of concrete sidewalk shall conform to the most applicable City of Rialto Standard Drawing No. SC-203, SC-204, SC-207, SC-208, or match existing, but application details and other specifications not explicitly stated or shown in the City's Standard Drawing shall conform to Section 303-5 of the Standard Specifications. Portland cement concrete material shall be Portland Cement Concrete of type 520-C-2500.

Payment – Payment for construction of new sidewalks shall be made at the unit price bid per square foot for “**Construct New Sidewalk per City of Rialto STD No. SC-203,**” and shall include full compensation for all equipment, materials, and labor necessary to complete the work including clearing and grubbing, removal and disposal of objectionable materials including tree roots, saw cutting, removal and disposal of the existing improvements, removal and replacement of asphalt concrete slot patches, excavation, subgrade preparation and compaction, replacement of grass and other landscaping materials, sprinkler system modifications or relocations, adjustment of existing pull boxes, water meter boxes, and valve covers to finish grade, sign relocation/re-installation, mailbox relocation/re-installation, construction of the new concrete sidewalk, and any other work necessary to construct the new concrete sidewalk in accordance with the Standard Drawings, the Standard Specifications, and these Special Provisions, and no additional compensation will be allowed therefore.

10-5.4 Driveway Approaches – Construction of driveway approaches shall conform to City of Rialto Standard Drawings No. SC-211, SC-212, SC-213, or SC-214, but application details and other specifications not explicitly stated or shown in the City’s Standard Drawing shall conform to Section 303-5 of the Standard Specifications. Concrete material shall be Portland cement concrete of type 560-C-3250. The concrete thickness shall be 6 inches within the driveway approach extending to the property line.

10-5.5 Curb and Gutter – Construction of 8” curb and gutter shall conform to City of Rialto Standard Drawing No. SC-203. Curb and gutter shall be constructed to the dimensions as specified in the City’s Standard Drawings or match existing, but application details and other specifications not explicitly stated or shown in the City’s Standard Drawing shall conform to Section 303-5 of the Standard Specifications. Portland cement concrete material shall be Portland Cement Concrete of type 520-C-2500.

10-5.6 Cross Gutters – Construction of cross gutters shall conform to City of Rialto Standard Drawing No. SC-216. Cross gutters shall be constructed to the dimensions as specified in the City’s Standard Drawings, but application details and other specifications not explicitly stated or shown in the City’s Standard Drawing shall conform to Section 303-5 of the Standard Specifications. Portland cement concrete material shall be Portland Cement Concrete of type 520-C-2500.

10-5.5 Curb Ramps – Construction of curb ramps shall conform to City of Rialto Standard Drawing No. SC-215 with the type and case most appropriate for the condition. Construction materials and application details shall conform to Section 303-5 of the Standard Specifications. New curb ramps shall cleanly match existing improvements where required. Concrete material shall be Portland cement concrete of type 520-C-2500.

The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum grades indicated on the standard plans. Typical construction tolerances to construct the new access ramp shall not apply and maximum grades indicated on the plans shall not be exceeded. The Contractor shall be responsible to remove and reconstruct access ramps at his own cost if ramps are deemed non-compliant with the

standard drawings and these Special Provisions.

Where the type of curb ramp includes retaining curbs to make up for a difference in elevation between the existing grade and curb ramp grade, the construction of said retaining curb shall be considered as part of the curb ramp work.

The Contractor shall verify, with a “smart level”, that maximum ramp and sidewalk grades do not exceed maximum grades indicated on the standard drawings, when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. It shall be the Contractor’s responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all curb ramp locations and the Engineer shall not be responsible to direct the Contractor’s crews or otherwise serve in this management capacity. The Engineer shall be present to verify the concrete forms, prior to the Contractor pouring any PCC construction improvements for the curb ramp.

The curb ramp construction work shall include all related adjustments of pull boxes, pull box covers, and protection of traffic signal poles and signs that fall within the proposed curb ramp construction limits.

Construction of curb ramps shall include removal and replacement, or construction of adjacent sidewalk, extending a minimum of 5 feet from the top of all ramps (or further as necessary to conform to existing improvements).

10-5.5.1 Detectable Warning Surfaces - Detectable warning surface for curb ramps shall conform to Caltrans Revised Standard Plan A88A and shall be cast-in-place tactile tiles by Armor-Tile or approved equal. The color shall be “Federal Yellow” (Federal Color No. 33538) at all locations. Detectable warning surface shall be installed in conformance with the standard drawings, these Special Provisions and the manufacturer’s recommendations. The finished surface shall be free of blemishes.

The Contractor shall submit to the Engineer for review the following items:

- A. Product Data: Submit manufacturer’s literature describing products, installation procedures and routine maintenance.
- B. Samples: Submit two tile samples of the kind proposed for use (minimum size 6” by 8”).
- C. Materials Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile tile system as certified by a qualified independent testing laboratory.
- D. Maintenance Instructions: Submit copies of manufacturer’s specified maintenance practices for each type of tactile tile and accessory as required.

The manufacturer shall provide a written five year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the project.

10-5.8 Vandalism – The Contractor is responsible for protecting all new Portland cement concrete construction from vandalism. All construction of Portland cement concrete shall be conducted under direct supervision of the Contractor's staff, and shall be monitored until the work has adequately cured and is not susceptible to damage from vandalism. Any vandalism identified on new concrete construction shall be removed and replaced by the Contractor, as required and directed by the Engineer, at no additional cost to the City.

- END OF SECTION -

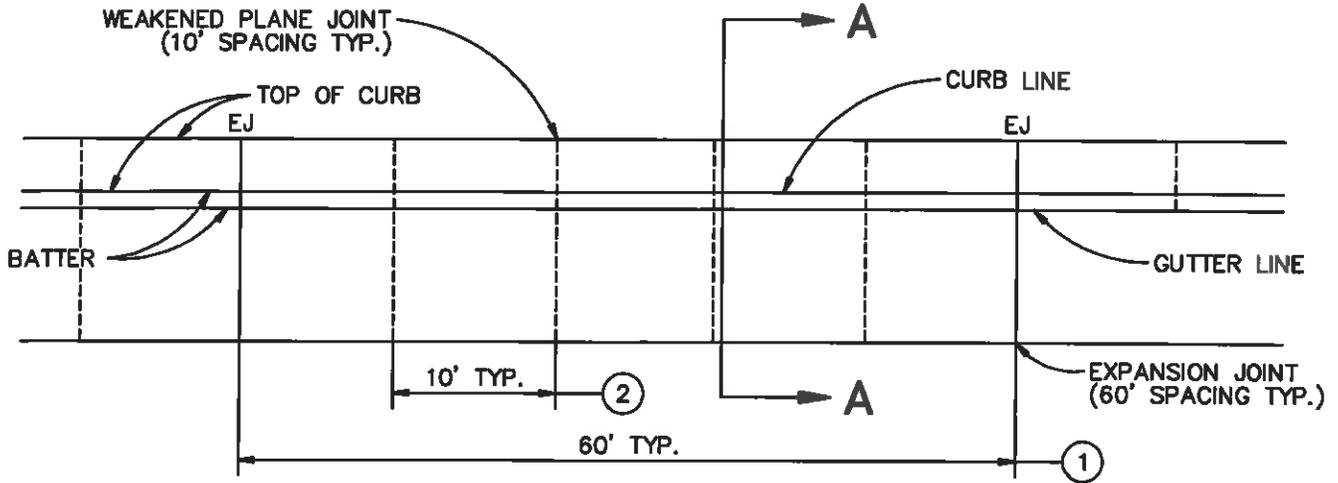
**CITY OF RIALTO
PUBLIC WORKS DEPARTMENT**

PART III - APPENDIX

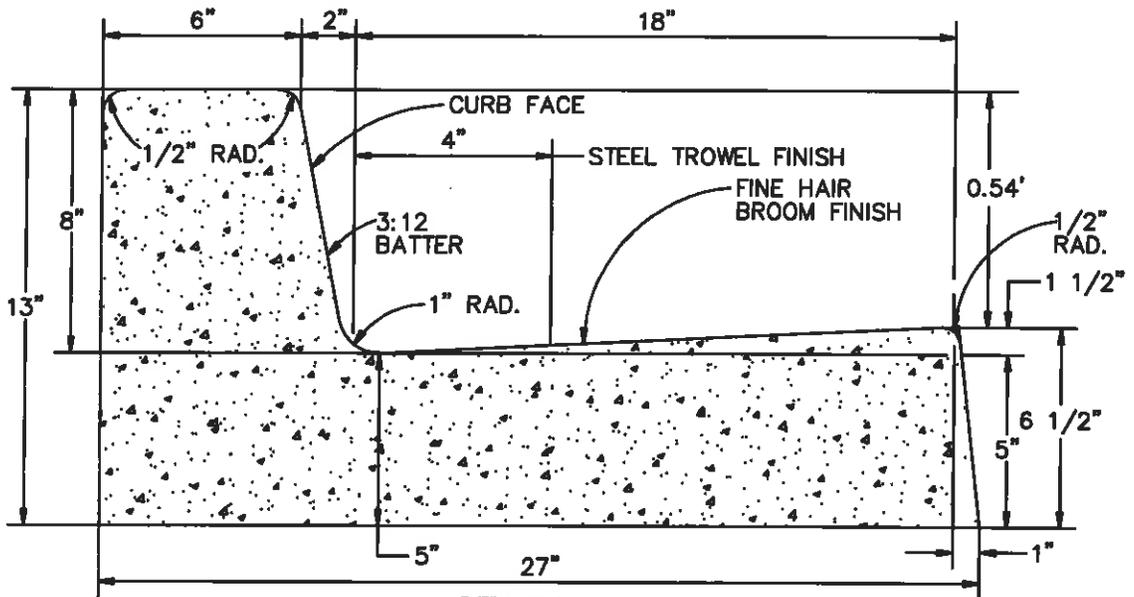
**STATE SAFE ROUTES TO SCHOOL PROJECT
(CEDAR AVE IMPROVEMENTS)
CITY PROJECT NO. 130808
STATE AID PROJECT NO. SR2SL 5205 (018)
REQUEST FOR BID NO. 19-002**

City of Rialto Standard Plans

SC-200	8" Curb and Gutter
SC-201	6" Curb and Gutter
SC-202	Curb Only
SC-203	Sidewalk (Curb Adjacent)
SC-204	Sidewalk (Property Lines)
SC-207	Curb Adjacent Sidewalk Intersection
SC-208	Property Line Adjacent Sidewalk Intersections
SC-209	Expansion and Weakened Plane Joint
SC-210	Tree Well and Covers
SC-211	Driveway Approach (Residential Curb Sidewalk)
SC-212	Driveway Approach (Residential Property Line Sidewalk)
SC-213	Driveway Approach (Commercial)
SC-214	Driveway with Curb Returns
SC-215	Curb Ramp
SC-216	Cross Gutter and Fillet
SC-221	Curb Core Drainage



TYPICAL PLAN



SECTION A-A

NOTES:

- ① 1/2" EXPANSION JOINT AT BEGINNING AND END OF CURB RETURN AND AT 60' INTERVALS, PER STANDARD NO. SC-209.
- ② 3/16" WEAKENED PLANE JOINT EVERY 10' PER STANDARD NO. SC-209.

GENERAL NOTES:

- 1. ALL CONCRETE SHALL BE CLASS 520-C-2500.
- 2. FOR ALL CURB REPAIRS, REMOVE CURB AND GUTTER TO NEXT WEAKENED PLANE OR EXPANSION JOINT, IF LESS THAN 5'.

NOT TO SCALE

APPROVED BY:

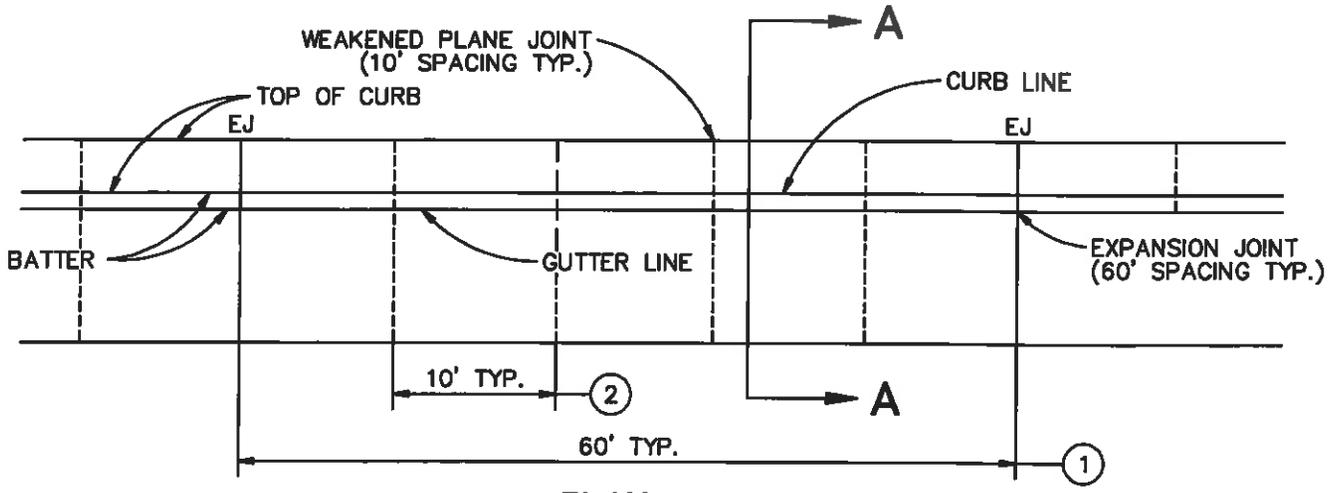
Marcus Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

8" CURB AND GUTTER

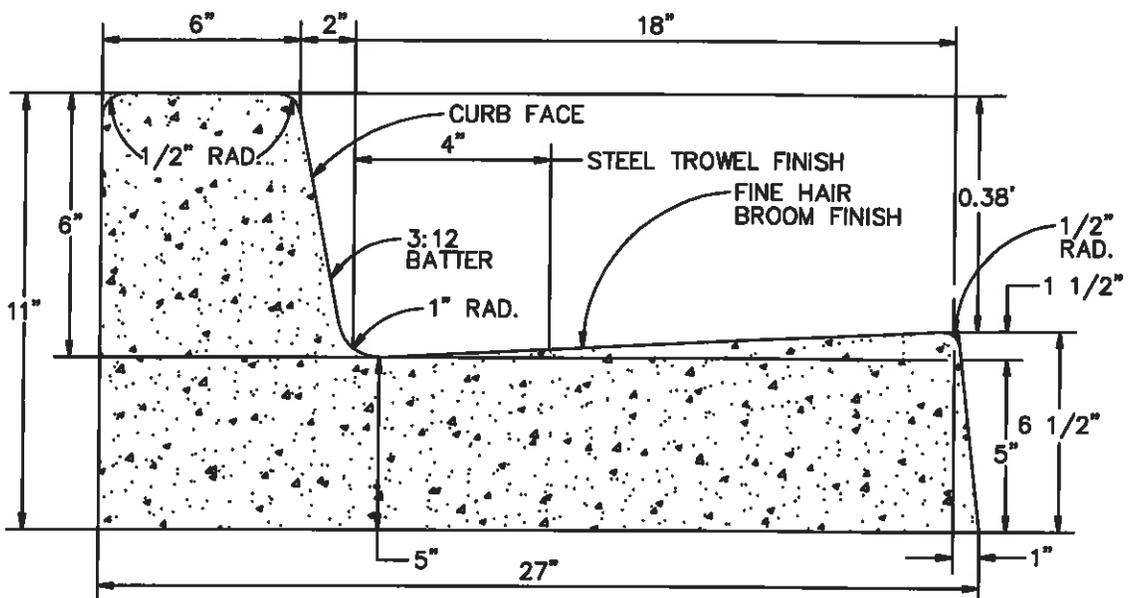
REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-200 SHT 1 OF 1



PLAN



SECTION A-A

NOTES:

- ① 1/2" EXPANSION JOINT AT BEGINNING AND END OF CURB RETURN AND AT 60' INTERVALS, PER STANDARD NO. SC-209.
- ② 3/16" WEAKENED PLANE JOINT EVERY 10' PER STANDARD NO. SC-209.

