

CITY OF RIALTO, CALIFORNIA

PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND

SPECIAL PROVISIONS

FOR CONSTRUCTION OF THE:

**ETIWANDA CORRIDOR IMPROVEMENTS
PROJECT**

**CITY PROJECT NO. 160805
REQUEST FOR BID NO. 20-004**

IN THE CITY OF RIALTO

AUGUST 2019



Hector Gonzalez, P.E.
Principal Civil Engineer

Bids Open: September 12, 2019
Dated: August 2019

CITY PROJECT NO. 160805

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

Hector Gonzalez, P.E.
Principal Civil Engineer
Civil Engineer C 79797

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CITY OF RIALTO

PUBLIC WORKS DEPARTMENT

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

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CITY PROJECT NO. 160805**

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**CITY OF RIALTO
NOTICE INVITING BIDS**

**ETIWANDA CORRIDOR IMPROVEMENTS PROJECT
CITY PROJECT NO. 160805
REQUEST FOR BID NO. 20-004**

N-1 NOTICE IS HEREBY GIVEN that sealed bids for the Etiwanda Corridor Improvements Project, City Project No. 160805 will be received by the City Clerk of the City of Rialto, until **3:00 P.M. on September 12, 2019**, at which time they will be opened and read aloud. The Engineer's estimate range is \$950,000 to \$1,100,000.

N-2 DESCRIPTION OF THE WORK: The Work comprises the furnishing of all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder include traffic control; implementation and maintenance of Best Management Practices; construction survey and monumentation; construction of curb ramps, curb and gutter, cross gutters, sidewalk; installation of AC pavement; construction of traffic striping and pavement markings; and all appurtenant work, on various streets as identified in the construction documents.

The work shall be diligently prosecuted to completion before the expiration of: **45 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-12** Contractor's license at the time of submitting bids.

N-7 CALIFORNIA WAGE RATE REQUIREMENTS: Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California (including sections 1771 and 1773.2), the City has obtained from the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work, and they are on file in the office of the Public Works Director located at 335 W. Rialto Ave., Rialto, CA 92376. The Contractor to whom the Contract

is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website at www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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 APPRENTICESHIP PROGRAM: Attention is directed to §§ 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

N-10 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE: This project is a public work and is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). In bidding on this work, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

N-11 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: Pursuant to Labor Code sections 1725.5, 1771.1, and SB 854, Public Works Contractor Registration Program, all contractors and subcontractors who bid or work on Public Works projects must be registered with, and pay an annual fee to, the State Department of Industrial Relations (DIR), subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5), provided that contractors and subcontractors subject to such exceptions shall be registered with the DIR at the time the contract is awarded. No bid will be accepted, except as provided above, nor any contract entered into, without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractor, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

N-12 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.

(d) Bidders shall obtain any Bid Documents from the City of Rialto via the Planetbids.com website. **The Bid Forms in the Bid Documents shall be used to submit a bid.**

(e) 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.

N-12 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 _____
Hector Gonzalez, P.E.
Principal Civil 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 must be submitted electronically at least 5 working days prior to bid opening. 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. 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 August 1, 2015. Similarly, a public entity cannot award a public works contract to a non-registered contractor, effective April 1, 2015.

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.

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 Schedule

List of Subcontractors

Non-Collusion Declaration

Non-Discrimination Certification

Bid Bond (Bid Security Form)

Bidder's General Information

Disclosure's Required by Persons or Entities Contracting with the City of Rialto

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:

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT CITY PROJECT NO. 160805

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 _____
Number _____	Date _____
Number _____	Date _____
Number _____	Date _____
Number _____	Date _____
Number _____	Date _____
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:

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT CITY PROJECT NO. 160805

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	Mobilization.	1	LS	\$ _____	\$ _____
2.	Clearing, Grubbing, and Miscellaneous Removals; Landscape Restoration.	1	LS	\$ _____	\$ _____
3.	Temporary Traffic Control.	1	LS	\$ _____	\$ _____
4.	Water Pollution Control Best Management Practices	1	LS	\$ _____	\$ _____
5.	Construction Survey and Monumentation	1	LS	\$ _____	\$ _____
6.	Construct Curb Ramp As Shown Per City Std. Plan No. SC-215 Over 12" Min 95% Compacted Native.	60	EA	\$ _____	\$ _____
7.	Construct 8" Curb And Gutter Per City Std. Plan No. SC-200	550	LF	\$ _____	\$ _____
8.	Construct 8" Curb Per City Std. Plan No. SC-202	70	LF	\$ _____	\$ _____
9.	Construct Cross Gutter Per City Std. Plan No. SC-216	8,000	SF	\$ _____	\$ _____
10.	Full Depth AC Pavement Over 12" 95% Compacted Native Subgrade	6,750	SF	\$ _____	\$ _____
11.	Grind and Overlay Existing Pavement With 0.10' AC Min Per Detail "3" On Sheet 2 of the construction plans	1,550	SF	\$ _____	\$ _____
12.	Construct 4" Thick P.C.C Sidewalk Over 12" Min 95% Compacted Native Per City Std. Plan No. SC-203 And SC-204	4,950	SF	\$ _____	\$ _____
13.	Install Detectable Warning Surface Per City Std. Plan No. 215	12	EA	\$ _____	\$ _____
14.	Adjust Existing Utility To Grade	13	EA	\$ _____	\$ _____

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
15	Construct 8" Curb Integral With Spandrel	735	LF	\$ _____	\$ _____
16.	Construct Retaining Curb Per City Std. SC-215, Detail "D".	720	LF	\$ _____	\$ _____
17.	Install Solar Powered RRFB Sign Per Detail "A" on the construction plans	2	EA	\$ _____	\$ _____
18.	Apply Green Paint Per Detail "B" on the construction plans	7,600	SF	\$ _____	\$ _____
19.	Apply Dashed Green Paint Per Detail "C" on the construction plans	10,700	SF	\$ _____	\$ _____
20.	In-Roadway Warning Lights System	2	LS	\$ _____	\$ _____
21.	Signing And Striping	1	LS	\$ _____	\$ _____
22.	Traffic Signal - Etiwanda Ave At Cactus Ave	1	LS	\$ _____	\$ _____
23.	Traffic Signal - Etiwanda Ave At Riverside Ave	1	LS	\$ _____	\$ _____
TOTAL OF ALL ITEMS OF THE BID SCHEDULE: \$ _____ <div style="text-align: center;">(Price in figures)</div> _____ <div style="text-align: center;">(Price in words) </div>					

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, business address, California contractor license number, and public works contractor registration number (DIR number) of each subcontractor who will perform Work under this Bid in an amount in excess of one-half of one percent of the prime 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. Use additional pages if necessary.

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	Subcontractor's CSLB License No. and DIR No.	Percent of Total Contract	Subcontractor's Name and Address
1			
2			
3			
4			
5			
6			

**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:

**ETIWANDA CORRIDOR IMPROVEMENTS PROJECT
CITY PROJECT NO. 160805**

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: _____

DIR Registration 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: _____

**CITY OF RIALTO
DISCLOSURES REQUIRED BY PERSONS OR ENTITIES
CONTRACTING WITH THE CITY OF RIALTO**

Pursuant to Rialto Municipal Code section 2.48.145, all persons or business entities supplying any goods or services to the City of Rialto shall disclose whether such person or entity is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090.

By submitting this proposal, or supplying any goods or services to the City, the undersigned hereby attests under penalty of perjury, personally or on behalf of the entity submitting this proposal or supplying any goods or services to the City, as well the entity's officers, representatives and the undersigned, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed immediately below:

Vendor/Contractor/Consultant: _____

City of Rialto Official/ Employee Name(s)	The nature of the relationship with the person listed is:
_____	_____
_____	_____
_____	_____

By: _____

Name: _____

Title: _____

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:

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT CITY PROJECT NO. 160805

The Work includes the furnishing of all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder include traffic control; implementation and maintenance of Best Management Practices; installation of hot asphalt-rubber sealant material in designated pavement cracks, installation of asphalt concrete in designated pavement cracks, pavement repairs; construction of slurry seal; construction of traffic striping and pavement markings; and all appurtenant work, on various streets as identified in the construction documents.

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 _____
Sean Grayson
Acting Public Works Director

CONTRACTOR

By: _____
Firm/Company Name

By: _____
Signature (notarized)

Name: _____

Title: _____

(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

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.

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.

Notary Signature:

Notary Seal:

By: _____
Signature (notarized)

Name: _____

Title: _____

(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

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.

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.

Notary Signature:

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:

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT CITY PROJECT NO. 160805

(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:

By:

signature
(NOTARIZED)

Print Name and Title:

By:

signature
(NOTARIZED)

Print Name and Title:

SURETY:

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:

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT CITY PROJECT NO. 160805

(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 9550 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 9100 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 9554 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 9100 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, or any entity or person entitled to file stop payment notices, is required to engage the services of an attorney in connection with the enforcement of this bond, Contractor and Surety shall be liable for the 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:

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:

**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

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT CITY PROJECT NO. 160805

- 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

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CITY OF RIALTO
PUBLIC WORKS AND ENGINEERING DEPARTMENT
SPECIAL PROVISIONS

ETIWANDA CORRIDOR IMPROVEMENTS PROJECT
CITY PROJECT NO. 160805

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 and Plans 2018 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.

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.

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.

County – County of San Bernardino.

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 (AUGUST1)
Martin Luther King Day (Third Monday in January)
President's Day (February 18)
Caesar Chavez Day (April 1)
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 25)
Holiday Closure (December 24 through AUGUST1)

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, 7:00 AM to 4:00 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.

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".

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

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, "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 7-15, "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.

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 request 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 within 5 working days of receipt.

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, 2-5.3.3, 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.

2-5.3.4 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 BOARD AND 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. 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: 2-13 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.

2-13.1 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: 2-14 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

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.