GENERAL NOTES:

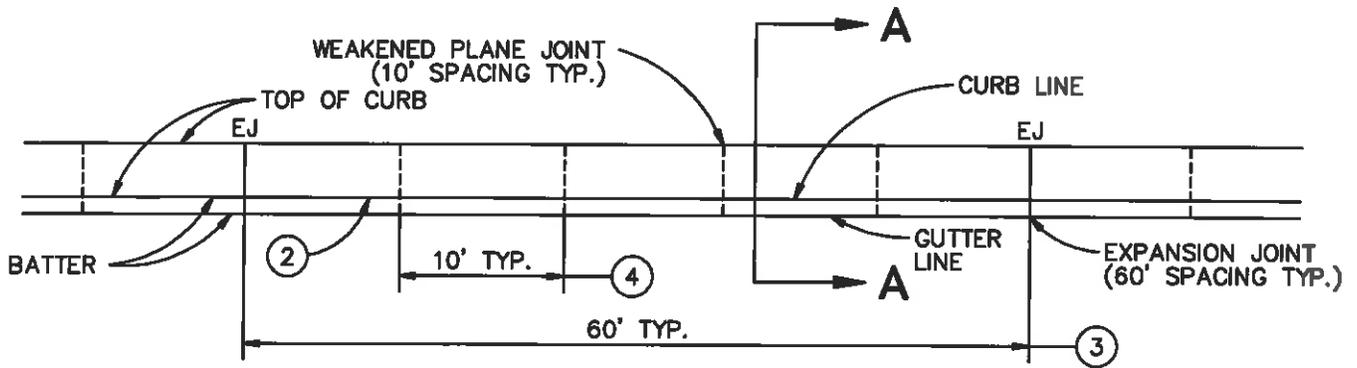
- 1. 6" CURB AND GUTTER SHALL NOT BE USED FOR PUBLIC STREETS.
- 2. ALL CONCRETE SHALL BE CLASS 520-C-2500.
- 3. FOR ALL CURB REPAIRS, REMOVE CURB AND GUTTER TO NEXT WEAKENED PLANE OR EXPANSION JOINT, IF LESS THAN 5'.

NOT TO SCALE

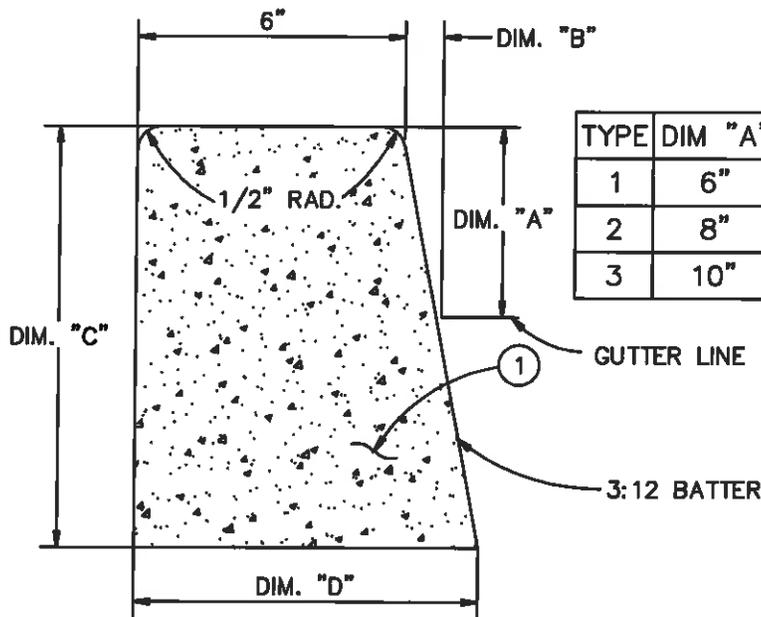
APPROVED BY:			
<i>Marius Fuller</i>		11/25/14	
P.W. DIRECTOR/CITY ENGINEER		DATE	
REVISIONS			
DATE	BY	MARK	APPROVED

**6" CURB AND GUTTER
(PRIVATE ONLY)**

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



TYPICAL PLAN



TYPE	DIM "A"	DIM "B"	DIM "C"	DIM "D"
1	6"	1 1/2"	12"	9"
2	8"	2"	14"	9 1/2"
3	10"	2 1/2"	16"	10"

SECTION A-A

NOTES:

- ① ALL CONCRETE SHALL BE CLASS 520-C-2500.
- ② WIDTHS SHOWN ON PLANS ARE TO CURB FACE UNLESS OTHERWISE INDICATED.
- ③ 1/2" EXPANSION JOINT AT BEGINNING AND END OF CURB RETURN AND AT 60' INTERVALS, PER STANDARD NO. SC-209.
- ④ 3/16" WEAKENED PLANE JOINT EVERY 10' INTERVALS, PER STANDARD NO. SC-209.

NOT TO SCALE

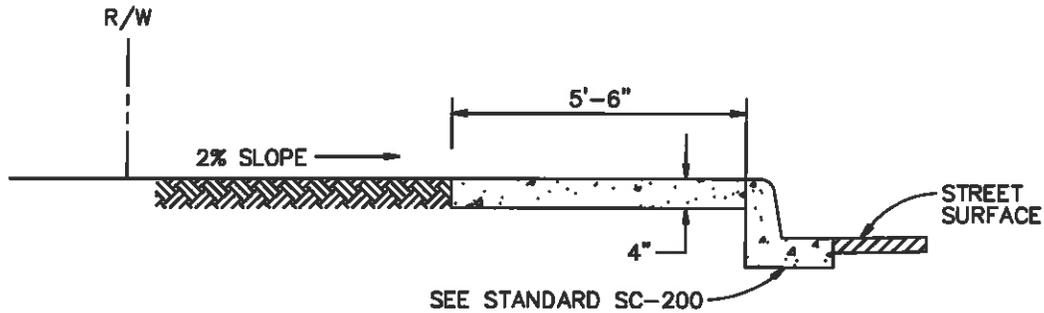
APPROVED BY:

Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

CURB ONLY

REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

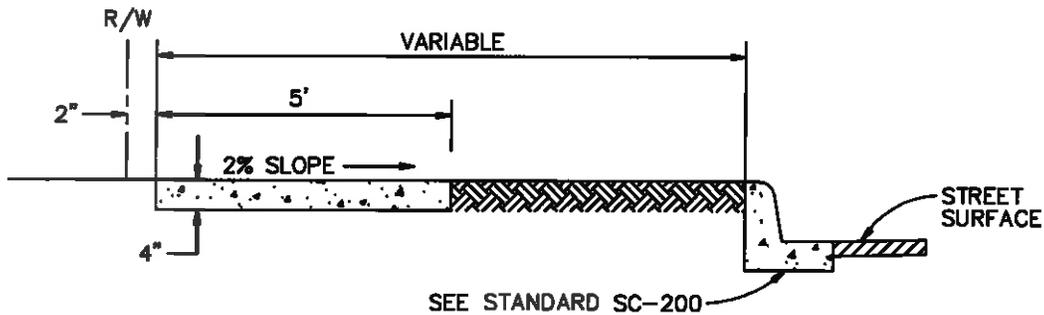


GENERAL NOTES:

1. ALL SIDEWALK AREA SHALL BE CLASS 520-C-2500 CONCRETE.
2. THE SUBGRADE SHALL BE FREE OF UNSUITABLE MATERIAL. ALL EXCESS DIRT TO BE REMOVED FROM PREMISES BY CONTRACTOR.
3. SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO A MINIMUM DEPTH OF 12 INCHES. 90% MINIMUM COMPACTION IS REQUIRED BEHIND THE CURB AND IN PARKWAY AREA.
4. PARKWAY AREA TO BE BROUGHT TO GRADE BY CONTRACTOR BEFORE FINAL APPROVAL.
5. LIGHT BROOM FINISH—PERPENDICULAR TO CURB.
6. ALL SURFACES SHALL BE FREE OF HUMPS, SAGS, AND IRREGULARITIES. UNIFORM SURFACES SHALL NOT VARY MORE THAN .01 FOOT WHEN MEASURED WITH A 10 FOOT STRAIGHT EDGE.
7. ALL SIDEWALKS AND CURB AND GUTTERS SHALL HAVE WEAKENED PLANE JOINTS SPACED AT 10 FEET MAXIMUM INTERVALS AND SCORE LINE EVERY 5 FEET ON SIDEWALKS.
8. EXPANSION JOINTS SHALL BE PLACED AT 60 FEET MAXIMUM INTERVALS.
9. WEAKENED PLANE JOINTS AND EXPANSION JOINTS SHALL CONFORM TO STANDARD NUMBER SC-209.
10. CONCRETE REPAIRS SHALL BE MADE BY SAW CUTTING AND REMOVING THE ENTIRE UNIT BETWEEN WEAKENED PLANE JOINTS.
11. SIDEWALKS IN DRIVEWAYS OR ALLEYS SHALL BE 6" THICK.

NOT TO SCALE

	<p>APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER</p>	<p>SIDEWALK (CURB ADJACENT)</p>																
	<p>11/25/14 DATE</p>																	
	<p>REVISIONS</p>																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 15%;">BY</th> <th style="width: 15%;">MARK</th> <th style="width: 55%;">APPROVED</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DATE	BY	MARK	APPROVED													
DATE	BY	MARK	APPROVED															
		<p>CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</p>																
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">STANDARD NO. SC-203</td> <td style="width: 50%;">SHT 1 OF 1</td> </tr> </table>	STANDARD NO. SC-203	SHT 1 OF 1														
STANDARD NO. SC-203	SHT 1 OF 1																	

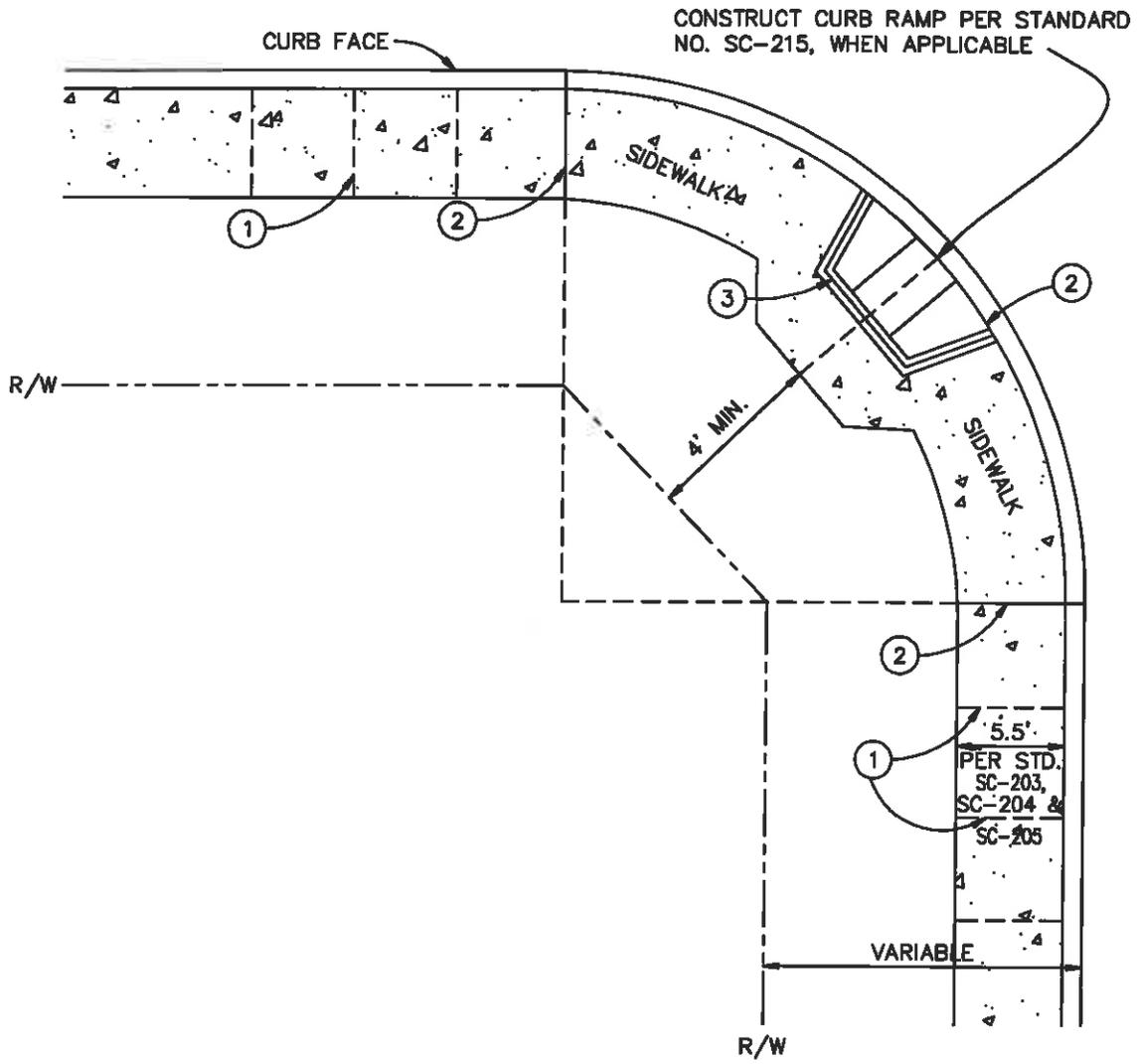


GENERAL NOTES:

1. ALL SIDEWALK AREA SHALL BE CLASS 520-C-2500 CONCRETE.
2. THE SUBGRADE SHALL BE FREE OF UNSUITABLE MATERIAL. ALL EXCESS DIRT TO BE REMOVED FROM PREMISES BY CONTRACTOR.
3. SUBGRADE SHALL BE SCARIFIED AND COMPACTED TO A MINIMUM DEPTH OF 12 INCHES. 90% MINIMUM COMPACTION IS REQUIRED BEHIND THE CURB AND IN PARKWAY AREA.
4. PARKWAY AREA TO BE BROUGHT TO GRADE BY CONTRACTOR BEFORE FINAL APPROVAL.
5. LIGHT BROOM FINISH—PERPENDICULAR TO CURB.
6. ALL SURFACES SHALL BE FREE OF HUMPS, SAGS, AND IRREGULARITIES. UNIFORM SURFACES SHALL NOT VARY MORE THAN .01 FOOT WHEN MEASURED WITH A 10 FOOT STRAIGHT EDGE.
7. ALL SIDEWALKS AND CURB AND GUTTERS SHALL HAVE WEAKENED PLANE JOINTS SPACED AT 10 FEET MAXIMUM INTERVALS AND SCORE LINE EVERY 5 FEET ON SIDEWALKS.
8. EXPANSION JOINTS SHALL BE PLACED AT 60 FEET MAXIMUM INTERVALS.
9. WEAKENED PLANE JOINTS AND EXPANSION JOINTS SHALL CONFORM TO STANDARD NUMBER SC-209.
10. CONCRETE REPAIRS SHALL BE MADE BY SAW CUTTING AND REMOVING THE ENTIRE UNIT BETWEEN WEAKENED PLANE JOINTS.
11. SIDEWALKS IN DRIVEWAYS OR ALLEYS SHALL BE 6" THICK.

NOT TO SCALE

APPROVED BY:		SIDEWALK (PROPERTY LINE)		
 P.W. DIRECTOR/CITY ENGINEER				11/25/14 DATE
REVISIONS				CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION
DATE	BY	MARK	APPROVED	
STANDARD NO. SC-204		SHT 1 OF 1		



CONSTRUCT CURB RAMP PER STANDARD NO. SC-215, WHEN APPLICABLE

NOTES:

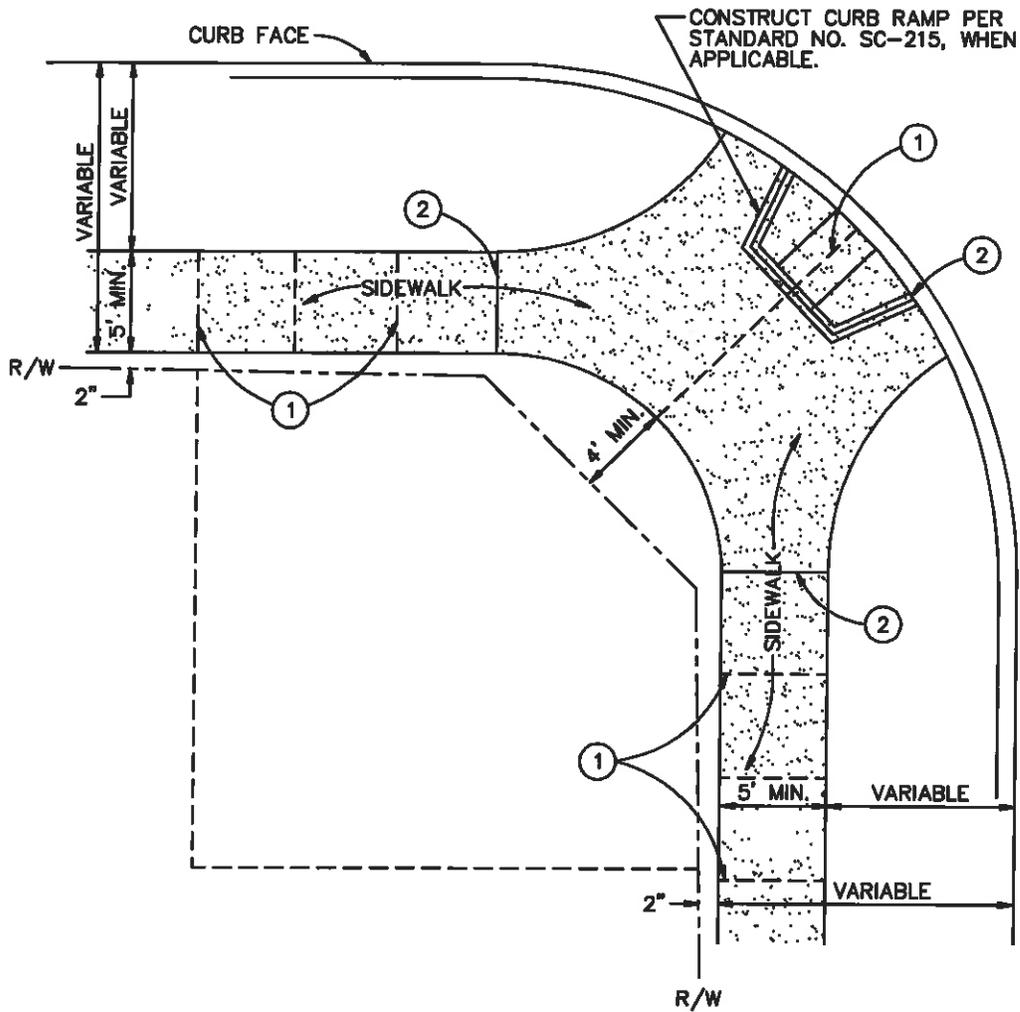
- ① WEAKENED PLANE JOINT EVERY 10' AND SCORE LINE EVERY 5' PER STANDARD NO. SC-209.
- ② 1/2" EXPANSION JOINT PER STANDARD NO. SC-209.
- ③ CURB RAMP PER CITY STANDARD NO. SC-215.

GENERAL NOTES:

- 1. ALL CONCRETE SHALL BE CLASS 520-C-2500.

NOT TO SCALE

<p>APPROVED BY: P.W. DIRECTOR/CITY ENGINEER 11/25/14 DATE</p>		<p>CURB ADJACENT SIDEWALK INTERSECTION</p>	
<p>REVISIONS</p>			
DATE	BY	MARK	APPROVED
<p>CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</p>		<p>STANDARD NO. SC-207 SHT 1 OF 1</p>	



NOTES:

- ① WEAKENED PLANE JOINT EVERY 10' PER STANDARD NO. SC-209 AND SCORE LINE EVERY 5'.
- ② 1/2" EXPANSION JOINT PER STANDARD NO. SC-209.

GENERAL NOTES:

- 1. ALL CONCRETE SHALL BE CLASS 520-C-2500.

NOT TO SCALE

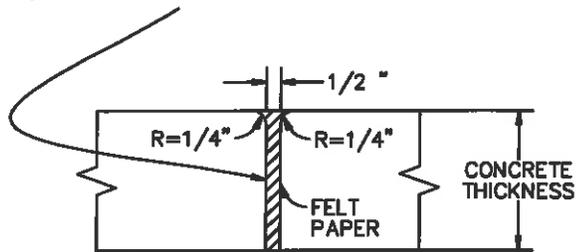
APPROVED BY:
Mario Fuller 11/25/14
 P.W. DIRECTOR/CITY ENGINEER DATE

REVISIONS			
DATE	BY	MARK	APPROVED

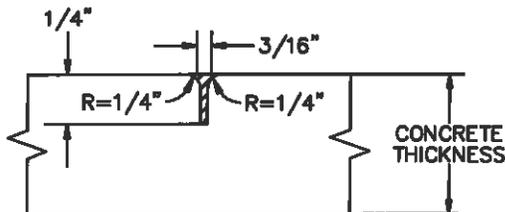
**PROPERTY LINE
 ADJACENT SIDEWALK
 INTERSECTION**

**CITY OF RIALTO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION**

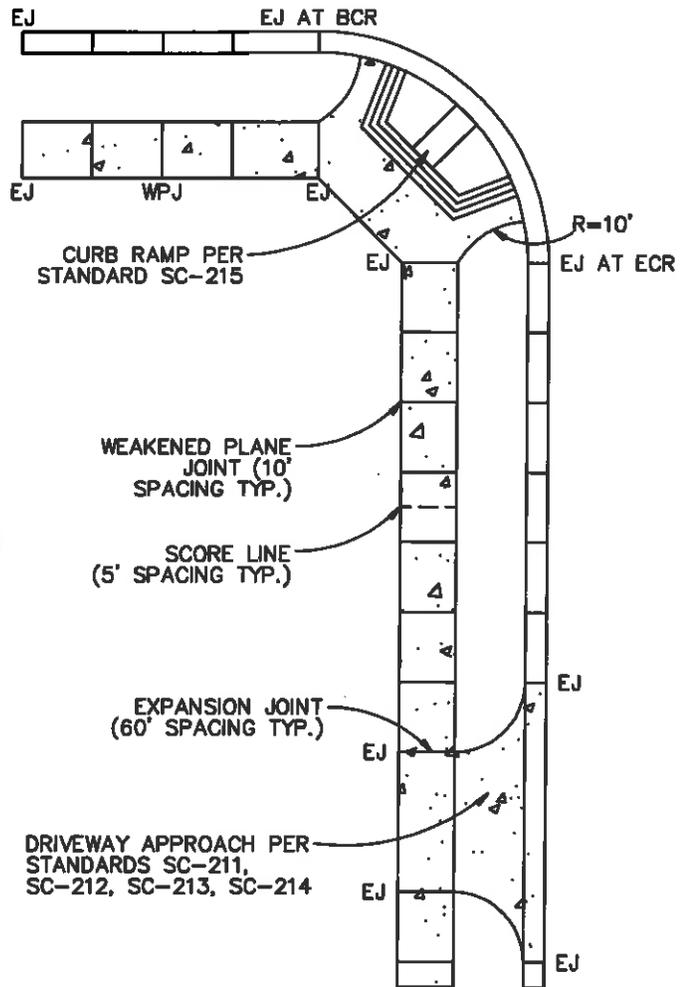
PRE-MOLDED JOINT FILLERS 1/2" OR 1" THICK OR 1" EXPANSION JOINT TO BE FILLED WITH NON-SHRINK CAULK AND GLAZE COMPOUND OR EQUAL AS APPROVED BY CITY ENGINEER.



EXPANSION JOINT (EP)
SPACING: 60' INTERVALS,
AND AT ALL B.C.'S, E.C.'S, DRIVEWAYS,
CURB RETURNS AND STRUCTURES.



WEAKENED PLANE JOINT (WPJ)
SPACING: 10' INTERVALS;
MAY BE VARIED TO ALLOW MATCHING
OF JOINTS IN ADJACENT EXISTING
IMPROVEMENTS.



NOT TO SCALE

APPROVED BY:

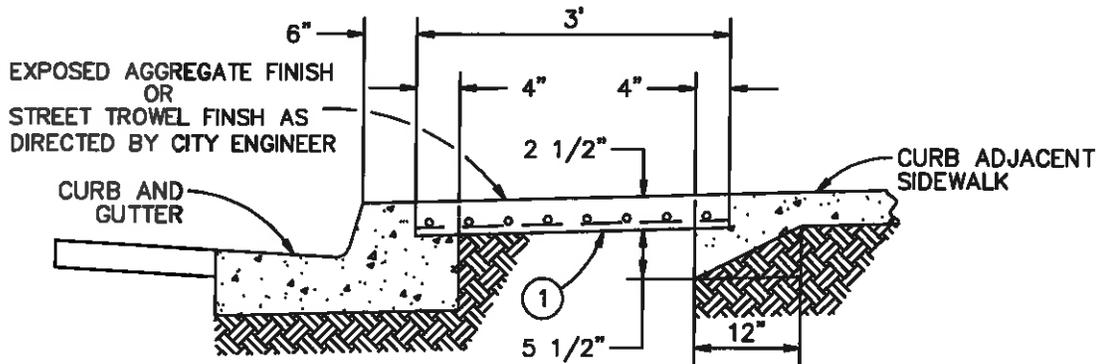
Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

**EXPANSION AND
WEAKENED
PLANE JOINT**

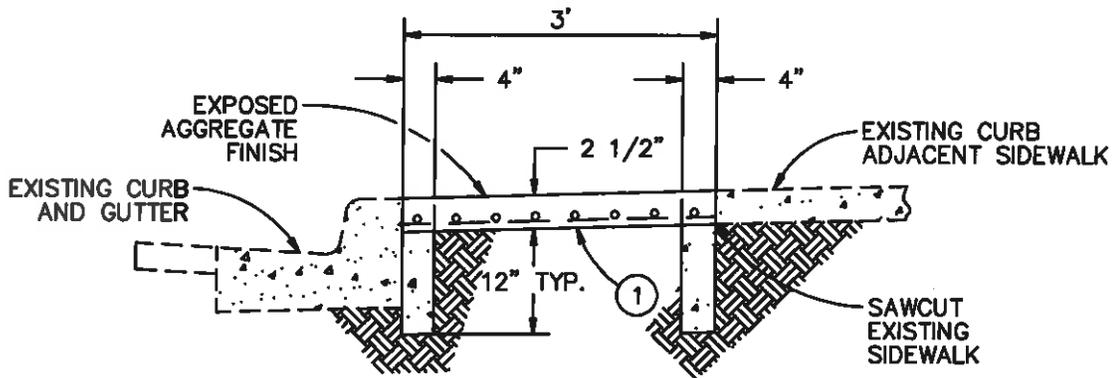
REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-209 SHT 1 OF 1



SECTION A-A
NEW CURB, GUTTER AND SIDEWALK



SECTION A-A
EXISTING CURB, GUTTER AND SIDEWALK

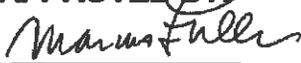
NOTES:

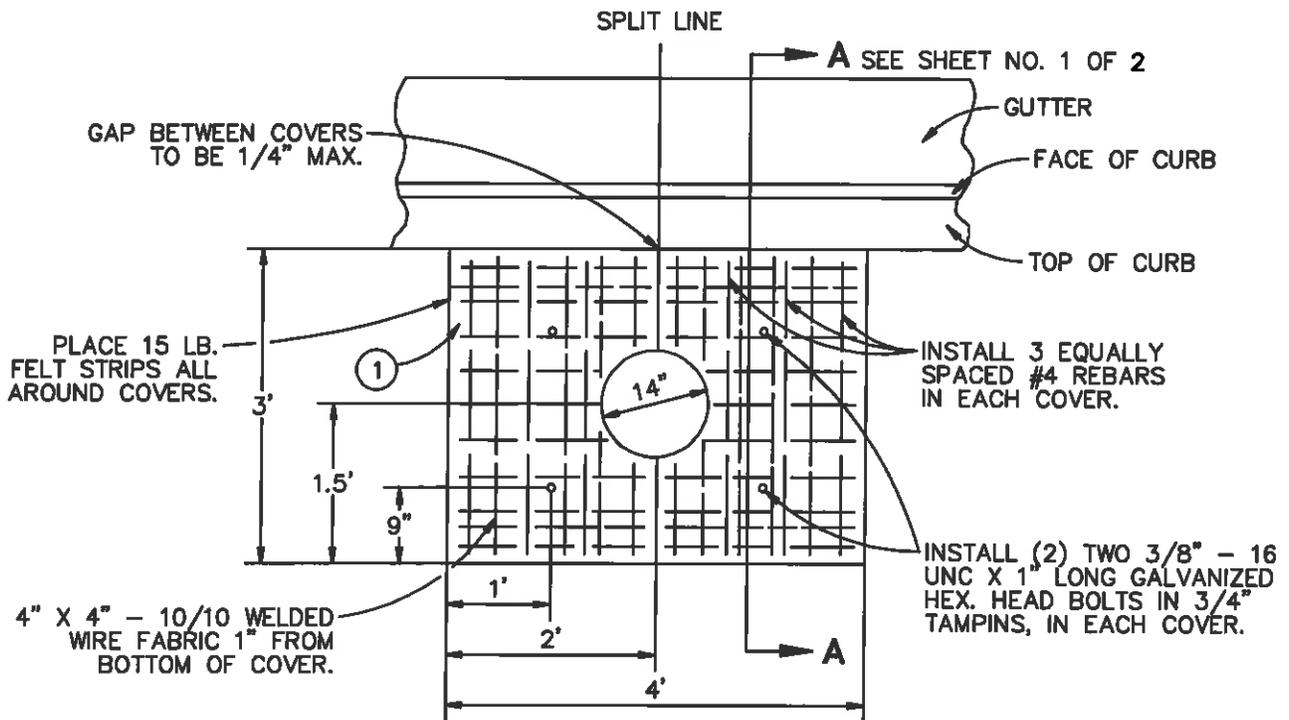
- ① ALL COVERS SHALL BE CLASS 560-C-3250.

GENERAL NOTES:

- 1. COVERS MAY BE CAST IN PLACE.

NOT TO SCALE

	<p>APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER</p>	<p>11/25/14 DATE</p>	<p>TREE WELL AND COVERS</p>		
<p>REVISIONS</p>			<p>CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</p>		
<p>DATE</p>	<p>BY</p>	<p>MARK</p>			<p>APPROVED</p>
			<p>STANDARD NO. SC-210</p>	<p>SHT 1 OF 2</p>	



PLAN

NOTES:

- ① ALL COVERS SHALL BE CLASS 560-C-3250.

GENERAL NOTES:

- 1. COVERS MAY BE CAST IN PLACE.

NOT TO SCALE

APPROVED BY:

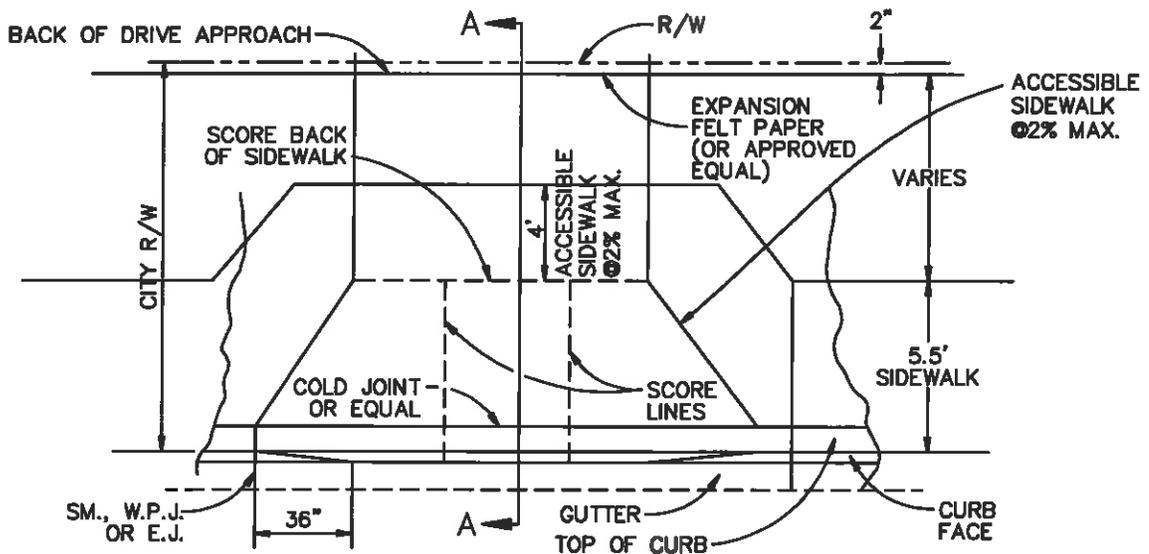
Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

TREE WELL AND COVERS

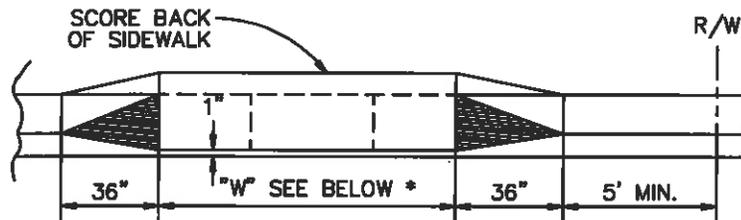
REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

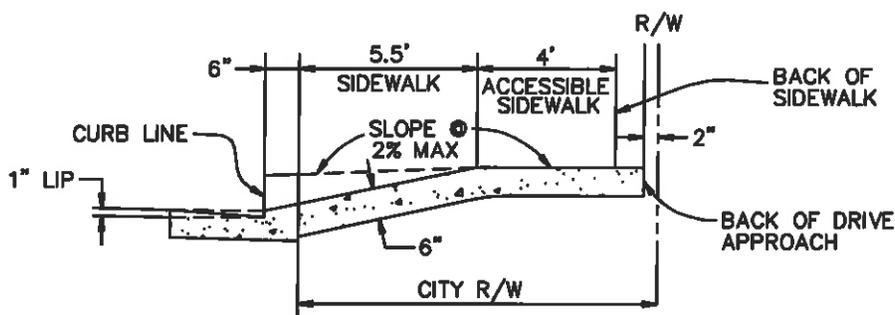
STANDARD NO. SC-210 SHT 2 OF 2



PLAN VIEW



ELEVATION



DRIVEWAY WIDTH (W)

- * 26' MAX. FOR 3-CAR GARAGE IF MIN. OF 25' OF FULL HEIGHT CURB AVAILABLE BETWEEN DRIVEWAYS.
- * 20' MAX. FOR TWO CAR GARAGE.
- * 10' MINIMUM.

SECTION A-A

GENERAL NOTES:

1. ALL CONCRETE IN DRIVEWAY APPROACH SHALL BE CLASS 520-C-2500.
2. ALL CONCRETE IN DRIVEWAY APPROACH SHALL BE 6" THICK INCLUDING SIDEWALK.
3. CURB AND SIDEWALK REPAIRS SHALL BE REMOVED BY SAW CUTTING, OR IF WITHIN 5', REMOVED TO A WEAKENED PLANE OR EXPANSION JOINT.