Section 20104 *et seq.*, of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "Claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension in accordance with the Special Provisions, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

A. Claim Submittal

The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work,

and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

B. Supporting Documentation

The Contractor shall submit all claims in the following format:

- (1) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.
- (2) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.
- (3) Chronology of events and correspondence related to the claim.
- (4) Statement of grounds for the claim.
- (5) Analysis of the claim's cost, if any.
- (6) Analysis of the claim's time/schedule impact, if any.

C. City's Response

Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

- (1) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- (2) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.
- (3) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of

time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

D. Meet And Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

E. Mediation

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- (1) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- (2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (3) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
- (4) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

F. City's Responses

The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

G. Government Code Claims

If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

H. Civil Actions for Claims of \$375,000 or Less

The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

- (1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title

3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- (3) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.
- (4) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

- END OF SECTION -

SECTION 4 – CONTROL OF MATERIALS

4-1.3.3 Inspection of Items 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.

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.

5-4 RELOCATION. ADD the following:

When existing surface utilities are identified on the project plans to be adjusted to grade by others (primarily Gas and Electric), it shall be the responsibility of the contractor to coordinate with the individual utility owners for the adjustment of their surface utilities to the new pavement grade. The contractor shall be responsible for paying any and all fees that the utility owner may charge for processing or permitting related to utility adjustments. Surface utilities shall be adjusted to grade per the standards and requirements of the utility owner.

ADD: 5-7 Payment. Unless otherwise specified in the Contract Documents, payment for items of work related to Utilities, Utility coordination, adjustment of surface utilities by others and any fees or costs associated with utility coordination shall be included in the various items of work and no additional compensation shall be allowed therefore.

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) The Contractor shall submit a color coded map and street list indicating the street segments to be slurry sealed and the scheduled date of application. The schedule shall allow residents on the streets to be slurry sealed ample on-street parking within a reasonable distance from their homes. A distance of less than 600 feet will be considered a reasonable distance.
- d) 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.
- e) The approved proposals and approved Change Orders shall be included in the Schedule updates.
- f) 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.
- g) 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.
- h) 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.

- i) 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.
- j) 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.
- k) 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.
- l) If the Contractor modifies or changes the Schedule, for Change Order Work or otherwise, the Engineer shall be notified in writing with an explanation.
- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) 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.

- s) 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.
- t) 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.
- u) 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.
- v) 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.

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: 6-1.5 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.

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 TERMINATION OF THE CONTRACT FOR DEFAULT. 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 FOR CONVENIENCE. 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:

45 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: 6-8.4 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.

ADD: 6-8.5 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.

ADD: 6-8.5.1 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: 6-8.6 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: 6-8.7 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: 6-8.8 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 Prevailing Wages. 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 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 obtain and pay the applicable fees for 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 Business License can be obtained from the City of Rialto, Business License Office, 150 S. Palm Avenue, Rialto, CA 92376; Phone: (909) 820-2525. Information about the City Business License can also be obtained by visiting the City's website. A City Business License Tax (which is a separate fee from the Business License fee previously noted) will be assessed to the project. Payment for the City Business License Tax is not the responsibility of the contractor or his subcontractors. The tax will be determined after the project is awarded, and will be paid via a City inter-departmental transfer.

ADD: 7-5.2 Permits. The Contractor shall obtain the required permits for the project, including but not limited to those required by: the City of Rialto, City of San Bernardino, County of San Bernardino, and Railroad, as required to perform work within the respective owners' rights of way.

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 Temporary 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 Temporary Right of Entry Agreement. The terms of the Temporary 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 included in the various Bid items and 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.

The payment for applying for and obtaining the required permits shall be included in the various Bid items.

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.

7-8.4.2 Storage in Public Streets. DELETE the first two sentences and REPLACE with the following:

Equipment, material, or debris shall not be stored or remain in the public right-of-way without prior approval by the Engineer.

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:

http://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 "**Mobilization**," or will be paid for at the bid item price for "**Water Pollution Control**," (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.

7-10.4 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.

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.

7-10.4.1 Work Site Safety. 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: 7-10.4.6 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: 7-10.4.7 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: 7-10.4.8 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: 7-10.4.9 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: 7-10.4.10 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: 7-10.4.11 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: 7-10.4.12 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: 7-10.4.13 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: 7-10.4.14 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: 7-10.4.15 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: 7-10.6 Temporary Project Signs.

Reserved

ADD: 7-10.7 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: 7-10.8 Site Maintenance.

7-10.8.1 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.

7-10.8.2 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.

7-10.8.3 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.

7-10.8.4 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) 820-2602

7-10.8.5 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: 7-15 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: 7-16 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: 7-17 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.

7-17.1 Payment. The payment for the community liaison shall be included in the various Bid items.

ADD: 7-18 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: 7-19 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

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.

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

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective sections of the most current edition of Standard Specifications for Public Works Construction (Green Book), its supplements, and any other publications as specified. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

10-1 GENERAL

10-1.1 Work Location

The work is located on various streets as identified in the project location map in the appendix.

10-1.2 Order of the Work

The Contractor shall determine the detailed sequence of work necessary to diligently pursue completion of the work in accordance with the Special Provisions.

10-2 MOBILIZATION

10-2.1 Description

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.

10-2.2 Measurement and Payment

Payment for this bid item shall be paid per Lump Sum and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing

all work involved in Mobilization per project plans and specifications; no additional compensation will be allowed.

10-3 CLEARING, GRUBBING, AND MISCELLANEOUS REMOVALS; LANDSCAPE RESTORATION

10-3.1 General - This bid item shall comply with Section 300-1, "Clearing and Grubbing", Section 300-2, "Unclassified Excavation", and Section 300-4, "Unclassified Fill", respectively, of the Standard Specifications and these Special Provisions.

Clearing and grubbing shall include, but not be limited to the following items as shown on the Plans, as specified in these Special Provisions, or as directed by the Engineer.

The following items shall be classified as clearing and grubbing and unclassified excavation:

1. Removal and replacement or removal, capping and disposal, of removed landscape irrigation work where encountered and as directed by the Engineer.
2. Removal and disposal of interfering portions of trees, tree roots, shrubs, plants and turf or other local features that interfere with the prosecution of the work, as directed by the Engineer.
3. Removal in full or in part existing driveway approaches and/or driveways, cross gutters, spandrels, access/curb ramps, sidewalk, curb, and curb and gutter, per the Plans, including saw cutting, and as directed by the Engineer.
4. Removal in full or in part existing Asphalt Concrete (AC), base material, AC berms per project plans and specifications, including saw cutting, and as directed by the Engineer.
5. Removal and cleanup of project area trash during the course of the project including street sweeping if necessary.
6. Grade existing roadway in preparation of placing new sub-base and asphalt concrete pavement, where shown on the Plans or as directed by the Engineer.
7. Guard rail, CMP, storm drain concrete structures.
Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 5-7, "Safety", of the Standard Specifications.

All removed concrete, AC and other materials, not specifically requested to be salvaged, shall become the property of the Contractor and shall be legally disposed of outside of the right-of-way in accordance with Section 300-2.2, "Unsuitable Materials", and Section 300-2.6, "Surplus Material", of the Standard Specifications.

The Contractor shall deliver salvaged material to the CITY YARD, at 335 W. Rialto Avenue, Rialto, CA 92376. The Contractor shall contact the Engineer 48 hours prior to hauling. The Contractor shall provide equipment, as required, to safely load and unload the salvaged materials.

Where unclassified fill and grading is necessary in preparation for laying concrete, it shall be made with clean material which shall be solidly compacted to avoid future settlement.

The Contractor shall grade the roadway as required, provide all unclassified excavation and unclassified fill necessary for curbs, gutters, cross gutter and apron, sidewalk, driveways, driveway approaches, handicap ramps and street paving, as indicated on the Plans and described in these Special Provisions. Excess and/or unsuitable materials shall be removed from the site by the Contractor.

Outside the traveled way, in areas to receive concrete, soil shall be compacted to a relative density of not less than 90%.

Backfill under the traveled way shall be compacted to a relative compaction of a minimum of 95%. When asphalt pavement is to be placed directly on subgrade material, subgrade material shall be compacted to a relative compaction of 95%.

10.3-2 Payment - The contract bid price paid for "**Clearing, Grubbing, and Miscellaneous Removals; Landscape Restoration**" shall be considered as full compensation for providing all the tools and equipment and for doing all the work involved in clearing and grubbing, per the Plans, the Standard Specifications, these Special Provisions, and as directed by the Engineer, and shall be considered as included in the various items of work involved and no additional compensation will be allowed therefor.

The costs for compaction testing ordered by the Engineer shall be paid for in the following manner:

1. Tests which do not meet the required relative compaction shall be paid for by the Contractor, as a deduction from his contract. CONTRACTOR shall pay the price at the same rate that the CITY is charged by the Soils Testing Lab.
2. Tests which do meet the required relative compaction will be paid for by the CITY.

Payment for this bid item shall be paid per lump Sum and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work per project plans and specifications; no additional compensation will be allowed.

10-4 TEMPORARY TRAFFIC CONTROL

10-4.1 General – The Contractor's operations shall cause no unnecessary inconvenience to the public or businesses in the vicinity of the Work. The Contractor shall have no greater length or quantity of Work under construction than can be prosecuted with a minimum of inconvenience to the public and other contractors engaged in adjacent or related work.

The Contractor shall provide continuous and unobstructed access to the adjacent properties unless otherwise specified in the Special Provisions or approved by the Engineer.

10-4.2 Vehicular Access – 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 3 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.

Street segments where slurry seal is scheduled to be applied shall be closed from the time the Contractor begins to clean the street surface until the Engineer determines the slurry seal has achieved sufficient set to be opened to traffic.

The Contractor shall maintain full vehicular access to driveways and 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.

10-4.3 Pedestrian Access – The Contractor shall maintain a safe 4-foot wide pedestrian access along entire length of construction area. 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 "**Temporary Traffic Control**," in the Bid Schedule(s), and no additional compensation will be allowed therefore.

10-4.4 Notice to Property Owners, Occupants, and Businesses – The Contractor shall notify the property owners or occupants of affected properties with a **written notice 72 hours prior** to the start of each construction phase. Said notice shall be prepared and submitted to the Engineer for approval prior to its distribution. The Contractor shall furnish and distribute door hanger notices in sufficient quantities to advise the general public of construction operations and the scheduled parking prohibitions. The Contractor shall include the company name and telephone number on each door hanger notice. 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.