NOT TO SCALE

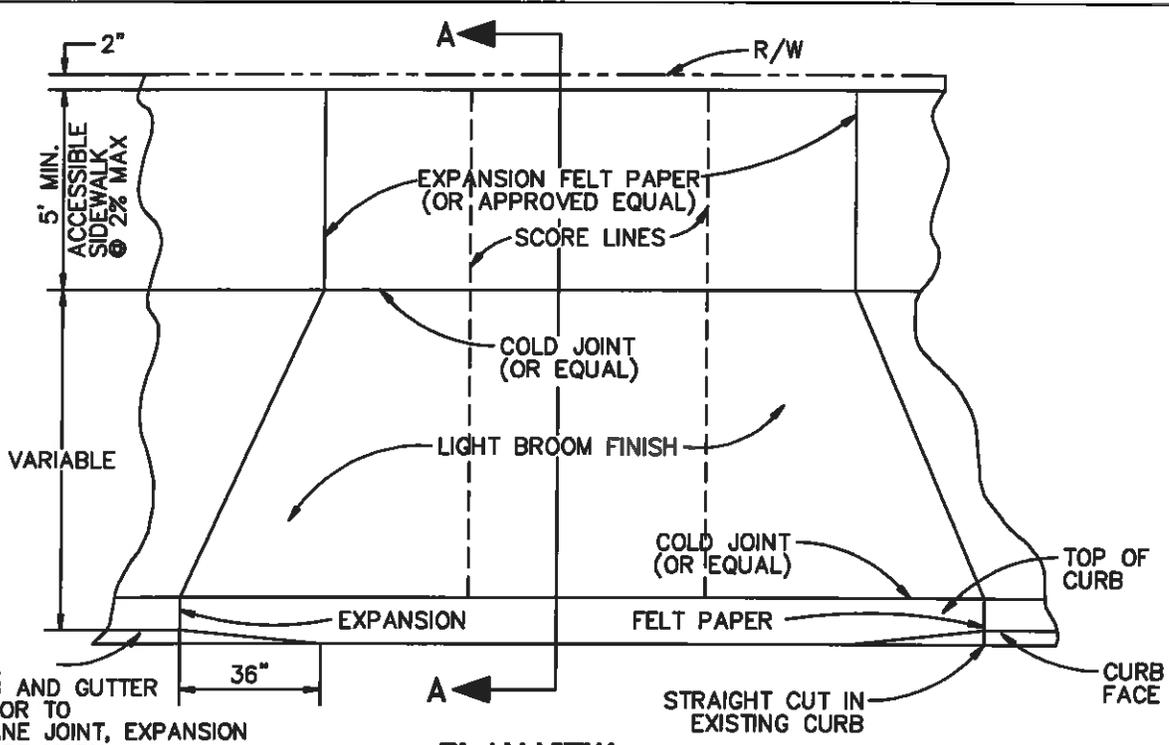
APPROVED BY:

Marcus Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

**DRIVEWAY APPROACH
(RESIDENTIAL CURB SIDEWALK)**

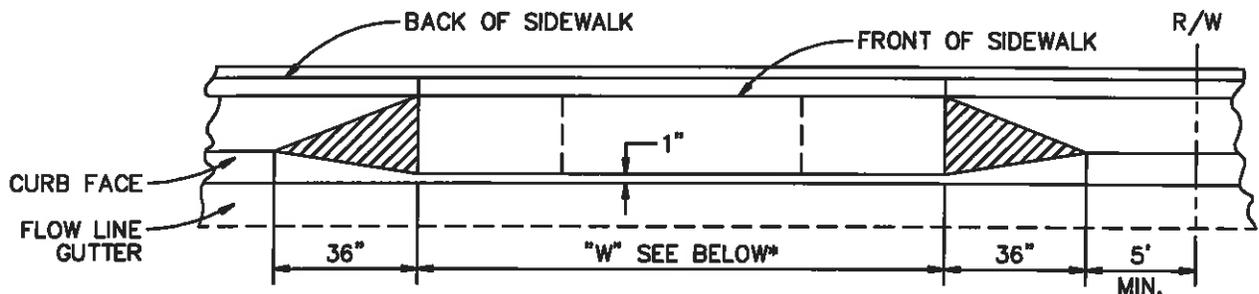
REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

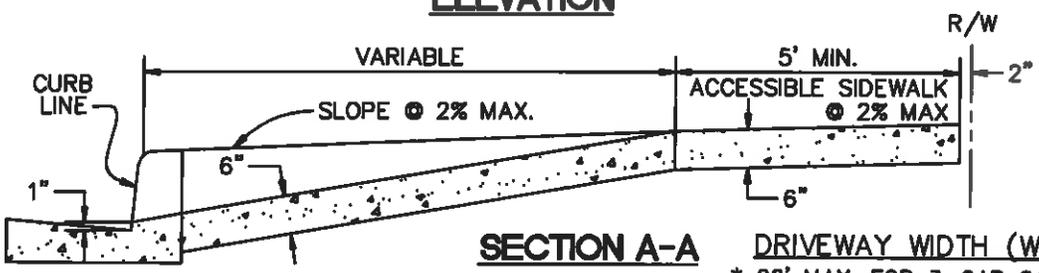


REPAIR WORK, REMOVE CURB AND GUTTER BY SAW CUT OR TO WEAKENED PANE JOINT, EXPANSION JOINT OR SCORE MARK.

PLAN VIEW



ELEVATION



SECTION A-A

DRIVEWAY WIDTH (W)

- * 26' MAX. FOR 3-CAR GARAGE IF MIN. OF 25' OF FULL HEIGHT CURB AVAILABLE BETWEEN DRIVEWAYS.
- * 20' MAX. FOR TWO CAR GARAGE.
- * 10' MINIMUM.

GENERAL NOTES:

1. ALL CONCRETE IN DRIVEWAY APPROACH IS CLASS 520-C-2500.
2. ALL CONCRETE IS 6" THICK, INCLUDING SIDEWALK.

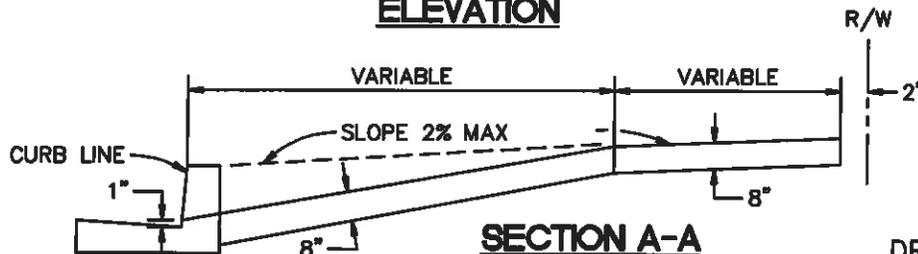
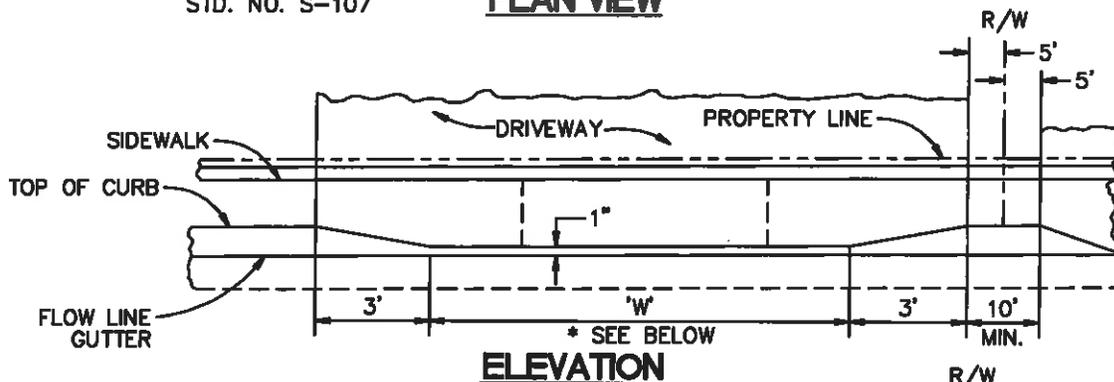
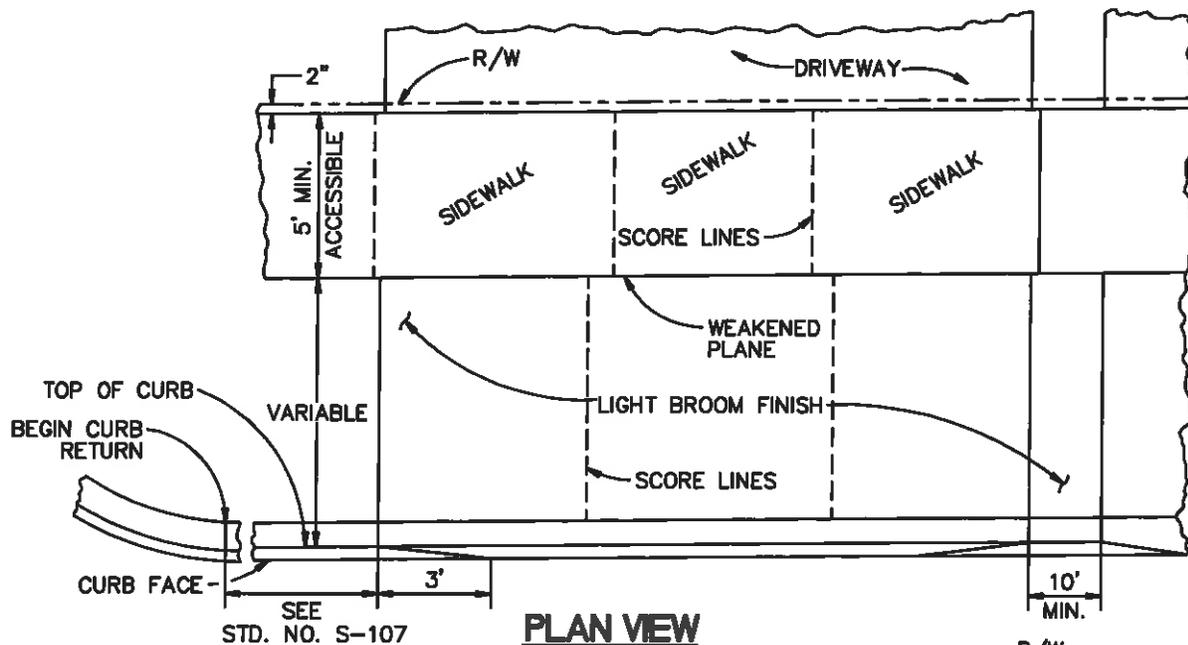
NOT TO SCALE

APPROVED BY:			
<i>Marvin Fuller</i>		11/25/14	
P.W. DIRECTOR/CITY ENGINEER		DATE	
REVISIONS			
DATE	BY	MARK	APPROVED

**DRIVEWAY APPROACH
(RESIDENTIAL - PROPERTY LINE)
SIDEWALK**

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-212	SHT 1 OF 1
----------------------------	-------------------



GENERAL NOTES:

1. ALL DRIVEWAY APPROACH SHALL BE CLASS 520-C-2500 CONCRETE.
2. ALL CONCRETE IN DRIVING AREA IS 8" THICK.
3. IF EXISTING SIDEWALK IN BACK OF DRIVE APPROACH IS LESS THAN 6", IT SHALL BE REPLACED WITH 8".
4. 20' OF FULL HEIGHT CURB SHALL BE PROVIDED BETWEEN ALL APPROACHES ON SAME PROPERTY.

DRIVEWAY WIDTH (W)

- * 13' MIN. ONE WAY ENTRANCE.
- * 20' MIN. TWO WAY ENTRANCE.
- * 36' MAXIMUM.

NOT TO SCALE

APPROVED BY:
Marcus Fuller 11/25/14
 P.W. DIRECTOR/CITY ENGINEER DATE

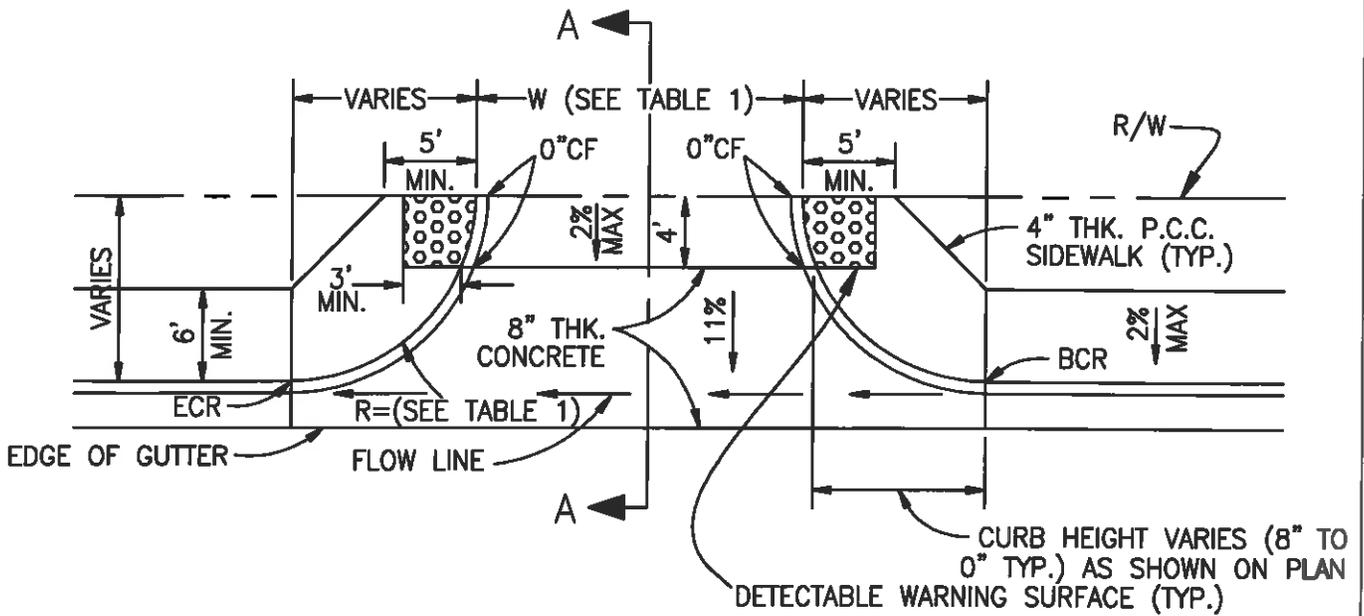
**DRIVEWAY APPROACH
(COMMERCIAL)**

REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-213

SHT 1 OF 1



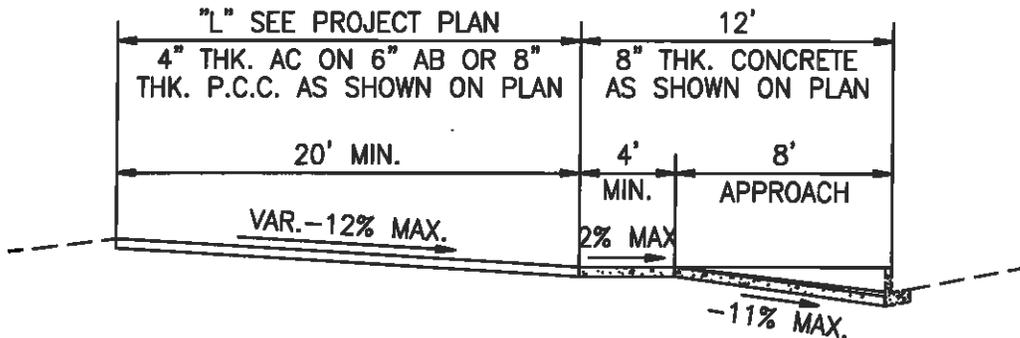
GENERAL NOTES:

1. THE CURB RETURN RADIUS AND/ OR MAX. WIDTH OF DRIVEWAY SHALL BE INCREASED TO ACCOMMODATE A TRUCK TURNING PATH.
2. SEE DRIVEWAY SPACING STANDARD NO. S-107 FOR APPROVED DRIVEWAY LOCATIONS.
3. CONCRETE SHALL BE CLASS 520-C-2500.

DRIVEWAY WIDTH (W)

TYPE	W	R
TYPE 1	32'	32'
TYPE 2	40'	35'
TYPE 3	50'	35'

TABLE 1



SECTION A-A

NOT TO SCALE

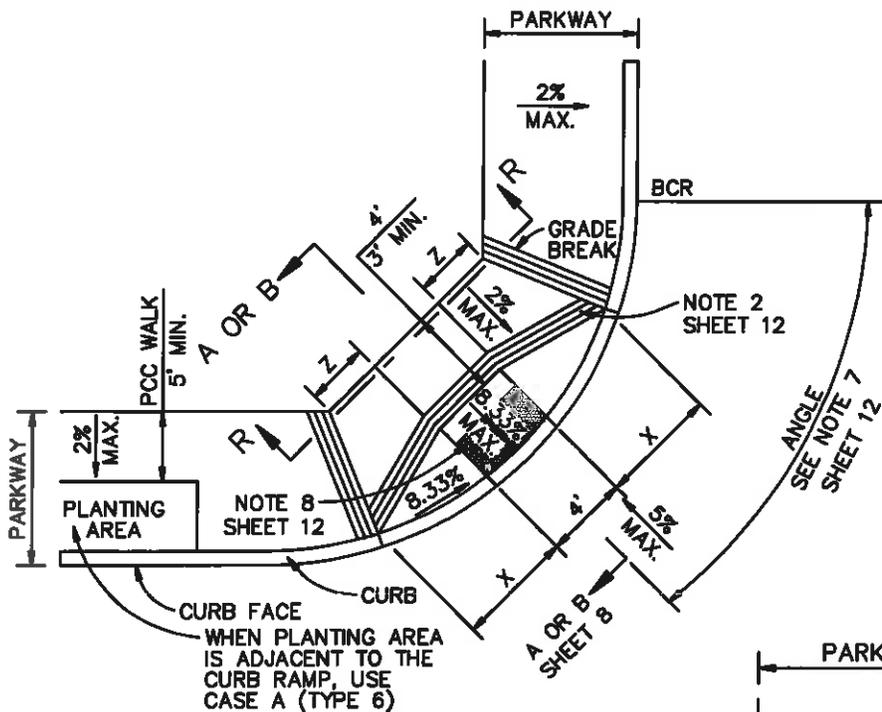
APPROVED BY:

Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

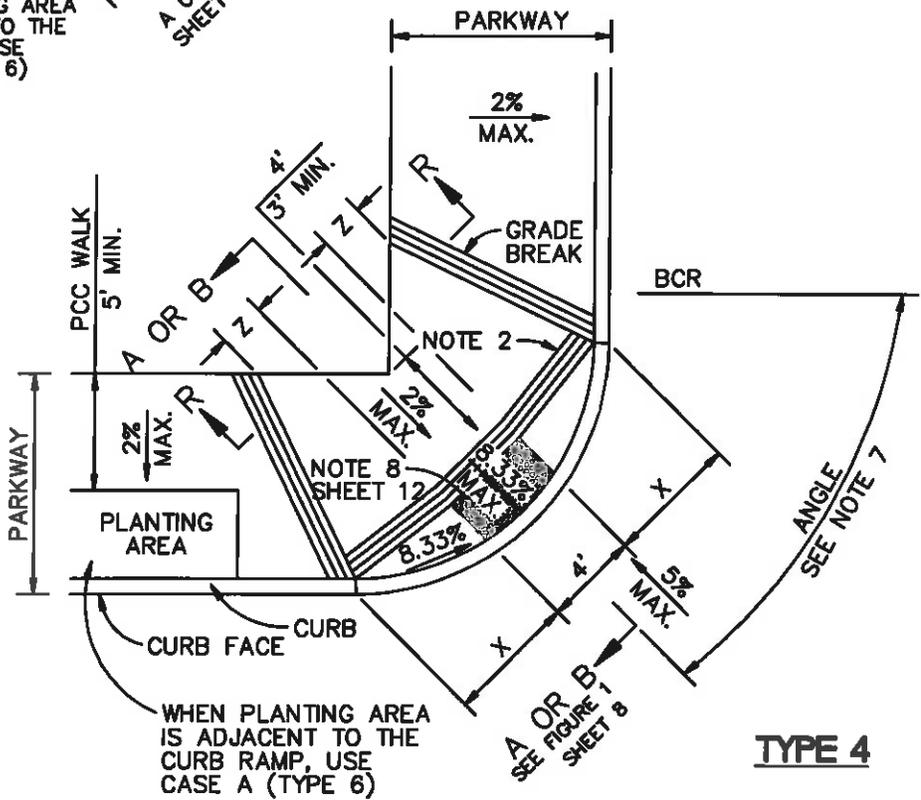
DRIVEWAY WITH CURB RETURNS

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

REVISIONS			
DATE	BY	MARK	APPROVED



TYPE 3



CASE A

TYPE 4

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

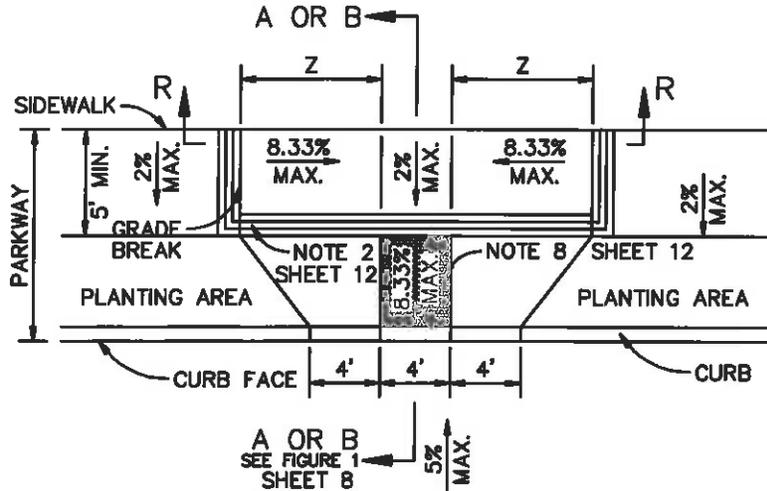
NOT TO SCALE

APPROVED BY:			
<i>Marvin Fuller</i>		11/25/14	
P.W. DIRECTOR/CITY ENGINEER		DATE	
REVISIONS			
DATE	BY	MARK	APPROVED

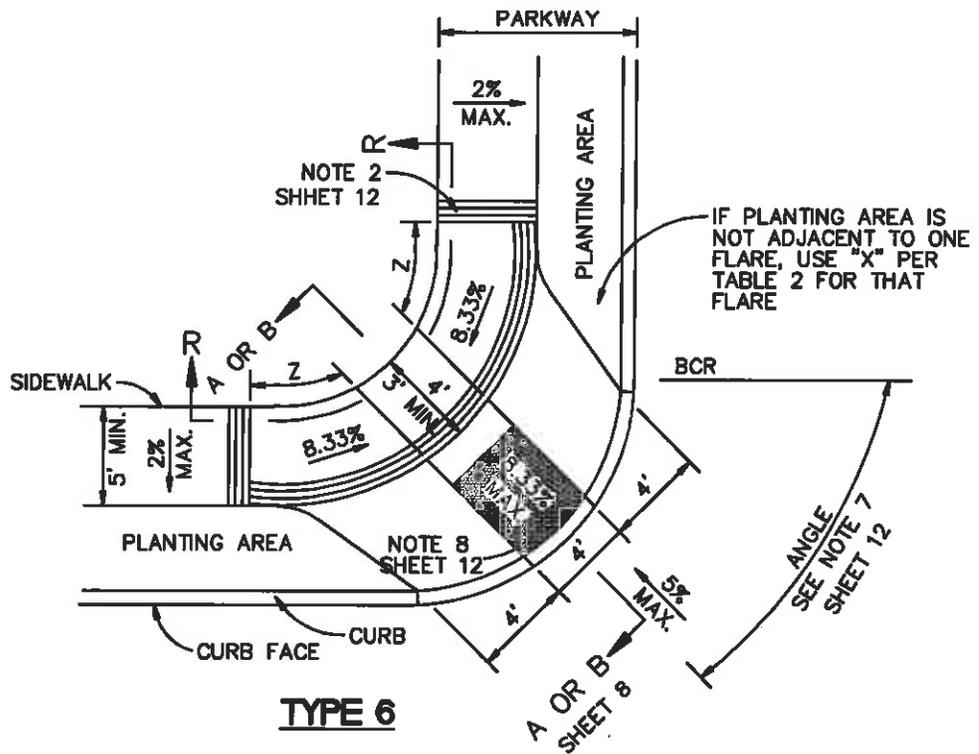
CURB RAMP

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-215 SHT 2 OF 12



TYPE 5



TYPE 6
CASE A

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

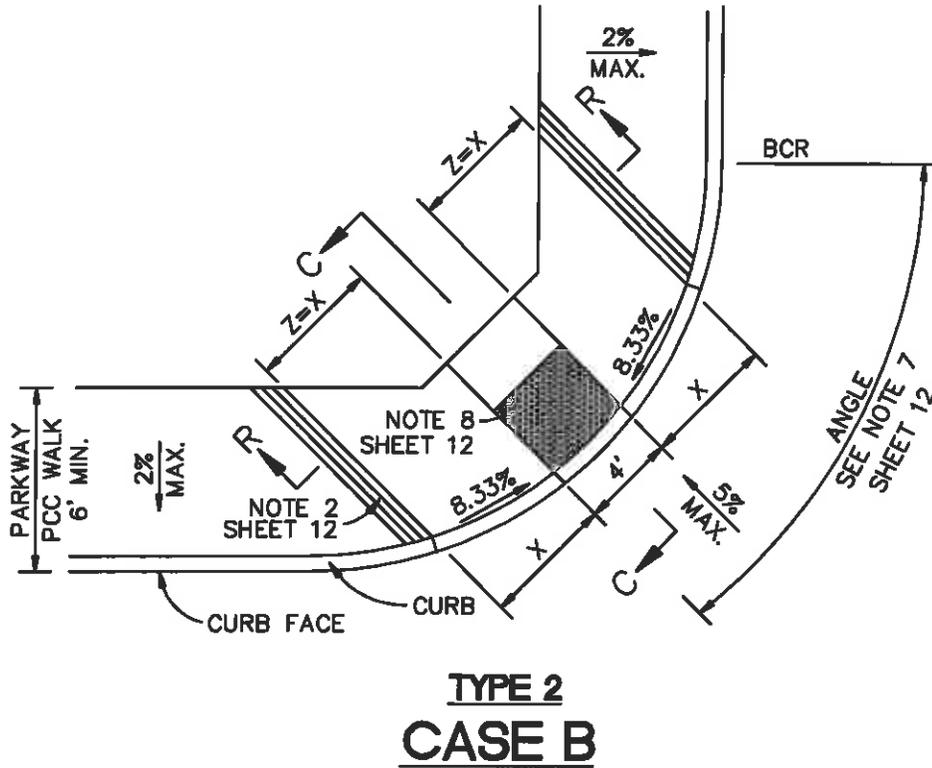
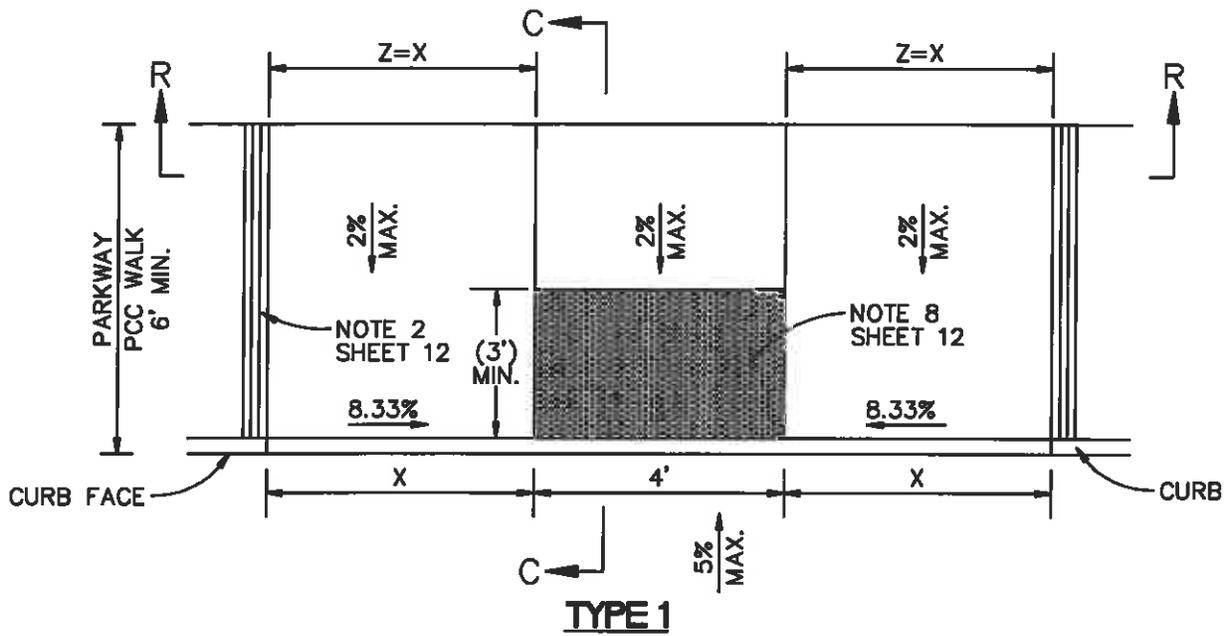
APPROVED BY:
Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

CURB RAMP

REVISIONS			
DATE	BY	MARK	APPROVED

CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

STANDARD NO. SC-215 | **SHT 3 OF 12**



ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

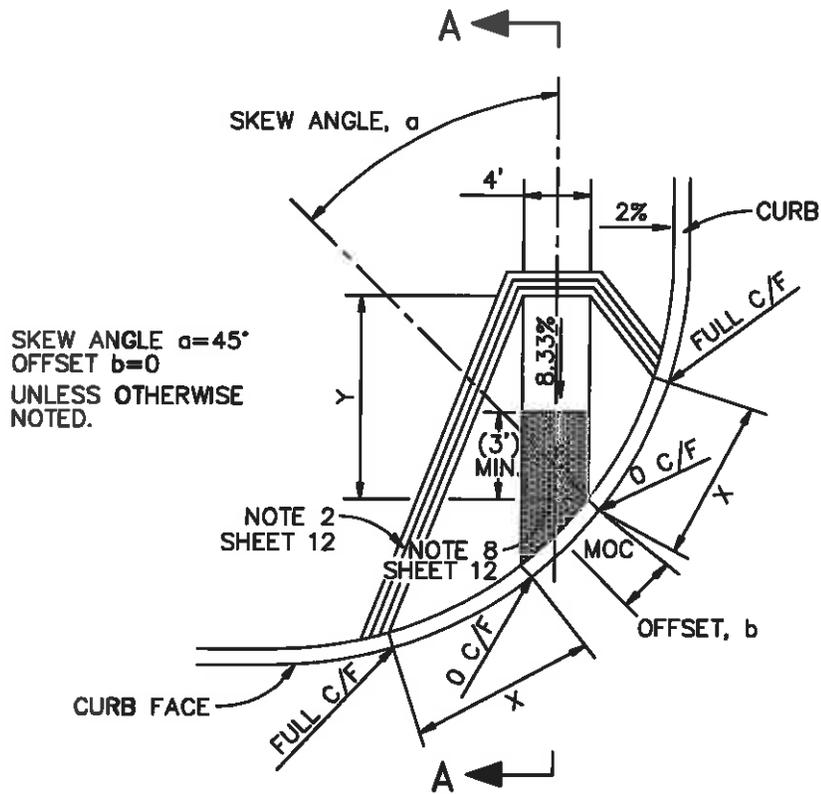
CURB RAMP

REVISIONS

DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-215 | SHT 4 OF 12



SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE NOTED.