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.

10-4.5 Temporary No Parking Signs – The Contractor shall post Temporary No Parking signs at least 72 hours in advance of the work. The signs shall be placed no more than 50 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.

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. The “NO PARKING - TOW-AWAY ZONE” signs shall be mounted on suitable pedestals, such as tripods and barricades.

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 72 hours in advance and no more than 96 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.

10-4.6 Work Area Traffic Control – 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.

10-4.7 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:

http://www.dot.ca.gov/trafficops/camutcd/docs/2014r3/CAMUTCD2014-Part6_rev3.pdf

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.

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 **“Temporary Traffic Control,”** in the Bid Schedule(s), and no additional compensation will be allowed therefore.

10-4.8 Travel Lanes – Unless otherwise indicated in the Special Provisions, 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.

10-4.9 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.

10-4.10 Traffic Control Devices – The Contractor shall furnish, install, and maintain the traffic control devices as shown on the traffic control permit and approved TCP, 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) 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.
- b) Flashing arrow boards shall be used when the posted speed is 40 mph or more, or when curvature of the roadway limits visibility.
- c) The Contractor shall maintain cross traffic and turning moves at intersections.
- d) 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.
- e) 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.
- f) 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.

10-4.11 Traffic Control Plan (TCP) – The Contractor shall submit a TCP for review and approval by the City. The TCP shall address all work phases and include the typical traffic control applications required for the project, including, lane and shoulder closures, road closures, and detours. TCP sheets shall display the project title, phase identification, name of the firm preparing the TCP, sheet number, number of sheets comprising the TCP, general notes, and symbol definitions. Adequate dimensioning shall be provided to allow for proper field installation. The TCP shall be of a size and scale to clearly show all necessary details, and shall be prepared using a standard Computer Aided Design and Drafting (CADD) program.

The Contractor shall not begin work in the public right of way without City approval of the TCP and work schedule. 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.

10-4.12 Measurement and Payment – Measurement for payment of traffic control will be based upon the completion of all planning, design, engineering, furnishing, 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 public notifications, posting of temporary “NO PARKING” signs, work area traffic control, preparation of the traffic control plan, and all appurtenant work necessary to accomplish the work as specified herein shall be made at the lump sum bid item price for “**Temporary Traffic Control**”, and no additional compensation shall be allowed therefore.

10-5 WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES

10-5.1 General – This bid item shall include all items as specified in Section 3-12.6.3 of the General Provision and the latest edition of the Greenbook.

10-5.2 Payment – Payment for this bid item shall be paid per lump Sum and shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work per project plans and specifications; no additional compensation will be allowed.

10-6 PORTLAND CEMENT CONCRETE

10-6.1 Material – Portland cement concrete of the class and type shown on Standard Drawings shall be used to construct new curb, gutter, driveways 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.

10-6.2 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, 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.

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.

10-6.3 Sidewalk – Construction of concrete sidewalk shall conform to City of Rialto Standard Drawing No. SC-203 and SC-204. Sidewalk shall be constructed to the dimensions as specified in the City's Standard Drawing and as shown on the Plans, 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.

Concrete sidewalk shall be constructed adjacent to curb that provides for a smooth flush surface.

Payment – Payment for sidewalks shall be made at the unit price bid per square foot for **"Construct 4" Thick P.C.C Sidewalk Over 12" Min 95% Compacted Native Per City Std. Plan No. SC-203 And SC-204,"** and shall include full compensation for construction of sidewalks, preparation of subgrade, installation of crushed rock, removal and replacement of existing broken or misaligned curb, adjustment of existing water meter boxes and valves to finish grade, all material, labor, plant, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-6.4 Curb Ramps – Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans, and in accordance with the Standard Plans for Public Works Construction Standard Plans and the latest Caltrans Standard Plans. The Standard Plans conform to ADA standards as called for in the Plans. Details specified in the Standard Plans shall govern, but the Plans shall be referred to for other specifications not explicitly stated or shown on the Standard Plans. 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.

All curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable Warning Surfaces for all ramps shall conform to the details on the Standard Plans. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline. Detectable warning surfaces shall be of a contrasting color, in accordance with ADA guidelines.

Payment – Payment for curb ramps shall be made at the unit price bid per each for **"Construct Curb Ramp As Shown Per City Std. Plan No. SC-215 Over 12" Min 95% Compacted Native.,"** as measured pursuant to the curb ramp payment detail in the project plans and shall include full compensation for construction of curb ramps, including preparation of subgrade, all material, labor, plant, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-6.5 PCC Curb – Construction of PCC Curb shall conform to City of Rialto Standard Drawing No. SC-202. Curb shall be constructed to the dimensions as specified in the City's Standard Drawing and as shown on the Plans, 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 PCC Curb shall be made at the unit price bid per linear foot for **"Construct 8" Curb Per City Std. Plan No. SC-202,"** and shall include full compensation for construction of PCC curb, including preparation of subgrade, all material, labor, plant, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-6.5 PCC Curb and Gutter – Construction of PCC curb and gutter shall conform to the details shown on the plans and shall conform to Section 303-5 of the Standard Specifications. Concrete material shall be Portland cement concrete of type 520-C-2500.

Payment – Payment for PCC curb and gutter shall be made at the unit price bid per linear foot for **"Construct 8" Curb And Gutter Per City Std. Plan No. SC-200,"** and shall include full compensation for construction of PCC Curb and Gutter or PCC Curb, including preparation of subgrade, all material, labor, plant, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-6.6 Cross Gutter – Construction of PCC cross gutter shall conform to the details shown on the plans and shall conform to Section 303-5 of the Standard Specifications. Concrete material shall be Portland cement concrete of type 520-C-2500.

Payment – Payment for PCC cross gutter shall be made at the unit price bid per square foot for **"Construct Cross Gutter Per City Std. Plan No. SC-216,"** and shall include full compensation for construction of PCC cross gutter, including preparation of subgrade, all material, labor, plant, equipment, furnishing all transportation, and protection from

vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-6.7 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.

10-6.8 Curb Integral With Spandrel – Construction of 8" curb integral with spandrel shall conform to the details shown on the plans and shall conform to Section 303-5 of the Standard Specifications. Concrete material shall be Portland cement concrete of type 520-C-2500.

Payment – Payment for PCC curb and gutter shall be made at the unit price bid per linear foot for **"Construct 8" Curb Integral With Spandrel,"** and shall include full compensation for construction of curb integral with spandrel, including preparation of subgrade, all material, labor, plant, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-6.9 Retaining Curb – Construction of retaining curb shall conform to City of Rialto Standard Drawing No. SC-215, Detail "D". Curb shall be constructed to the dimensions as specified in the City's Standard Drawing and as shown on the Plans, 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 retaining curb shall be made at the unit price bid per linear foot for **"Construct 8" Retaining Curb Per City Std. SC-215, Detail "D","** and shall include full compensation for construction of retaining curb, including preparation of subgrade, all material, labor, plant, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-7 ASPHALT CONCRETE

10-7.1 Material – Asphalt concrete material shall conform to Section 39 "Asphalt Concrete," of the latest Caltrans Standard Specifications. The amount of asphalt binder to be mixed with the aggregate shall be proposed by the Contractor for approval by the Engineer. The Contractor shall submit its mix designs for the asphalt concrete pavement specified herein, for review and approval by the Engineer, at the Pre-Construction Conference. The Contractor shall be responsible for providing the Engineer with all required technical and material specifications necessary to review the Contractor's proposed mix designs. Modification of the amount of asphalt binder shall be made to the Contractor's mix designs as may be required by the Engineer. Commencement of

construction of asphalt concrete pavement shall not occur until the Contractor has received the Engineer's approval of proposed mix designs.

All asphalt concrete pavement used on this project shall consist of Type B, 3/8 inch gradation. Asphalt binder used in the asphalt concrete pavement shall comply with specifications for Performance Graded (PG) 64-10 asphalt binder, in accordance with Section 92 "Asphalts," of the Caltrans Standard Specifications.

10-7.2 Material Sampling and Mix Design – Laboratory tests may be performed at the expense of the City, when required by the Engineer, to determine if aggregates at the plant fall within specifications. Sampling of asphalt concrete pavement delivered to the site and placed on a prepared base course shall be performed by the Engineer to ensure the type of asphalt concrete pavement laid conforms to these Special Provisions, and to the proposed mix designs approved by the Engineer.

10-7.3 Construction – Construction of hot mix asphalt concrete shall conform to Section 302-5 "Asphalt Concrete Pavement" of the Standard Specifications, except as modified herein.

The Contractor is to construct all AC sidewalks, access ramps, and gutters in accordance with American Disability Act (ADA) Standards / California Code of Regulations (CCR) Title 24 – Accessibility Regulations and the latest edition of applicable City Standard Plans. The Contractor shall ensure that all newly constructed AC improvements comply with ADA Standards / CCR Title 24 – Accessibility Regulations and the latest edition of applicable City Standard Plans for cross slope and slope percentage requirements. The Contractor shall measure access ramps, sidewalks, curb and gutter, etc. for compliance using a digital level, also known as an electronic level or "smart level" of two feet (2') or less in length.

Access ramp cross slope shall be checked for the entire ramp width from back of curb to top of landing. Sidewalk cross slope shall be checked for entire sidewalk width, as well as longitudinally.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2, "Density and Smoothness," of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

Add to Subsection 302-5.6.1, "General (Rolling)," of the Standard Specifications, the following:

The Contractor shall furnish a sufficient number of rollers to obtain the specified compaction and surface finish required by the Standard Specifications and these Special Provisions.

Pneumatic rollers shall be required on lower layer only.

Initial breakdown compaction shall consist of a minimum of three (3) coverages of a layer of asphalt mixture. A pass shall be a movement of rolling in both directions over the same path. Coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during coverage, made to ensure compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started.

Add to the first paragraph of Subsection 302-5.6.2, "Density and Smoothness," of the Standard Specifications, the following:

The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.01 ft. are present when tested with a straightedge 10 feet long, laid in a direction transverse to the center line.

If the test results for any lot of asphalt concrete indicate that the relative compaction is below 95.0 percent (95%), the Contractor will be advised that he is not attaining the required relative compaction and that his materials, procedures, or both, need adjustment. Asphalt concrete spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction.

Add to Subsection 302-5.7, "Joints," of the Standard Specifications, the following:

Before placing the top layer adjacent to cold transverse construction joints, the joints shall be trimmed to a vertical face and to a neat line. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 10 foot straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2, "Density and Smoothness," for surface

smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed traffic lanes (striping). Longitudinal joints in all other layers shall be offset not less than 0.5 foot alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

During asphalt concrete paving operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid paving over survey markers, monuments, and benchmarks, and to remove said covering and/or asphalt concrete after paving operations have been completed.

10-7.4 Tack Coat – Tack coat shall be a SS-1h emulsified asphalt and shall be applied to all clean, existing asphalt concrete pavement, and to all Portland cement concrete surfaces adjacent to new asphalt concrete paving prior to installation of asphalt concrete pavement. The cost of tack coat shall be included in the price for asphalt concrete pavement, and no additional payment will be made therefore.

10-7.5 Measurement & Payment – Measurement for hot mix asphalt pavement will be by square feet. Payment for asphalt concrete pavement shall be made at the unit price bid for various bid items, as shown on the Plans, as specified in the Caltrans Standard Specifications, and in these Special Provisions and as directed by the Engineer.

Payment for asphalt concrete shall include full compensation for construction of asphalt concrete including all material, labor, plant, equipment, furnishing all transportation, hauling, spreading, compacting, and protecting, complete in place, and preparation of subgrade, tack coat and grading for miscellaneous asphalt concrete in accordance with the standard specifications and these special provisions. No separate payment will be made for asphalt or aggregate used in the asphalt concrete, and all costs therefore shall be included in the unit price bid for asphalt concrete.

10-7.6 AC Pavement Grind - Existing asphalt concrete pavement shall be cold planed in accordance with Sections 302-1, "Cold Milling of Existing Pavement" of the Standard Specifications, and these Special Provisions.

Add after the last paragraph of Subsection 302-1.1, "General," the following:

At least two full time flag persons shall be assigned to the milling machine for traffic control when working on any street open to traffic.

The Contractor shall take care not to contaminate the millings with non-aggregate base material, including disintegrated granite.

10-7.7 Measurement & Payment - The Contract Unit Price paid per square foot for "A.C. Pavement Grind" shall include full compensation for furnishing all labor,

materials, tools, equipment and incidentals, and for doing all the work involved in grinding existing AC pavement as shown on the plans and as specified in Standard Specifications and these Special Provisions, and no additional compensation will be allowed therefor.

10-8 SIGNING AND STRIPING

10-8.1 Removals – This work shall consist of the removal and disposal of existing or temporary traffic stripes, pavement markings, pavement markers, etc., in preparation for either the application of temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 15, “Existing Highway Facilities,” of the State of California Standard Specifications and these Special Provisions.

Traffic stripe and pavement marking removal shall be by sandblasting, unless otherwise directed by the Engineer.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend grinding beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. Additional work necessary to achieve the foresaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for “Signing and Striping” and no additional payment will be made therefore.

There will be no measurement for payment of removal of traffic striping and pavement markings. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, and Section 15, Existing Highway Facilities,” of the State of California Standard Specifications.

Payment for all removal of all required traffic striping and markings shall be considered as included in the lump sum bid for “Signing and Striping” and no additional payment will be made therefore.

10-8.2 Traffic Striping – All traffic striping and pavement markings shall be installed as shown on the plans and as directed by the Engineer. The installation of traffic stripes shall conform to the provisions in Section 85 (where specifically called for on the plans) the State of California Standard Specifications and these Special Provisions.

Paint curb red shall conform to the provisions in Section 84-3, “Painted Traffic Stripes and Pavement Markings” of the State of California Standard Specifications.

The Contractor shall layout and “cat-track” the alignment of the proposed striping at 15 ft intervals and “spot” the proposed pavement markings as called for on the Plans. Striping

shall vary no more than 2" in 50 ft from the specified alignment. The Engineer may waive minor variations.

The Contractor shall not proceed with applying final pavement markers and/or thermoplastic traffic stripes/pavement markings until the Engineer has checked and approved the cat-tracking and spotting, and has authorized the Contractor to proceed.

Thermoplastic traffic stripes/pavement markings shall be applied by either spray or extrusion methods in a single uniform layer. Any other possible methods of application shall be approved by the Engineer prior to acceptance.

Except as otherwise noted on the Plans or as directed by the Engineer, all angle points, as shown on the striping Plans shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Temporary tape or reflective markers utilized for the purposes of interim delineation for centerline, lane lines, and crosswalk lines shall be placed to the side of the final striping pattern in such a way so that it will not interfere with the first coat of paint. All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor at no additional cost to the City upon completion of the first coat of striping and prior to the final striping.

Stencils used for pavement markings must conform to the latest Caltrans approved Metric Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted striping or markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be replaced, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by grinding. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, shall not be allowed.

10-8.3 Pavement Markers – Pavement markers shall conform to the provisions in Section 85, "Pavement Markers," of the State of California Standard Specifications and these Special Provisions.

Certificates of compliance shall be furnished for pavement markers as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with the "Steel Wool Abrasion Procedure," specified for pavement markers placed in pavement recesses in Section 85 1.05, "Reflective Pavement Markers," of the State of California Standard Specifications.

The bituminous adhesive used to install the markers shall be a hot melt bituminous adhesive asphaltic material with a homogeneously mixed mineral filler and shall conform with the requirements specified in Subsection 85-1.055, "Adhesives," of the State of California Standard Specifications.

Reflective pavement markers shall be installed per the approved Plan unless otherwise approved by the Engineer. The composition of the material shall be such that its properties shall not deteriorate when heated to, and applied at temperatures up to 218°C (425°F), using either air or oil jacketed melters.

Reflective pavement markers shall be placed at locations as established by the applicable Caltrans striping detail noted on the approved striping Plan which includes, but is not limited to temporary painted line(s), new striping, or existing striping. There shall be one marker for each location. The Contractor shall perform all work necessary to establish satisfactory locations for markers.

The Contractor shall remove existing reflective pavement markers that do not conform to the approved Plan.

Reflective pavement markers shall be of the prismatic reflector type (3M model white RP290w and yellow RPM 2912y or equal) as outlined in Subsection 85-1.05, "Reflective Pavement Markers," of the State of California Standard Specifications.

Existing pavement markers (blue) designating location of the fire hydrants shall be replaced "in kind" after the paving is completed.

10-8.4 Traffic Signs – This work shall include the furnishing and installation of new signs and posts, relocating existing signs as indicated on the Plans with new post(s), and salvaging signs to the City Yard.

All work and materials shall conform to the provisions set forth in Section 56 of the latest issue as currently available of the State of California, Department of Transportation Standard Specifications entitled "Signs," except as noted otherwise in the following Technical Provisions.

All sign panels shall be 2 mm (0.080 in) gauge 6061-T76 or 5052-H38 aluminum alloy certified as meeting all California Specifications and treated with an alodine 1200 conversion coating. The reflectivity of all stop and warning signs shall be DG3 grade and all other signs shall be engineering grade unless specified by the Resident Engineer. Any chipping or bending of sign panels shall be considered as sufficient cause to require replacement of panels at the Contractor's expense.

The sign post assembly shall consist of a 50 mm (2 in) square perforated steel tube. The anchor assembly will consist of a 56 mm (2 ¼ in) square perforated steel tube which measures 750 mm (2' 6") long. The steel tubes shall be 12 gage and fully galvanized inside and outside. All sign installation shall conform to the City's Standard Drawing.

All sign installations shall have a minimum vertical clearance of 2.1 m (7 ft) from the bottom of the sign to grade and a minimum horizontal clearance of 0.6 m (2 ft) from face of curb to edge of signpost. There must be a minimum 1.2 m (4 ft) clearance from sign post to the back edge of the sidewalk for wheelchair access or as specified by resident engineer. When there is no sidewalk, curb and gutter, the horizontal clearance shall be 1.8 to 2.4 m (6 - 8 ft) from edge of pavement. The Contractor shall replace existing sign post if the minimum vertical clearance of the signs cannot be achieved.

All signs not mounted on streetlights or traffic signal standards shall be attached to a 50 mm (2 in) square perforated fully galvanized (inside and outside) 12-gauge steel tube post. The post shall be anchored in the ground by a two piece, perforated, fully galvanized anchor and sleeve assembly in all cases. The anchor shall be 900 mm (36 in) in length if being installed in soil and may be 750 mm (30 in) in length if being installed through asphalt concrete or through Portland cement concrete.

The anchor and sleeve assembly shall be power driven into the ground simultaneously until 100 mm (4 in) of the anchor and sleeve assembly is above the grade. The square sign post shall then be installed into the anchor and sleeve assembly to a minimum of 150 mm (6 in) and secured in place with a minimum of two 3/8 inches drive rivets installed in the on-coming traffic side and curb side to pull the post into one corner of the anchor.

All signs shall be installed with washers larger than the head of the drive rivet or bolt (Fender washers preferred).

Installation according to these requirements is essential to maintain the break-away characteristics of the post system. Under no circumstances shall the anchor assembly be secured in concrete footings.

Any sign measuring 1 m (36 in) or larger, except stop signs and street name signs must have approved strapping or back braces installed. Any deviation shall be approved by the Engineer.

All signs shall be installed before the roadway is open to traffic. However, those signs that are not applicable at the time of opening shall be covered until such time when they become valid.

Existing traffic signs and posts that do not conform to the approved Plans shall be removed by the Contractor. All signs and posts removed shall be delivered to the City Yard. Any holes left in the existing sidewalk as a result of post removal shall be filled by the Contractor with a Por-Rock concrete mix or equal to a point flush with the existing sidewalk.