CASE C

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marcus Fuller

11/25/14

P.W. DIRECTOR/CITY ENGINEER

DATE

CURB RAMP

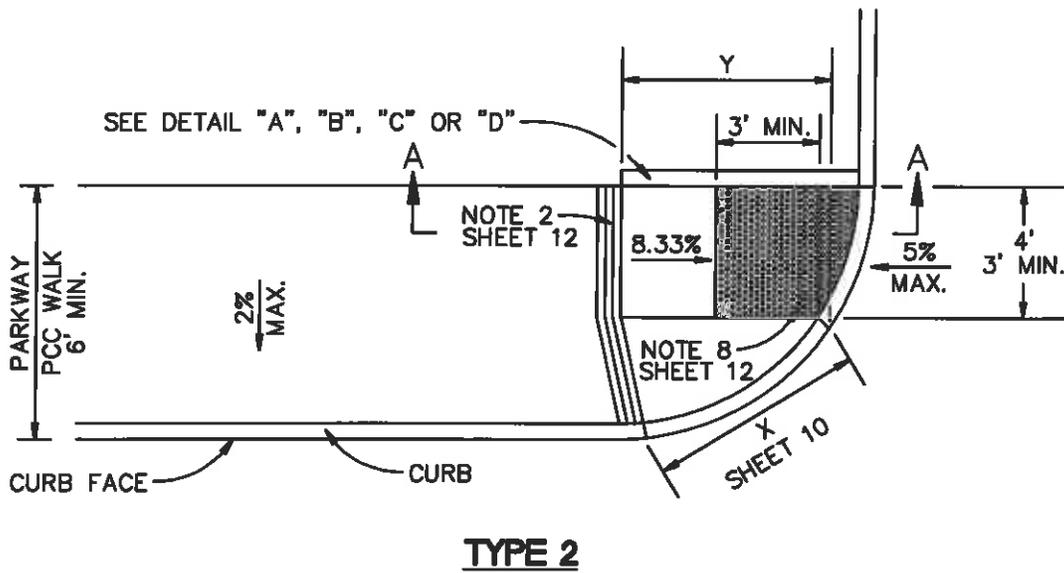
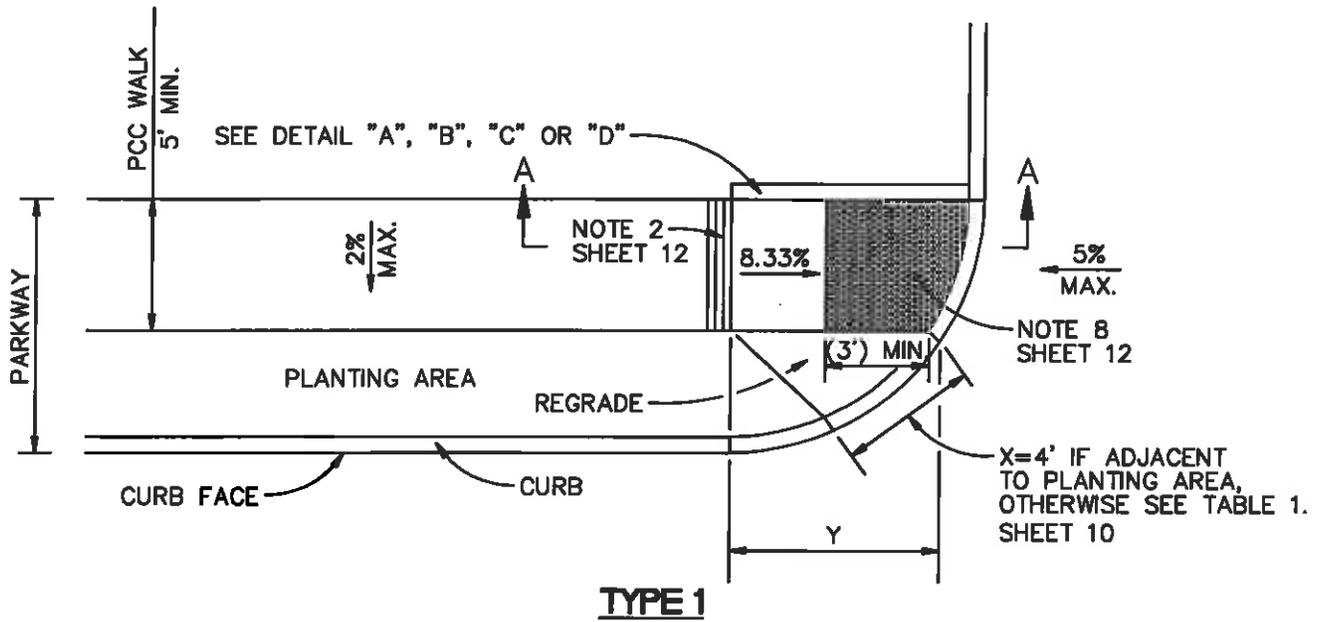
REVISIONS

DATE	BY	MARK	APPROVED

CITY OF RIALTO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

STANDARD NO. SC-215

SHT 5 OF 12



CASE D

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

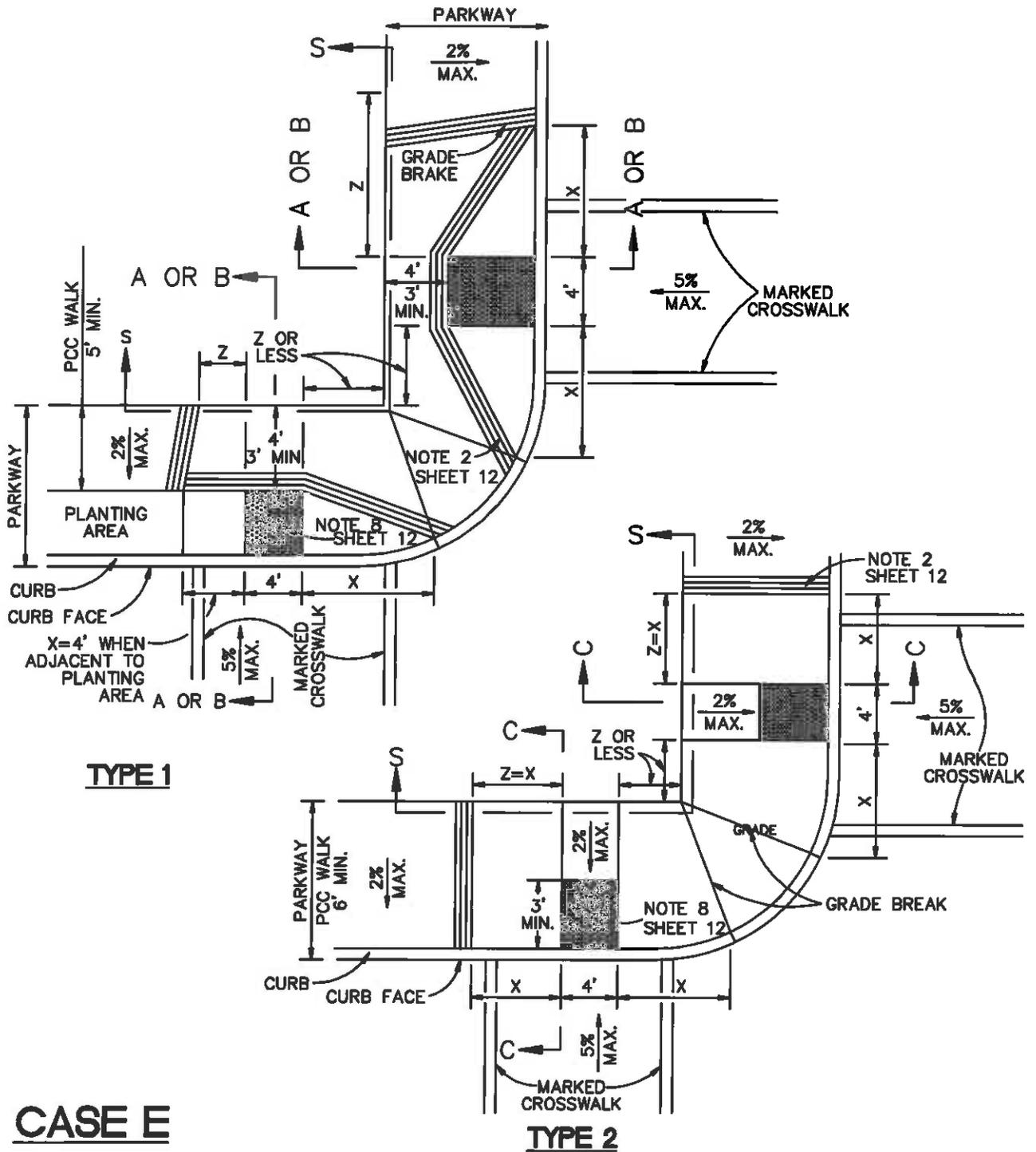
APPROVED BY:
Max Fuller 11/25/14
 P.W. DIRECTOR/CITY ENGINEER DATE

CURB RAMP

REVISIONS			
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION**

STANDARD NO. SC-215 SHT 6 OF 12



CASE E

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marius Fuller
P.W. DIRECTOR/CITY ENGINEER

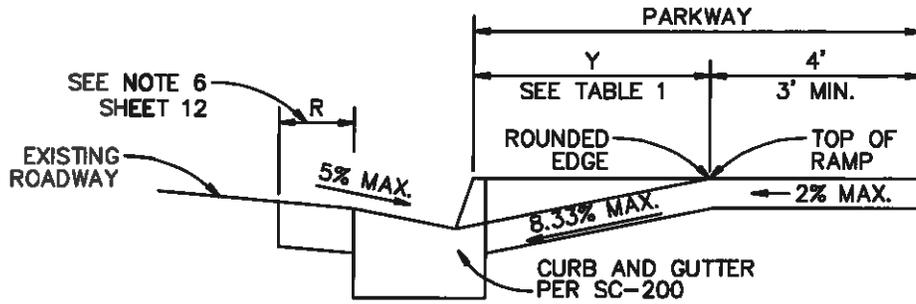
11/25/14
DATE

CURB RAMP

CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

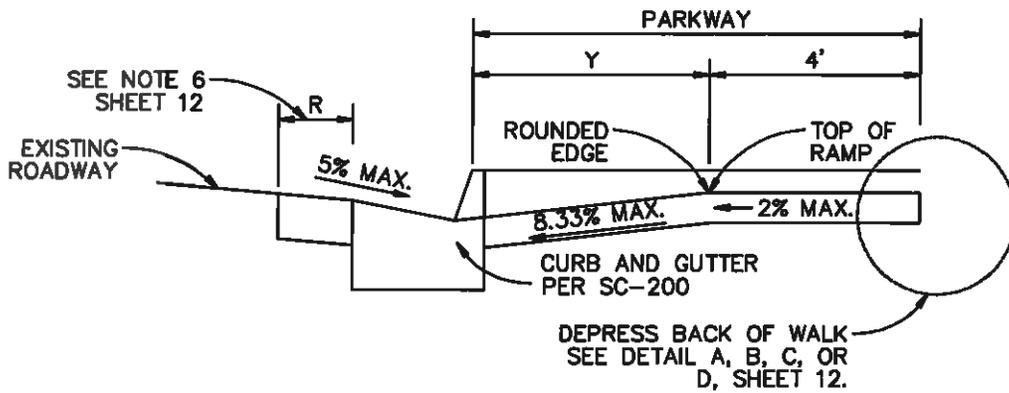
REVISIONS			
DATE	BY	MARK	APPROVED

STANDARD NO. SC-215 | SHT 7 OF 12

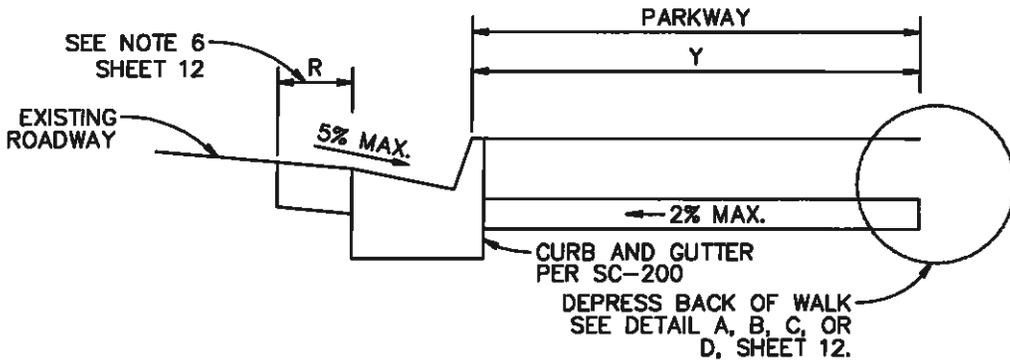


SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B, OR C-C IS APPROPRIATE.
SHEET 10



SECTION B-B



SECTION C-C

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marius Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

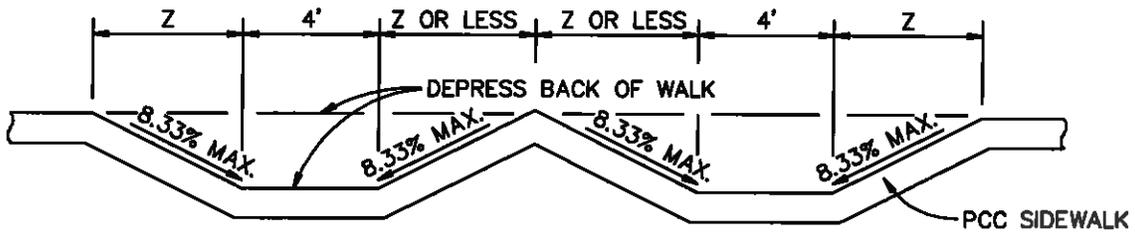
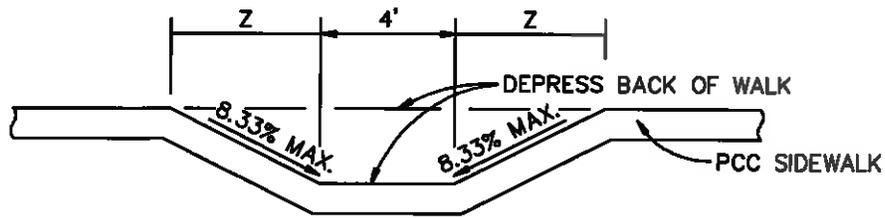
CURB RAMP

REVISIONS

DATE	BY	MARK	APPROVED

CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

STANDARD NO. SC-215 SHT 8 OF 12



ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marius Fuller

11/25/14

P.W. DIRECTOR/CITY ENGINEER

DATE

CURB RAMP

REVISIONS

DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-215

SHT 9 OF 12

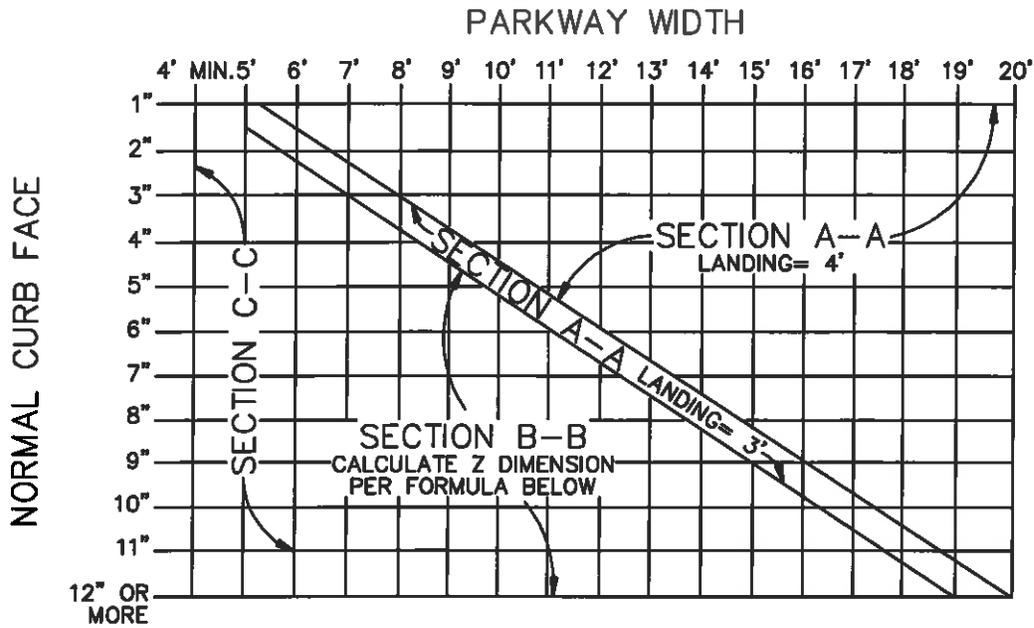


FIGURE 1-SECTION USAGE

NORMAL CURB FACE	X	SECTION Y-Y Y
2"	4.00'	2.63'
3"	4.00'	3.95'
4"	4.00'	5.26'
5"	5.00'	6.58'
6"	6.00'	7.90'
7"	7.00'	9.21'
8"	8.00'	10.53'
9"	9.00'	11.84'
10"	10.00'	13.16'
11"	11.00'	14.47'
12"	12.00'	15.79'

WHERE FIGURE 1 SHOWS USE OF SECTION B-B,
FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' TYP., 3' MIN.

$$Z = [(Y + L) - W] \times 0.760$$

IF $(Y + L) < W$, THEN $Z = 0$

TABLE 1 SHOWS X FOR A FLARE SLOPE OF 8.33% AT THE CURB FACE. IF L IS 4' OR MORE, X MAY BE MULTIPLIED BY 0.833 FOR A MAXIMUM FLARE SLOPE OF 10% AT THE CURB FACE.