All signs and posts shall be new unless specified to be reused. Any damaged existing signs or signposts that are denoted as being relocated on the Plans shall be replaced with new materials, as directed by the Engineer.

10-8.5 Payment - The lump sum price paid for “**Signing and Striping**,” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing raised pavement markers, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions and as approved by the Engineer.

The lump sum price paid for “**Signing and Striping**,” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in traffic stripes/pavement markings including establishing alignment for traffic striping and pavement markings, layout work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions and as approved by the Engineer, and no additional compensation will be allowed therefore.

Full compensation for pavement markers (traffic delineation) shall be considered as included in lump sum price paid for “**Signing and Striping**,” and no additional compensation will be allowed therefore.

The lump sum price paid for “**Signing and Striping**,” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating or resetting existing signs, salvaging signs to the City Yard, and installing new traffic signs complete in place in accordance with the Plans and Specifications, and as directed by the Engineer, and no additional compensation will be allowed.

10-9 TRAFFIC SIGNAL & LIGHTING SYSTEMS

10-9.1 Traffic Signal and Lighting System – Traffic signal and lighting systems and modification of traffic signal and lighting system shall conform to Section 86 of the latest Caltrans Standard Specifications and the latest Caltrans Standard Plans.

10-9.2 Scope of Work – The scope of work in general consists of installing a new video detection system at Etiwanda Avenue and Cactus Avenue and a new pedestrian push button and loop detectors at Etiwanda Avenue and Riverside Avenue. The contractor must furnish and install all materials, equipment and auxiliary items necessary to complete the system.

10-9.3 Schedule of Values – The contractor is required to submit a schedule of values for each lump sum bid item. Submit the schedule of values within 15 days of contract approval. Include the following in addition to the items listed in the Standard Specifications:

1. Video Detection Camera System
2. Emergency Vehicle Detection System

3. Controller Cabinet and Assembly
4. Battery Backup System

10-9.4 Equipment List and Drawings – Equipment list and drawings of electrical equipment and material shall conform to the provisions in Section 86-1.01C(1), "General" of the Standard Specifications and these special provisions. Submit a Certificate of Compliance for all electrical materials and equipment.

10-9.5 Maintaining Existing and Temporary Electrical Systems – Maintaining Existing and Temporary Electrical Systems must conform to the provisions in Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems" of the Standard Specifications and these special provisions.

Traffic signal shutdowns are limited to periods between the hours of 9:00 a.m. and 3:00 p.m. existing intersection lighting systems must be kept in operation until the new/modified lighting system is operational.

10-9.6 Conduit – Conduit must conform to the provisions in Section 86-1.02B "Conduit and Accessories" of the Standard Specifications and these special provisions. Conduit must be Type III rigid nonmetallic PVC except if jacked or bored. After conductors have been installed, the ends of the conduits terminating in pull boxes, service equipment enclosures, and controller cabinets must be sealed with an authorized type of sealing compound.

All conduit under existing roadway that will not be repaved must be installed by the jacking or boring method using type 1 galvanized rigid metallic steel conduit.

10-9.7 Pullbox – Pull boxes must conform to the provisions in Section 86-1.02C "Pull Boxes" of the Standard Specifications and these special provisions.

The pull box and cover must comply with ANSI/SCTE 77, "Specification for Underground Enclosure Integrity," for tier 22 load rating and must be gray or brown. Provide a 2-year manufacturer's replacement warranty for the pull box and cover. The warranty period starts on the date of Contract acceptance.

The bolts, nuts, and washers must be a captive design. The captive bolt must be capable of withstanding a torque from 55 to 60 ft-lb and a minimum pull-out strength of 750 lb. Perform the test with the cover in place and the bolts torqued. The pull box and cover must not be damaged while performing the test.

Do not install a pull box in curb ramps or driveways. A pull box for a post or a pole standard must be located within 5 feet of the standard. Place the pull box adjacent to the back of the curb or edge of the shoulder. If this is impractical, place the pull box in a suitable, protected, and accessible location.

10-9.8 Conductors and Cables – Conductors and cables must conform to the provisions in Section 86-1.02F “Conductors and Cables” of the Standard Specifications and these special provisions.

Wrap conductors around the projecting end of conduit in pull boxes. Secure conductors and cables to the projecting end of the conduit in pull boxes.

Emergency vehicle pre-emptor detector lead-in cable shall meet the characteristics of IPCEA-S-61-402 of NEMA WC5, Section 7.4, 600V, Control Cable, 75°C, Type B.

1. Conductors shall be 3 No. 20-7x28 stranded.
2. Conductor strands shall be individually tinned.
3. Conductor insulation shall be low-density polyethylene material having a minimum thickness of 25 mils.
4. Conductors shall be color-coded: 1-yellow, 1-blue, and 1-orange.
5. The cable shall have 1 No. 20-7x28 stranded, tinned, bare drain wire.
6. The drain wire shall be placed between the insulated conductor and a shield.
7. The shield shall be of tinned copper-brass or aluminum polyester tape with a nominal 20% overlap. The conductive surface of the shield shall be in contact with the drain wire.
8. Capacitance measured between any conductor and the other two conductors and the shield shall not exceed 48 pico-farads per foot when tested at 1000 hertz.
9. The cable jacket shall be a black PVC material rated for 600 volts and 75°C and shall have an average minimum wall thickness of 45 mils.
10. The finished outside diameter of the cable shall be between 0.30 and 0.35 of an inch.
11. The cable jacket shall be marked with the manufacturer's name, insulation type designation, number of conductors and conductor size, and voltage and temperature ratings.

10-9.9 Controller Cabinet and Assembly – Controller cabinet must conform to the provisions in Section 86-1.02Q(2) “Controller Cabinets” of the Standard Specifications and these special provisions.

The controller cabinet must conform to the following requirements and auxiliary equipment:

The cabinet must be a 333JP cabinet wired for a 170 controller wired for 8 vehicle phases, 4 pedestrian phases, 2 right-turn overlaps, 2 railroad pre-emption inputs, and 4 emergency vehicle inputs with:

The contractor must arrange to have a signal technician, qualified to work on the controller unit and employed by the controller unit manufacturer or his representative present at the time the equipment is turned on.

10-9.10 Battery Backup System– Battery backup system cabinet must conform to the provisions in Section 86-1.02Q(5) “Battery Backup System Cabinets” of the Standard Specifications and these special provisions.

Battery Backup up system must be on the Caltrans Qualified Product List.

Batteries must be contractor furnished and conform to the specifications in Section 86-1.02Z “Batteries” of the Standard Specifications. Contractor must provide 4 batteries.

10-9.11 Vehicle Signal Faces, Sections and Visors – Vehicle signal heads must conform to the provisions in Section 86-1.02R(4) “Signal Faces” of the Standard Specifications and these special provisions.

Signal heads must comprise of green housing/black door, black tunnel visors and flat black back plate. All must be constructed of aluminum.

10-9.12 LED Signal Modules – Light emitting diode (LED) signal modules must conform to the provisions in Section 86-1.02R(4)(b) “LED Signal Modules” of the Standard Specifications and these special provisions.

All LED signal modules must be 12” sections, with clear lens for circular R, Y, G and arrow RA, YA, GA.

10-9.13 LED Countdown Pedestrian Signal Faces – Vehicle signal heads must conform to the provisions in Section 86-1.02S(3) “Pedestrian Signal Faces” of the Standard Specifications and these special provisions.

Pedestrian signal housing and visors must be 16” housing.

Manufacturer’s test data shall be submitted to Public Works Traffic Signal Maintenance Division and the Engineer.

10-9.14 Signal Mounting Assemblies – Signal mounting assemblies must conform to the provisions in Section 86-1.02R(2) “Signal Mounting Assemblies” of the Standard Specifications and these special provisions.

All traffic signal mounting assemblies must be powder coated green. Pipe must be steel and mast arm and post top slip fitters and terminal compartments must be cast bronze.

10-9.15 Video Image Vehicle Detection System – Video detection system must consist of camera assemblies and a video detection unit including an image processor, extension module and communication card.

10-9.16 Pedestrian Push Button – Pedestrian push buttons must conform to the provisions in Section 86-1.02U “Pedestrian Push Button Assemblies” of the Standard Specifications and these special provisions.

The housing for the pedestrian pushbutton must be traffic signal powder coated green and be aluminum.

10-9.17 Emergency Vehicle Detection System – Emergency Vehicle Detection must consist of optical preemption detectors and optical signal processors.

10-9.18 LED Luminaires – Intersection safety lighting must be LED type. Luminaires must be one of the models listed on Caltrans pre-qualified list and be the Roadway 1 application type.

10-9.19 Retroreflective Street Name Signs – Street name signs must conform to the following specifications:

1. Be 6' or 8' in length with securing cables
2. Have the city of Rialto logo placed on sign
3. Be interstate blue with white lettering

Payment – Payment for signal and lighting system shall be made at the lump sum price bid for “**Traffic Signal – Etiwanda Ave At Cactus Ave**” and “**Traffic Signal – Etiwanda Ave At Riverside Ave**” at the location indicated on the Bid Schedule and shall include full compensation for construction or modification of the system, including foundations, all material, labor, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-10 ELECTRICAL SYSTEMS

10-10.1 Electrical System – Electrical systems shall conform to Section 87 of the latest Caltrans Standard Specifications and the latest Caltrans Standard Plans.

10-10.2 Solar Powered RRFB Sign – Solar Powered RRFB must comprise of solar panel, illuminated S1-1 sign, RRFB, and push button assembly (with R10-25 sign plate). Solar Powered Rectangular Rapid Flashing Beacon (RRFB) sign shall conform, to the provisions in Section 87-7 “Flashing Beacon Systems” of the Standard Specifications, the Special Provisions, and Detail “A” as shown on plans.

Pole for Solar Powered RRFB shall conform to provisions in Section 56-3 of the Standard Specifications, the Special Provisions, and Detail “A” as shown on plans.

Payment – Payment for solar powered RRFB sign shall be made at the unit price per each for “**Install Solar powered RRFB Sign per Detail “A”**” at the location indicated on the Bid Schedule and shall include full compensation for construction or modification of the system, including foundations, all material, labor, equipment, furnishing all

transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-10.3 In-Roadway Warning Light System- In-Roadway Warning Lights (IRWL) System shall consist of solar power panel with rechargeable battery backup. Solar batteries shall maintain uninterrupted operation during cloudy periods for at least 30 days under normal use.

Trenching or saw cutting of the roadway or sidewalk shall not be permitted. Electrical conduits inside the roadway or sidewalk shall not be permitted. Wires inside the roadway or sidewalk shall not be permitted. Solar panel size shall not exceed 20 watts per controller unit.

Coring or saw cutting beyond the first asphalt layer shall not be allowed in order to minimize the risk of cracking and erosion of the underlying layers. The top layer of the roadway surface shall not be fully penetrated under any circumstance. The in-roadway light base shall not penetrate the roadway beyond 1.5 inches in depth.

The surface area occupied by the in-roadway light is a discontinuity in the structural integrity of the roadway. The tire contact surface area is defined by the tire width, tire air pressure, and the wheel load. For an average tire, width is 10 inches, air pressure is 32 psi, and wheel load is 1000 lbs. This results in a tire contact area of 3.125 inches long by 10 inches wide. Ideally, most of the load from the vehicle tire should transfer directly to the asphalt. Therefore the diameter of the IRWL core should be kept to a minimum or no more than half of the tire width. The core diameter for IRWL installation shall not be greater than 5 inches. The in-roadway light base diameter shall not exceed 4.75 inches.

Flush mounted in-roadway warning lights shall not be permitted. The in-roadway light geometry shall be designed such that dirt, dust, and debris will not accumulate in front of the LED lenses. The in-roadway lights shall be light emitting diode (LED) type. The amber LEDs shall emit light at a wavelength of 590 nanometers. The luminance of each IRWL LED shall be a minimum of 4,000,000 cd/m². LED visibility distance shall be at least 2,000 feet on a sunny day. The LED protective windows shall be designed such that direct contact with vehicle tires is not possible.

External power connections shall not be permitted. The in-roadway light housing shall be made of 17-4PH stainless steel. The light fixture housing materials shall withstand repetitive ASHTO HS-20 vehicular loading without sustaining deformation or cracking. The LED housing shall be fully O-ring sealed to prevent moisture ingress. The ingress protection rating shall be IP 68. The in-roadway light shall be attached to its base with stainless steel screws 1/4-20, 1.5" long. Each in-roadway light shall have its own solar battery unit. Each in-roadway light shall have its own wireless controller.

Wireless controller shall be triggered by pedestrian push button or IR bollard system. Wireless controller shall activate all associated in-roadway lights, LED enhanced crosswalk signs, and flashing beacons within 1,000 feet (line of sight) distance. The wireless signal transmission shall ensure synchronized activation of all crosswalk-warning

devices. Wireless controller shall operate within 2.4 GHz FCC approved license-free spectrum. Wireless controller shall not interfere with other installations. A waterproof fiberglass enclosure shall be provided. The enclosure shall meet or exceed NEMA 4X rating. The controller enclosure size shall not exceed 8 inch (height), 6 inch (width), 4 inch (depth).

10-10.4 Payment – Payment for IRWL shall be made at the unit price bid per each for **“In-Roadway Warning Light System”** at the location indicated on the Bid Schedule and shall include full compensation for construction or modification of the system, including foundations, all material, labor, equipment, furnishing all transportation, and protection from vandalism, complete in place, in accordance with the Standard Specifications and these Special Provisions.

10-10.5 Service – Electrical service must conform to the provisions in Section 87-1.03L “Utility Service” of the Standard Specifications and these special provisions.

Each service must be provided with up to 2 main circuit breakers that will disconnect ungrounded service entrance conductors. Where the "Main" circuit breaker consists of 2 circuit breakers as described, each of the circuit breakers must have a minimum interrupting capacity of 10,000 A, rms.

10-11 Adjust Utility To Grade

10-11.1 General - The Contractor shall adjust utility covers, boxes, lids, and other utility structures to grade. The work shall include protection, removal or lowering of the utility structure during demolition and preparation, setting the structure to grade, and forming pavement or other constructed work around the structure. The work may include replacement with a new structure or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated with the appropriate utility agency. If a lid or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency. The Contractor shall verify in the field with the affected utility the actual quantity and locations of utility box and cover adjustments. Existing damaged utility boxes shall be coordinated with the utility for replacement.

10-11 Payment – Payment shall be made at the unit price per each for **“Adjust Existing Utility To Grade”** at the location indicated on the Bid Schedule and shall include full compensation for complying with the work contained in this section. No additional compensation will be allowed therefore.

- END OF SECTION -

**CITY OF RIALTO
PUBLIC WORKS DEPARTMENT**

PART III - APPENDIX

**ETIWANDA CORRIDOR IMPROVEMENTS PROJECT
City Project No. 160805**

City of Rialto Standard Drawings

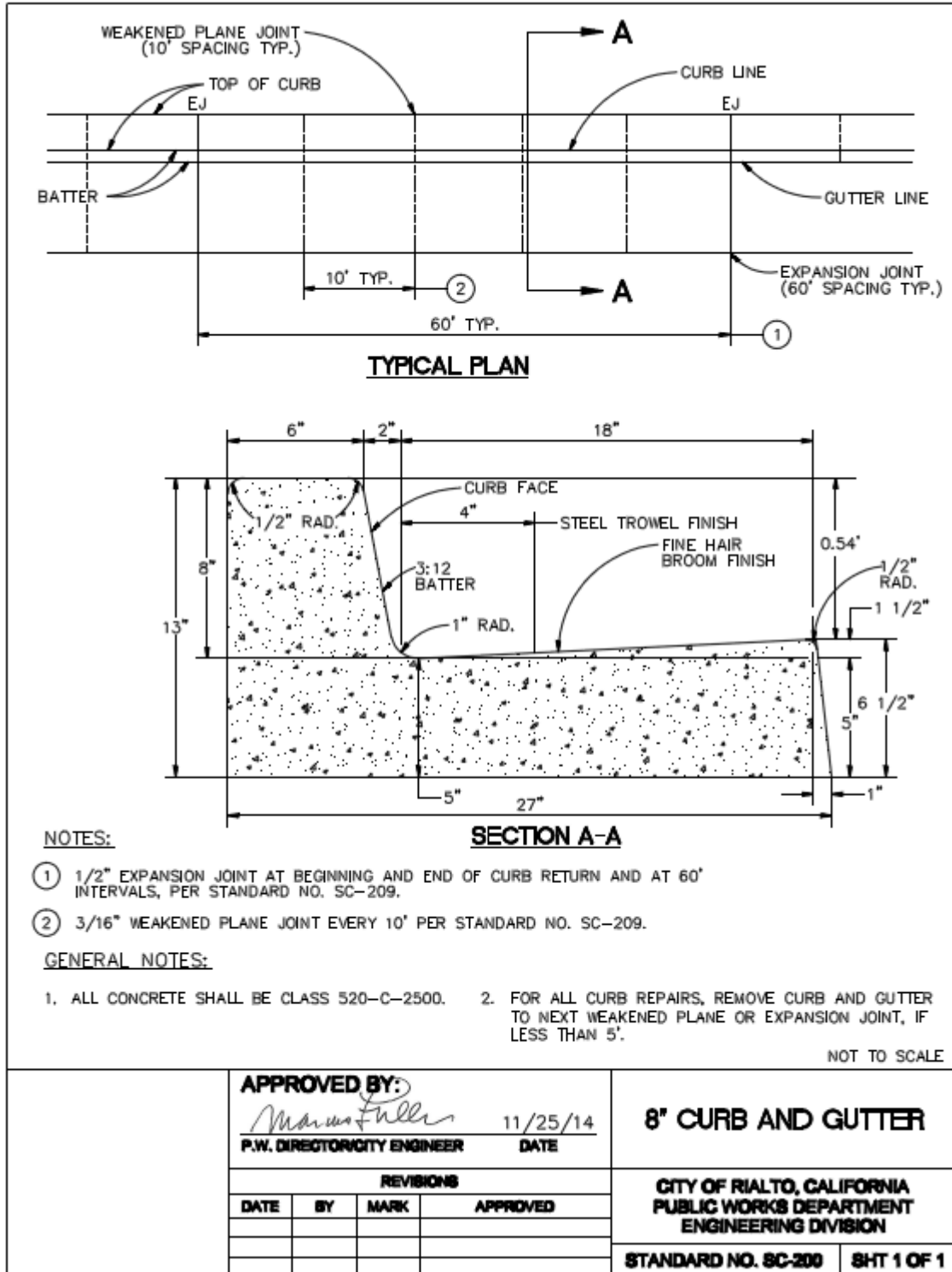
SC-200	8" Curb and Gutter
SC-202	Curb Only
SC-203	Sidewalk (Curb Adjacent)
SC-204	Sidewalk (Property Line)
SC-215	Curb Ramp
SC-216	Cross Gutter and Fillet
SC-223	Sign Post Installation

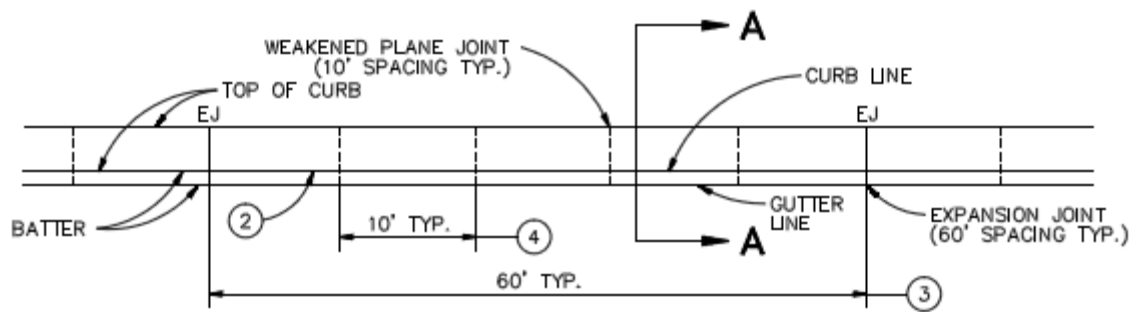
Caltrans Standard Plans

A20A – A20D	Pavement Markers and Traffic Lines – Typical Details
A24A – A24G	Pavement Markings
RSP ES-7B	Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment Identification Characters)