SEE SHEET 11 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$$X = CF / 8.333\%$$

$$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$$

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marina Fuller 11/25/14
P.W. DIRECTOR/CITY ENGINEER DATE

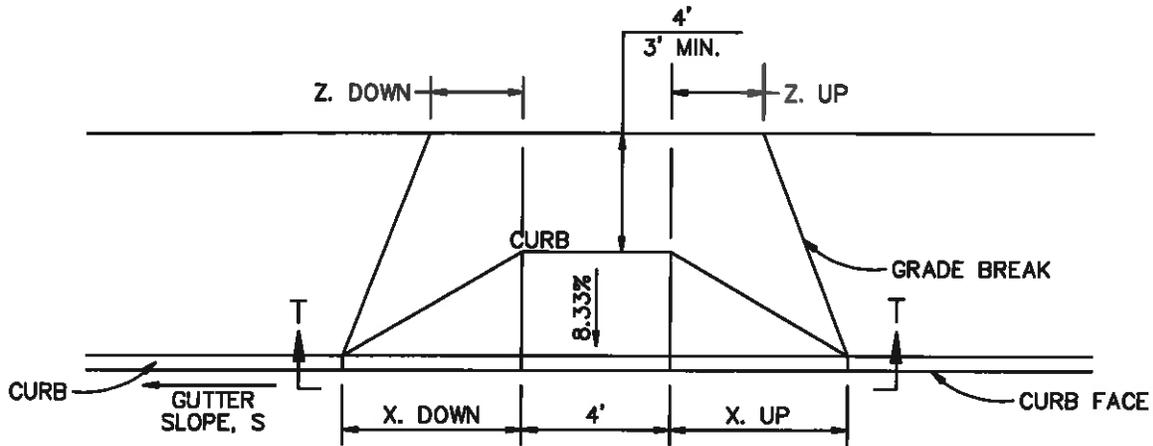
CURB RAMP

REVISIONS

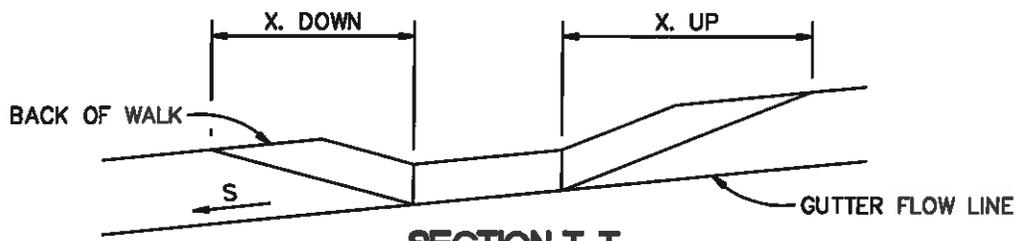
DATE	BY	MARK	APPROVED

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

STANDARD NO. SC-215 SHT 10 OF 12



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, X. DOWN = X x K. DOWN

S	K. DOWN	K. UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

K. DOWN = $8.333\% / (8.333\% + S)$
 K. UP = $8.333\% / (8.333\% - S)$

STREET SLOPE ADJUSTMENTS

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:

Marius Fuller 11/25/14
 P.W. DIRECTOR/CITY ENGINEER DATE

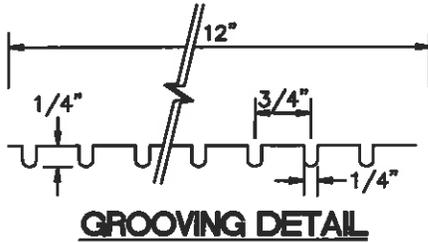
CURB RAMP

REVISIONS

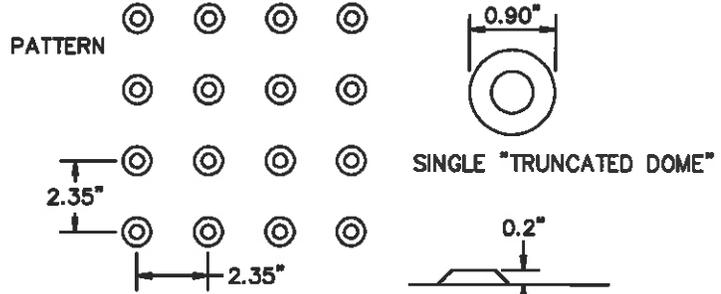
DATE	BY	MARK	APPROVED

CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

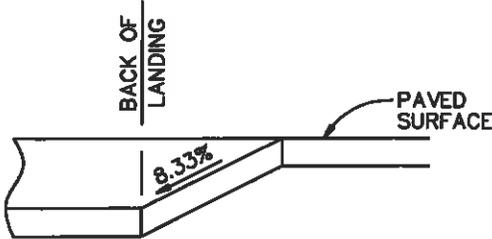
STANDARD NO. SC-215 SHT 11 OF 12



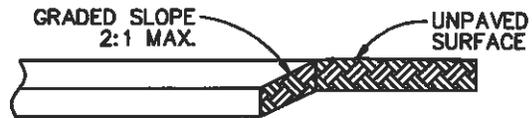
GROOVING DETAIL



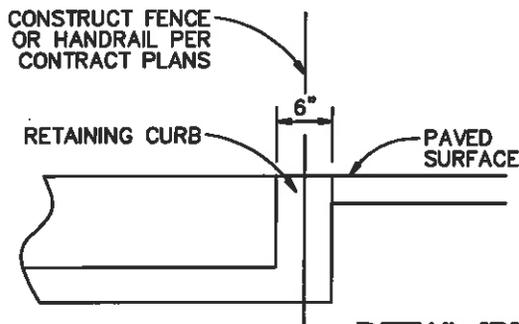
DETECTABLE WARNING DETAIL



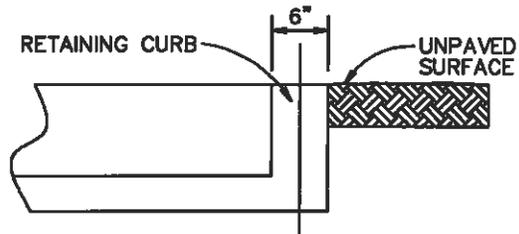
DETAIL 'A'



DETAIL 'C'



DETAIL 'B'



DETAIL 'D'

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" THICK.
2. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH 1/4" GROOVES APPROXIMATELY 3/4" OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R=3' UNLESS OTHERWISE SHOWN ON PLAN.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

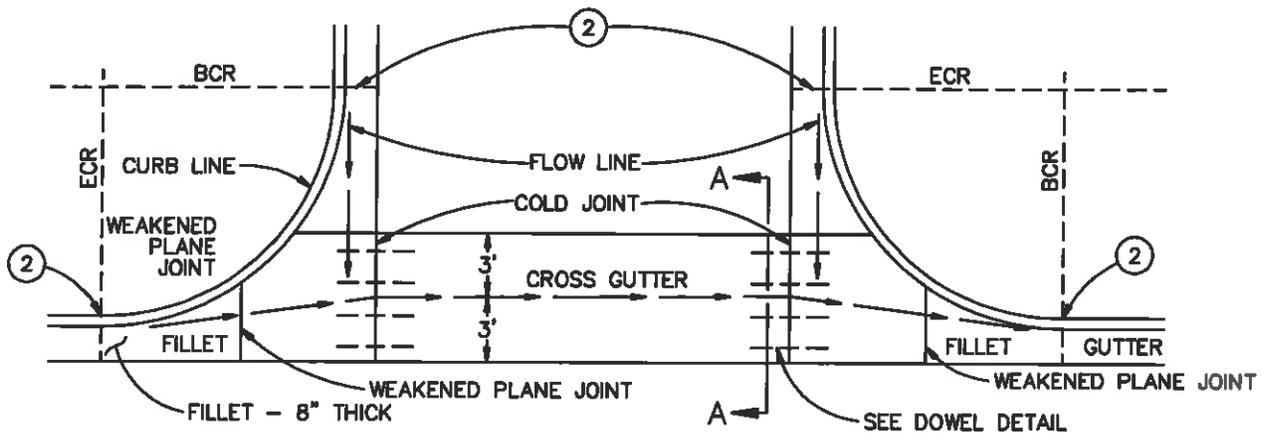
NOT TO SCALE

APPROVED BY:			
<i>Marius Fuller</i>		11/25/14	
P.W. DIRECTOR/CITY ENGINEER		DATE	
REVISIONS			
DATE	BY	MARK	APPROVED

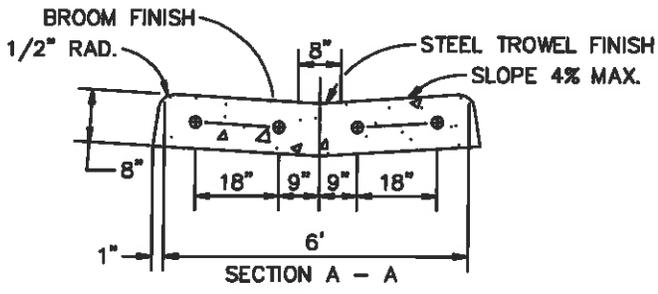
CURB RAMP

**CITY OF RIALTO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

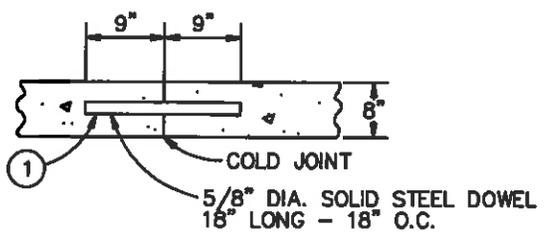
STANDARD NO. SC-215 | SHT 12 OF 12



PLAN VIEW



CROSS GUTTER



DOWEL DETAIL

NOTES:

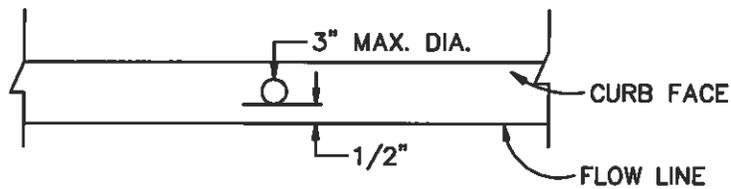
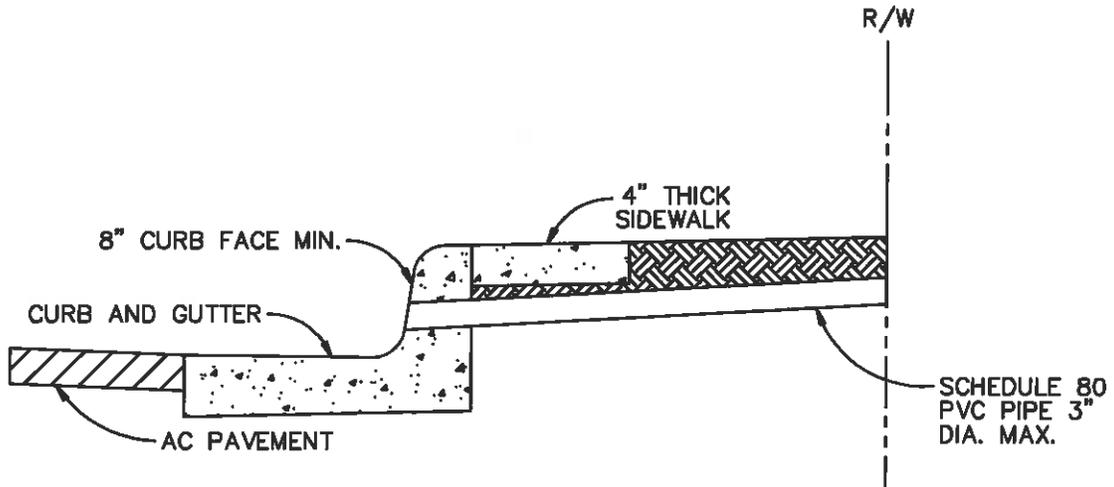
- ① COAT 1/2 THE LENGTH OF DOWELS WITH GREASE TO PROVIDE SLIPPAGE.
- ② 1/2" EXPANSION JOINT AT BEGINNING AND END OF CURB RETURN, PER STANDARD NO. SC-209.

NOTES:

- 1. ALL CONCRETE SHALL BE CLASS 520-C-2500.

NOT TO SCALE

	<p>APPROVED BY: P.W. DIRECTOR/CITY ENGINEER 11/25/14 DATE</p>	<p>CROSS GUTTER AND FILLET</p>																
	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 15%;">BY</th> <th style="width: 15%;">MARK</th> <th style="width: 55%;">APPROVED</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DATE	BY	MARK	APPROVED													<p>CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</p>
DATE	BY	MARK	APPROVED															
		<p>STANDARD NO. SC-216 SHT 1 OF 1</p>																



GENERAL NOTES:

1. CURB SHALL BE CORED DRILLED BY A LICENSED CONTRACTOR.
2. PIPE SHALL BE MINIMUM OF SCHEDULE 80 PVC PIPE (3" DIA. MAX.).
3. SLOPE OF PIPE SHALL BE SLOPED 2% MINIMUM.
4. AREA BETWEEN PIPE AND CURB CORE SHALL BE FILLED IN WITH CONCRETE.
5. CURB CORES ARE NOT ALLOWED IN CURB LESS THAN 8" HIGH.

NOT TO SCALE

	<p>APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER 11/25/14 DATE</p>	<p>CURB CORE DRAINAGE</p>												
	<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 15%;">BY</th> <th style="width: 15%;">MARK</th> <th style="width: 55%;">APPROVED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	MARK	APPROVED									<p>CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION</p>
DATE	BY	MARK	APPROVED											
		<p>STANDARD NO. SC-221 SHT 1 OF 1</p>												

General Decision Number: CA180037 05/18/2018 CA37

Superseded General Decision Number: CA20170037

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	02/09/2018
4	05/04/2018
5	05/18/2018

ASBE0005-002 07/03/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.96	17.81

ASBE0005-004 07/03/2017

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 19.26	11.27

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

* BRCA0004-011 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.39	13.65

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

CARP0409-001 07/01/2016

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	15.50

(2) Millwright.....	\$ 40.90	15.50
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	15.50
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	15.50
(5) Sawfiler.....	\$ 39.83	15.50
(6) Scaffold Builder.....	\$ 31.60	15.50
(7) Table Power Saw Operator.....	\$ 40.93	15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0440-004 01/01/2018

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 32.49	3%+13.52
Technician.....	\$ 30.18	4%+11.45

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

 ELEC0477-002 05/29/2017

	Rates	Fringes
Electricians:.....	\$ 37.29	3%+23.29

CABLE SPLICER: \$1.50 per hour above Electrician rate.
 TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
 Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

 ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	16.62
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.85	32.645

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2017

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 44.00	24.25
GROUP 2.....	\$ 44.78	24.25
GROUP 3.....	\$ 45.07	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 47.66	24.25
GROUP 6.....	\$ 46.78	24.25
GROUP 8.....	\$ 46.89	24.25
GROUP 9.....	\$ 47.99	24.25
GROUP 10.....	\$ 48.01	24.25
GROUP 11.....	\$ 48.11	24.25
GROUP 12.....	\$ 47.18	24.25
GROUP 13.....	\$ 47.28	24.25
GROUP 14.....	\$ 47.31	24.25
GROUP 15.....	\$ 47.39	24.25
GROUP 16.....	\$ 47.51	24.25
GROUP 17.....	\$ 47.68	24.25
GROUP 18.....	\$ 47.78	24.25
GROUP 19.....	\$ 47.89	24.25
GROUP 20.....	\$ 48.01	24.25
GROUP 21.....	\$ 48.18	24.25
GROUP 22.....	\$ 48.28	24.25
GROUP 23.....	\$ 48.39	24.25
GROUP 24.....	\$ 48.51	24.25
GROUP 25.....	\$ 48.68	24.25

OPERATOR: Power Equipment
(Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 45.35	24.25
GROUP 2.....	\$ 46.13	24.25
GROUP 3.....	\$ 46.42	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 46.78	24.25
GROUP 6.....	\$ 46.89	24.25
GROUP 7.....	\$ 47.01	24.25
GROUP 8.....	\$ 47.18	24.25
GROUP 9.....	\$ 47.35	24.25
GROUP 10.....	\$ 48.35	24.25
GROUP 11.....	\$ 49.35	24.25
GROUP 12.....	\$ 50.35	24.25

GROUP 13.....	\$ 51.35	24.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired

earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over

50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to

and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator

(Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing and Structural.....	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding,

fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/02/2017

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 41.08	17.39
GROUP 2.....	\$ 40.13	17.39
GROUP 3.....	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/03/2017

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 39.04	18.24
GROUP 2.....	\$ 39.36	18.24
GROUP 3.....	\$ 39.82	18.24
GROUP 4.....	\$ 40.51	18.24
LABORER		
GROUP 1.....	\$ 33.19	18.24
GROUP 2.....	\$ 33.74	18.24
GROUP 3.....	\$ 34.29	18.24
GROUP 4.....	\$ 35.84	18.24
GROUP 5.....	\$ 36.19	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader,

piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person;

Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-005 07/01/2017

	Rates	Fringes
Brick Tender.....	\$ 31.36	17.82

LABO1184-001 07/01/2017

	Rates	Fringes
--	-------	---------

Laborers: (HORIZONTAL
DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 35.50	18.29
PLASTER TENDER.....	\$ 38.05	18.29

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air

Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 01/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.14
(2) All Other Work.....	\$ 31.12	14.14

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 38.58	18.57

PAIN0036-015 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 40.95	24.40

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2018

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.35	14.56

PLAS0200-008 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.30	23.33

 PLUM0016-002 07/01/2017

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 49.28	21.61
Work at Edwards AFB.....	\$ 56.28	21.61
Work at Fort Irwin Army		
Base, Marine Corps		
Logistic Base at Nebo,		
Marine Corps Logistic Base		
at Yermo and Twenty-Nine		
Palms Marine Base.....	\$ 56.28	21.61
Work ONLY on new additions		
and remodeling of bars,		
restaurants, stores and		
commercial buildings, not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 47.76	20.63
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 36.91	18.96

 PLUM0345-001 07/01/2017

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 32.30	21.00
Sewer & Storm Drain Work....	\$ 33.24	17.13

 ROOF0036-002 08/01/2017

	Rates	Fringes
ROOFER.....	\$ 37.07	16.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-009 04/01/2017

Does not include the northern part of the City of Chino, or the
Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.07	15.84

SFCA0709-004 07/01/2015

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF
MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04

SHEE0105-003 01/01/2018

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 42.78	27.96
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 42.78	27.96

TEAM0011-002 07/01/2017

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.59	27.74
GROUP 2.....	\$ 29.74	27.74
GROUP 3.....	\$ 29.87	27.74
GROUP 4.....	\$ 30.06	27.74
GROUP 5.....	\$ 30.09	27.74
GROUP 6.....	\$ 30.12	27.74
GROUP 7.....	\$ 30.37	27.74
GROUP 8.....	\$ 30.62	27.74
GROUP 9.....	\$ 30.82	27.74
GROUP 10.....	\$ 31.12	27.74
GROUP 11.....	\$ 31.62	27.74

GROUP 12.....\$ 32.05

27.74

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

EXHIBIT B-5

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

List of Contractors Submittals Requiring SCRRA

Review

EXHIBIT B-5

List of Contractor's Submittals Requiring SCRRA Review

The CITY's Contractor(s) shall submit the following items listed below to SCRRA for review and approval prior to any work being commenced or materials being ordered:

- 1) Temporary Right-of-Entry Agreement - SCRRA Form 6 (**Exhibit E-1**)
- 2) Construction Schedule
- 3) Weekly Look-Ahead Schedule
- 4) Site Specific Work Plan (SSWP)
- 5) Temporary Traffic Control Plans
- 6) Any additional applicable submittals per exhibit C in SCRRA Form 37 (**Exhibit E-2**)
- 7) Shop Drawings for:
 - a. Handrail
 - b. Emergency swing gates
 - c. Signage for emergency swing gates
 - d. Detectable warning pavers

EXHIBIT D-1

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

CITY Scope of Work

“CITY WORK”

EXHIBIT D-1

CITY Scope of Work

CITY Scope of Work:

- 1) Construct curb and gutter, driveways, and sidewalk
- 2) Construct handrail
- 3) Construct emergency swing gates with required signage

Note: Pedestrian gate arm cannot be installed until emergency exit sign is installed on emergency swing gate

- 4) Install warning pavers
- 5) Install/relocate all signage except railroad Emergency Notification Signs
- 6) Install pedestrian barricades with appropriate signage
- 7) Install/refresh striping and raised pavement markers; traffic and pedestrian
- 8) Construct ROW fencing and maintenance access gates
- 9) Remove and reconstruct grouted rip rap
- 10) Rough grade maintenance access road
- 11) Construct riprap around existing storm drain system
- 12) Install asphalt concrete pavement around concrete crossing panels, including ramp ends
- 13) Relocate any non-SCRRRA utilities

EXHIBIT D-2

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

SCRRA Scope of Work and Estimate

“RAILROAD WORK”

EXHIBIT D-2

SCRRA Scope of Work and Estimate

SCRRA Scope of Work:

- 1) Install Signal equipment
- 2) Adjust/relocate existing Railroad Signal related pullboxes
- 3) Remove backlight on median-mounted CPUC Standard No. 9.
- 4) Install pedestrian gate and foundation, adjust existing vehicle gate if necessary
- 5) Install railroad Emergency Notification Sign on north pedestrian gate
- 6) Install two (2) sets of additional ADA compliant crossing panels on east side of crossing
- 7) Replace two (2) set of existing concrete crossing panels with ADA compliant concrete crossing panels
- 8) Replace 6 existing damaged field-side concrete crossing panels on the existing crossing
- 9) Install ballast for maintenance driveway
- 10) Make necessary changes to SCRRA's PTC System, including testing and implementation of revised subdivision files

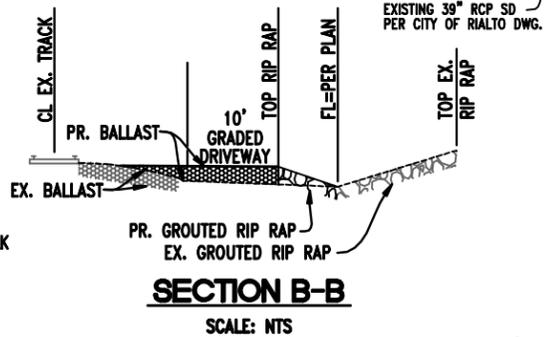
CONSTRUCTION NOTES

- 1 CONSTRUCT SIDEWALK PER CITY OF RIALTO STD. NO. SC-200 (MAINTAIN 4' CLEAR AROUND OBSTRUCTIONS)
- 2 CONSTRUCT ASPHALT PAVEMENT, REPLACEMENT PER SPPWC STD PLAN 133-3, CASE 1.
- 3 CONSTRUCT 8" AC PAVEMENT TO ACCOMMODATE INSTALLATION OF NEW GRADE CROSSING PANELS
- 4 CONSTRUCT DRIVE APPROACH PER CITY OF RIALTO STD NO. SC-211
- 5 INSTALL PRECAST CONCRETE PANELS PER SCRRRA STD PLAN ES4201 (BY SCRRRA)
- 6 CONSTRUCT 4" PCC SIDEWALK OVER 4" AB WITHIN SCRRRA R/W
- 7 SAWCUT AND REMOVE EXISTING AC PAVEMENT
- 8 RELOCATE EXISTING IRRIGATION BOX AND VALVE BEHIND SIDEWALK
- 9 PROTECT IN PLACE - CONCRETE CROSSING PANELS
- 10 PROTECT IN PLACE - CURB AND GUTTER
- 11 PROTECT IN PLACE - TYPE PER PLAN
- 12 REMOVE AND REPLACE EXISTING 8" CURB AND GUTTER PER CITY OF RIALTO STD. NO. SC-200
- 13 PROTECT IN PLACE RAILROAD ACTIVE WARNING DEVICE
- 14 INSTALL PEDESTRIAN ACTIVE WARNING DEVICE WITH ARM LENGTH OF 5' (BY SCRRRA)
- 15 INSTALL SELF CLOSING SWING GATE ASSEMBLY PER SCRRRA STD PLAN ES4002
- 16 INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSION PER PLAN
- 17 CONSTRUCT HAND RAILING PER SCRRRA STD PLAN ES4005, TYPE B, UNLESS OTHERWISE NOTED
- 18 CONSTRUCT 4' HIGH, 1" MESH FABRIC CHAIN LINK FENCE PER SCRRRA STD PLAN ES5106
- 19 RELOCATE/ADJUST TO GRADE
- 20 RELOCATE/ADJUST RAILROAD SIGNAL PULL BOX TO GRADE (BY OTHERS)
- 21 INSTALL 4" SOLID WHITE LINE PER CALTRANS STD A20B, DETAIL 27B, WITH RAISED PAVEMENT MARKER, TYPE G SUPPLEMENT
- 22 INSTALL 12" WIDE LINE PER CALTRANS STD A24E
- 23 RELOCATE EXISTING SIGN, TO PROVIDE 4' CLEAR TRAVEL WAY, TYPE PER PLAN
- 24 PROTECT IN PLACE EXISTING SIGN, TYPE PER PLAN
- 25 REMOVE EXISTING CONCRETE SIDEWALK
- 26 REMOVE EXISTING AC DIKE
- 27 REMOVE/REPAIR/RELOCATE EXISTING LANDSCAPE IRRIGATION MAIN BEHIND SIDEWALK
- 28 REMOVE AND REPLACE EXISTING LANDSCAPE IN KIND
- 29 REMOVE EXISTING DOWN GUY - NOT USED
- 30 INSTALL CA MUTCD SIGN, AS NOTED
- 31 INSTALL 12'-0" CHAIN LINK GATE PER SCRRRA STD PLAN ES5106. GATE SHALL BE 4' HIGH
- 32 REFRESH EXISTING PAINTED MEDIAN STRIPING PER CALTRANS DETAIL 29
- 33 REPLACE EXISTING CONCRETE CROSSING PANELS (BY SCRRRA)
- 34 CONSTRUCT 12' DRIVEWAY PER DETAILS ON SHEET 2
- 35 REMOVE EXISTING METAL GATE AND POSTS
- 36 REMOVE AND REPLACE GROUDED RIP RAP PER PLAN
- 37 ROUGH GRADE ACCESS DRIVEWAY
- 38 INSTALL PAVED END RAMP PER SCRRRA STDS.
- 39 INSTALL BALLAST (BY SCRRRA)
- 40 INSTALL 8" SCHEDULE 80 PVC DRAIN PIPE

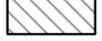
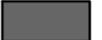
NOTE:
NO WORK ON RAILROAD OR WITHIN 20 FEET OF NEAREST RAIL WITHOUT SCRRRA APPROVAL

LEGEND:

-  Existing concrete panel to be replaced with ADA compliant concrete panel
-  Additional ADA compliant concrete panel to be added
-  Existing damaged concrete panel (field side only) to be replaced
-  Install ballast driveway for maintenance access between Rialto siding and proposed riprap



LEGEND

-  REMOVE CONCRETE
-  CONCRETE
-  SAWCUT/REMOVE AC PAVEMENT
-  REMOVE/REPLACE EX. LANDSCAPING
-  PAVED RAMP
-  REMOVE GROUDED RIP RAP
-  PROPOSED GROUDED RIP RAP

INSTALL AT INTERSECTION OF CEDAR AVE AND MERRILL AVE NORTHWEST CURB RETURN

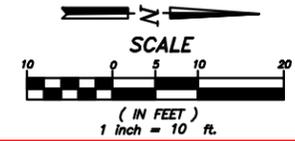
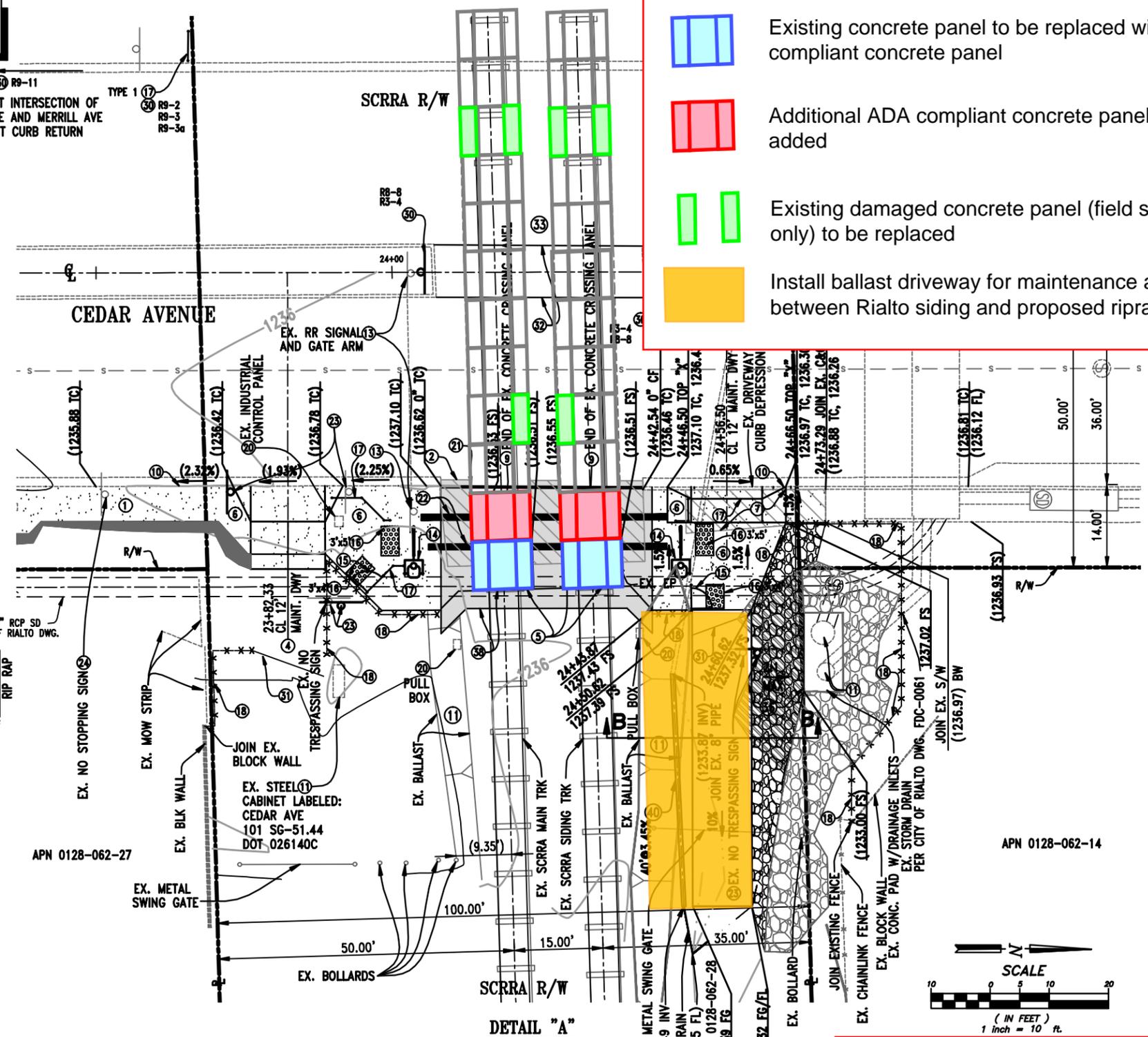


EXHIBIT D-2
Track Work

UNDERGROUND SERVICE ALERT
CALL/TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISIONS	APPR. DATE

DESIGNED BY: mh DRAWN BY: mh CHECKED BY: CWL

SEAL-DESIGN ENGINEER


PREPARED BY:
CARLETON W. LOCKWOOD JR., RCE 48935
DATE: _____
APPROVED BY:
ROBERT G. EISENBERG, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 54831
DATE: _____

LOCKWOOD ENGINEERING COMPANY
380 WEST FOOTHILL BOULEVARD, SUITE F
RIALTO, CALIFORNIA 92376
(909) 875-5015
SCALE: AS NOTED
BENCH MARK: B.M. No. 022-98 ELEVATION=1210.483
DESCRIPTION: BRASS DISC, NORTHEAST CORNER PCC SIDEWALK DRAIN, 12 FEET NORTH OF CURB, 43 FEET NORTH OF CENTERLINE MERRILL AVE, 487 FEET EAST OF CENTERLINE CEDAR AVE.
DATE: 5/23/2018

CITY OF RIALTO
PEDESTRIAN CROSSING IMPROVEMENT PLAN
SCRRRA AND CEDAR AVENUE
FOR: CITY OF RIALTO
CITY PROJECT NO. 130808 PLAN NO. _____
4
OF 13 SHEETS

SCRRA Estimate:

PROJECT COST ESTIMATE



METROLINK.

Project Name: Cedar Ave Crossing Safety Improvement

Design Level: Final Design (100%)

Last Updated: 6/6/2018

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	NOTES
	Emergency Notification Signage			\$500	
	Railroad Signal Modifications			\$205,000	
	Crossing Panel Addition and Replacement and Track Surfacing			\$210,000	
SUB-TOTAL: CONSTRUCTION COSTS				\$415,500	
			%		
	CONSTRUCTION CONTINGENCY	DPM	10%	\$41,550	
	S&C DESIGN SUPPORT DURING CONST.	DPM	2%	\$8,310	
	CONSTRUCTION MANAGEMENT	DPM	4%	\$16,620	
	FLAGGING	DPM	6%	\$24,930	
	AGENCY COSTS	DPM	10%	\$41,550	
	MAINTENANCE OF WAY				
	TRACK/STRUCT. MAINTENANCE SUPPORT				
	S&C MAINTENANCE SUPPORT		5%	\$20,775	Includes PTC Coordination
SUB-TOTAL: PROJECT RELATED OVERHEAD COSTS				\$153,735	
	PROJECT RESERVE		5%	\$7,687	
TOTAL PROJECT COST:				\$576,922	

EXHIBIT E-1

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

SCRRA Form 6 - Right of Entry Agreement &

SCRRA Insurance Requirements

Exhibit E-1

Please refer to the current SCRRRA Form 6 – Right of Entry Agreement & SCRRRA Insurance Requirements posted on Metrolink’s website using the following links:

SCRRRA Form 6 - Right of Entry Agreement – June 2017

https://www.metrolinktrains.com/globalassets/about/engineering/scrra_form_no_6_06.06.17.pdf

EXHIBIT E-2

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for

SCRRA Form 37 – Rules and Requirements for
Construction on Railway Property

Exhibit E-2

Please refer to the current SCRRRA Form 37 – Rules and Requirements for Construction on Railway Property posted on Metrolink’s website using the following links:

SCRRRA Form 37 - Rules and Requirements for Construction on Railway Property – January 2017

https://www.metrolinktrains.com/globalassets/about/engineering/scrra_form_no_37_01.12.17.pdf

EXHIBIT E-3

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for

SCRRA General Safety Regulations for Third Party
Construction and Utility Workers on SCRRA Property

Exhibit E-3

Please refer to the current SCRRRA General Safety Regulations for Third Party Construction and Utility Workers on CRAA Property posted on Metrolink's website using the following links:

SCRRRA General Safety Regulations for Third Party Construction and Utility Workers on SCRRRA Property – 2009

https://www.metrolinktrains.com/globalassets/about/engineering/rules_regulations_third_party_contractors_2009.pdf

EXHIBIT E-4

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for the

SCRRA Grade Crossing Guidelines

Exhibit E-4

Please refer to the current SCRRRA Grade Crossing Guidelines posted on Metrolink's website using the following links:

SCRRRA Grade Crossing Guidelines – June 2009

https://www.metrolinktrains.com/globalassets/about/engineering/grade_cross_stand_guidelines_manual_10.03.16.pdf

EXHIBIT F-1

To Construction and Maintenance Agreement

for

CEDAR AVE

Cover Sheet for

Funding Schedule

Cedar Sidewalk Improvements

Project Costs

Sidewalk Construction	\$131,000
Design of Pedestrian Rail crossing by (SCRRA)	\$98,000
Construction of Pedestrian Rail Crossing by SCRRA	\$572,922
Total costs	\$801,922

Available Funding

Awarded SRTS	\$446,200
Measure I Fund (Local Match)	\$78,700
Expenditures	-\$68,878
Remaining Funds	\$456,022
Additional SRTS funds	\$102,853
TDA Article 3 Grant Funds	\$250,000
Total Net Balance	\$808,875