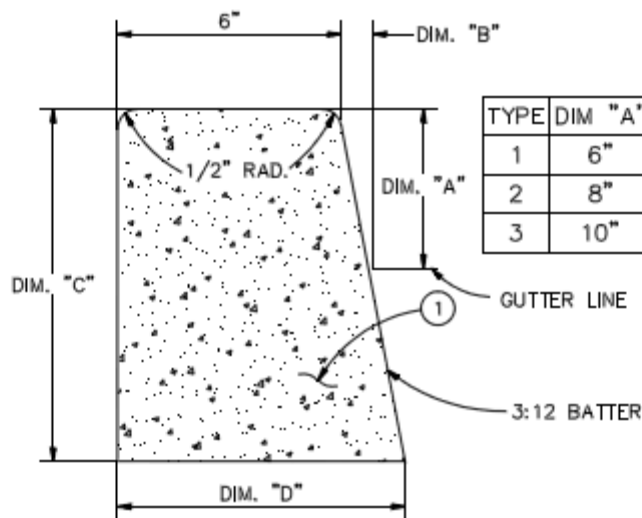
Project Location Map

Note: Not all applicable Standard Plans may be listed above or reproduced in the Appendix.
All Caltrans Standard Plans are available on-line at:
http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new18.htm





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"

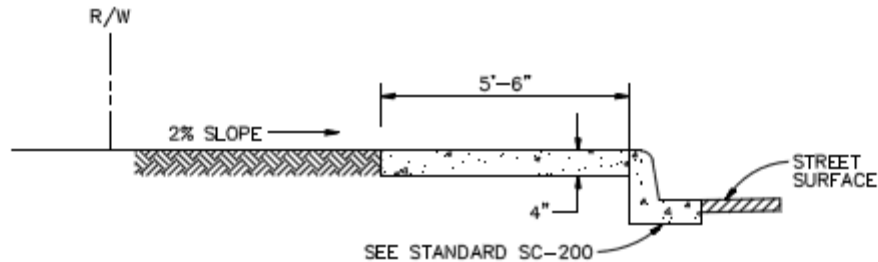
SECTION A-A

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

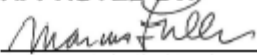
<p>APPROVED BY:</p> <p style="text-align: center;"><i>Marissa Fuller</i> 11/25/14</p> <p style="text-align: center;">P.W. DIRECTOR/CITY ENGINEER DATE</p>		<p>CURB ONLY</p>																	
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 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>	
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<p>STANDARD NO. SC-202</p>		<p>SHT 1 OF 1</p>																	

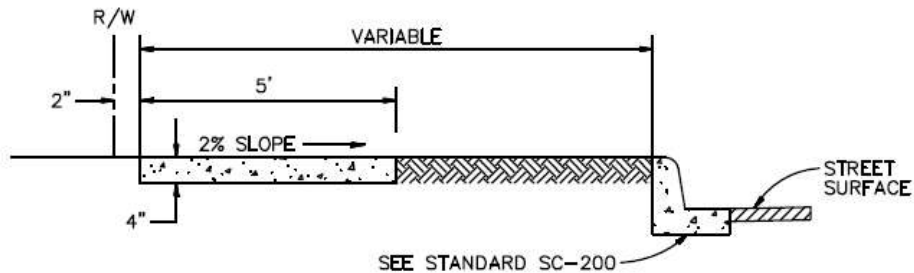


GENERAL NOTES:

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

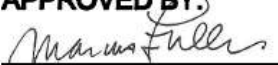
		APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER		11/25/14 DATE	SIDEWALK (CURB ADJACENT) CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
		REVISIONS				
DATE	BY	MARK	APPROVED		STANDARD NO. SC-203	SHT 1 OF 1

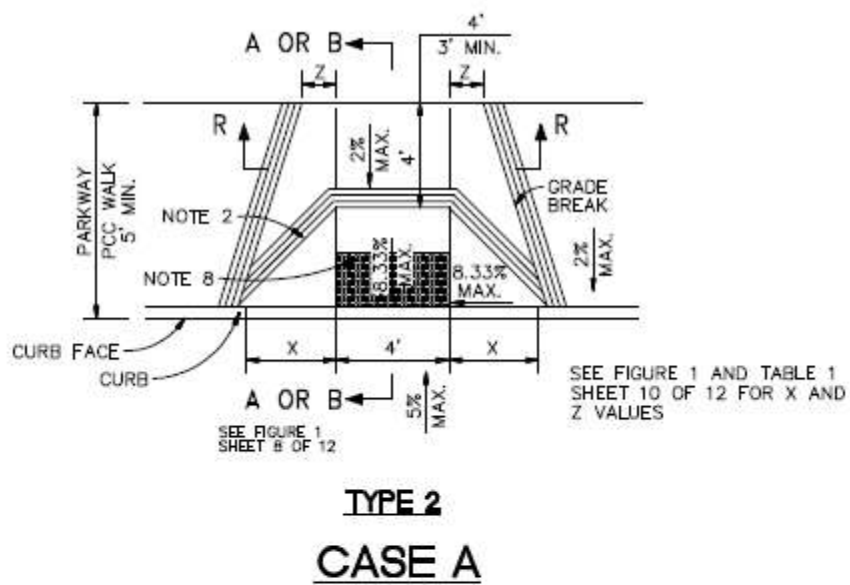


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7. ALL SIDEWALKS AND CURB AND GUTTERS SHALL HAVE WEAKENED PLANE JOINTS SPACED AT 10 FEET MAXIMUM INTERVALS AND SCORE LINE EVERY 5 FEET ON SIDEWALKS.
8. EXPANSION JOINTS SHALL BE PLACED AT 60 FEET MAXIMUM INTERVALS.
9. WEAKENED PLANE JOINTS AND EXPANSION 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.

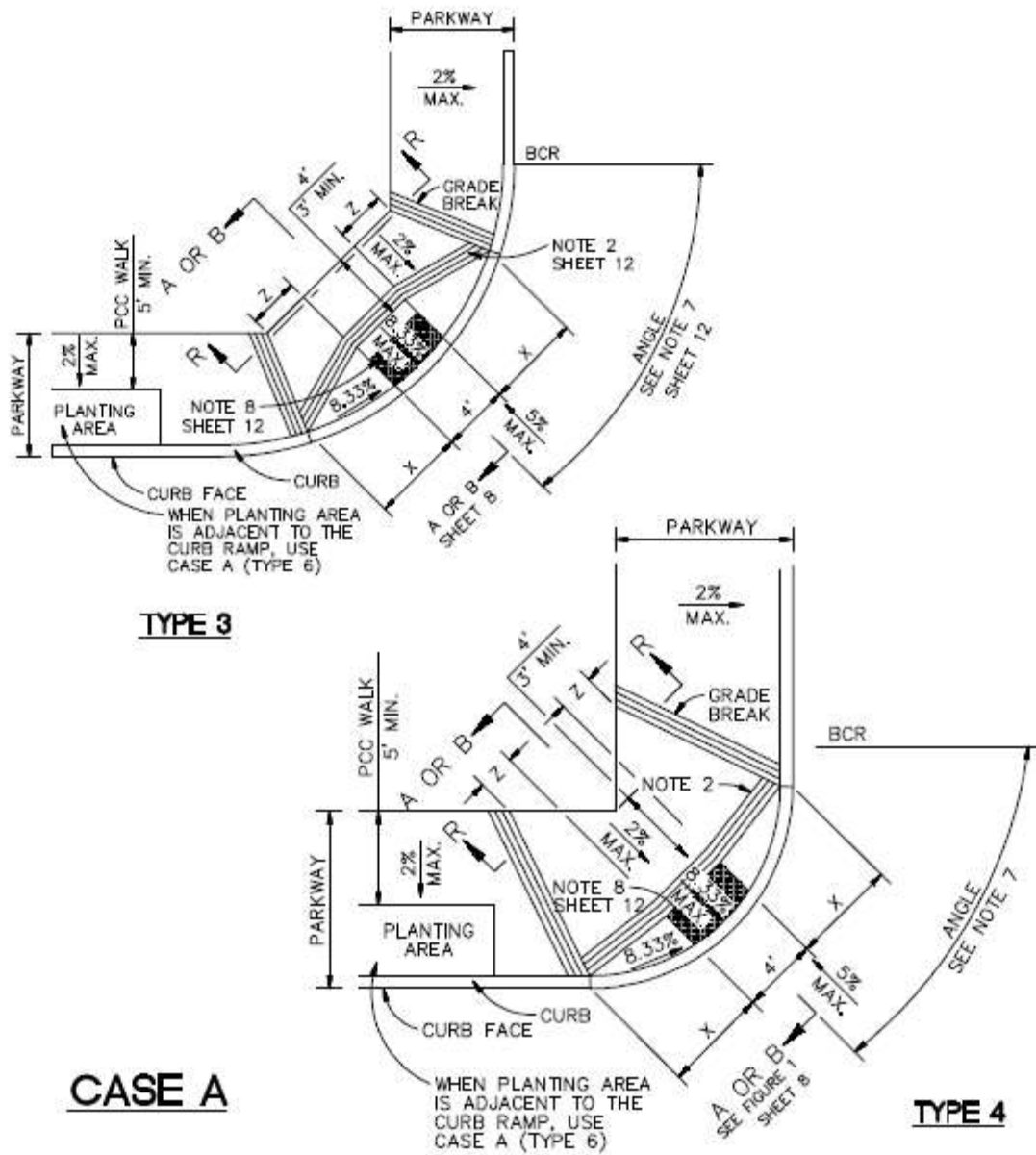
NOT TO SCALE

APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER		11/25/14 DATE		SIDEWALK (PROPERTY LINE) CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
		REVISIONS			
DATE	BY	MARK	APPROVED	STANDARD NO. SC-204 SHT 1 OF 1	



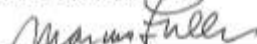
NOT TO SCALE

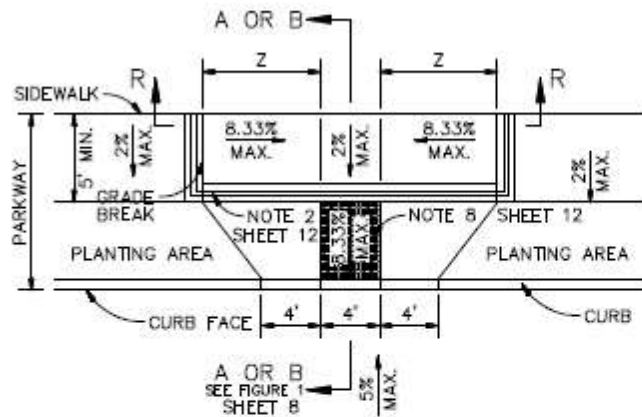
APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				11/25/14 DATE		CURB RAMP	
REVISIONS						CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
DATE	BY	MARK	APPROVED			STANDARD NO. SC-215	
						SHT 1 OF 12	



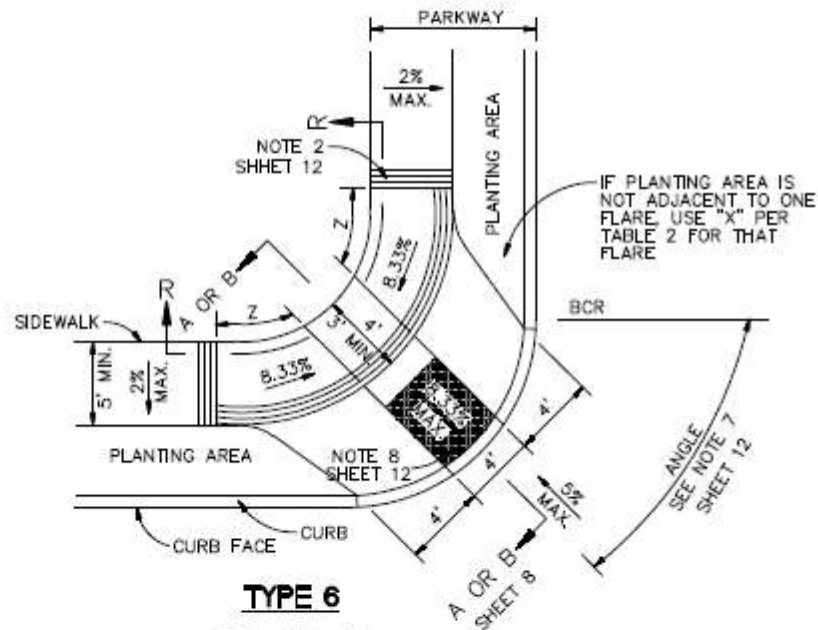
ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				CURB RAMP	
REVISIONS					
DATE	BY	MARK	APPROVED		
				CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
				STANDARD NO. SC-215	SHT 2 OF 12



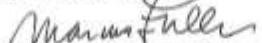
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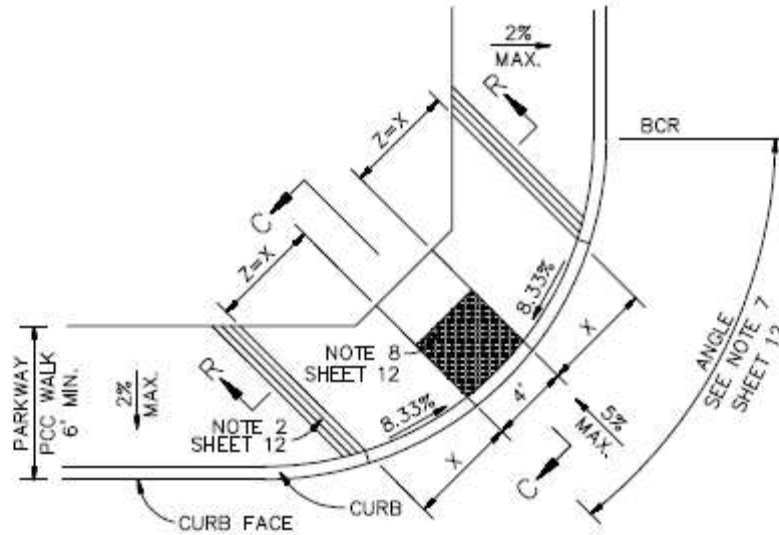
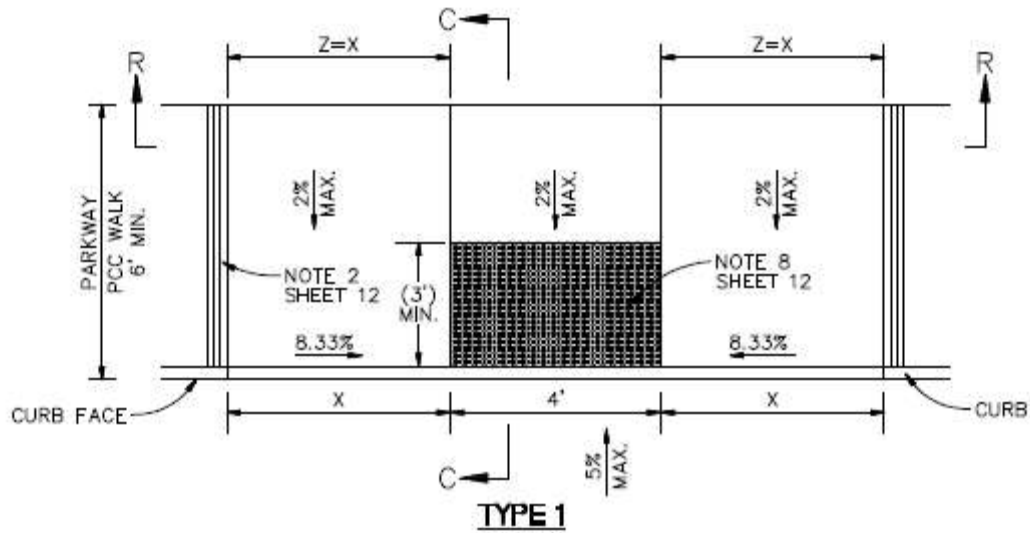


**TYPE 6
CASE A**

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				CURB RAMP	
REVISIONS				CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
DATE	BY	MARK	APPROVED	STANDARD NO. SC-215	
				SHT 3 OF 12	

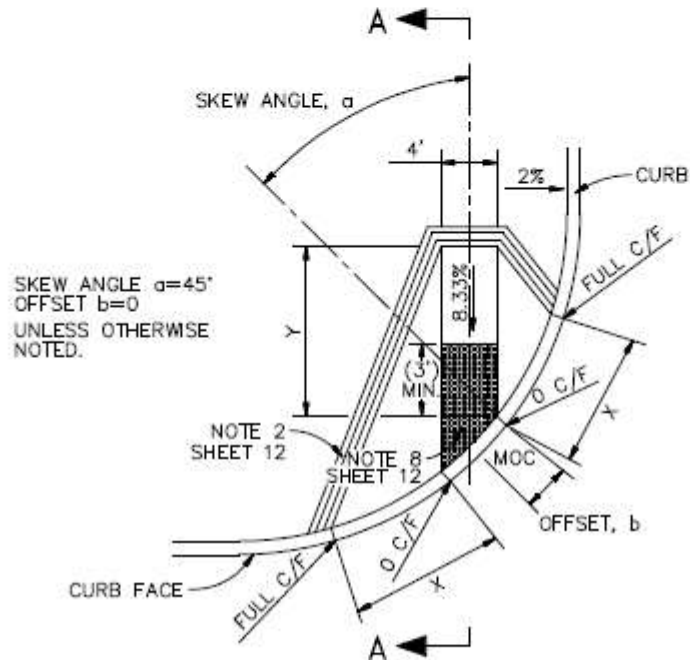


CASE B

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

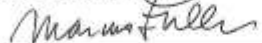
APPROVED BY: P.W. DIRECTOR/CITY ENGINEER 11/25/14 DATE				CURB RAMP	
REVISIONS				CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
DATE	BY	MARK	APPROVED	STANDARD NO. SC-215 SHT 4 OF 12	

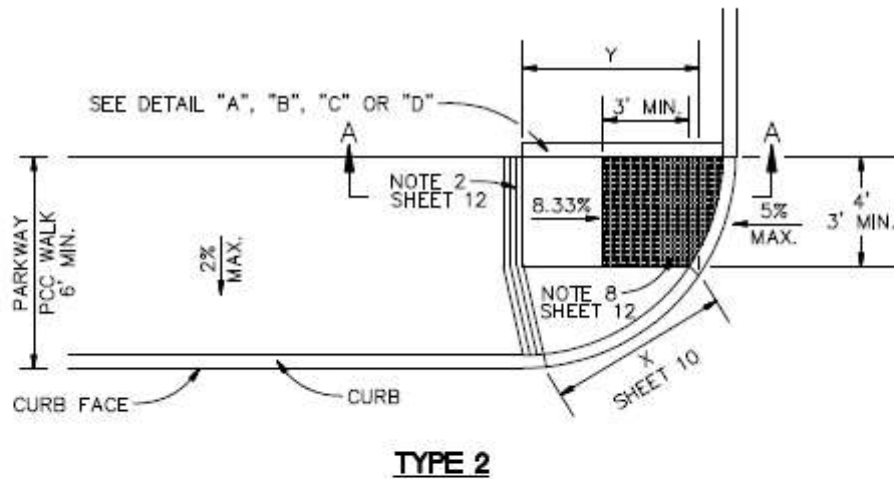
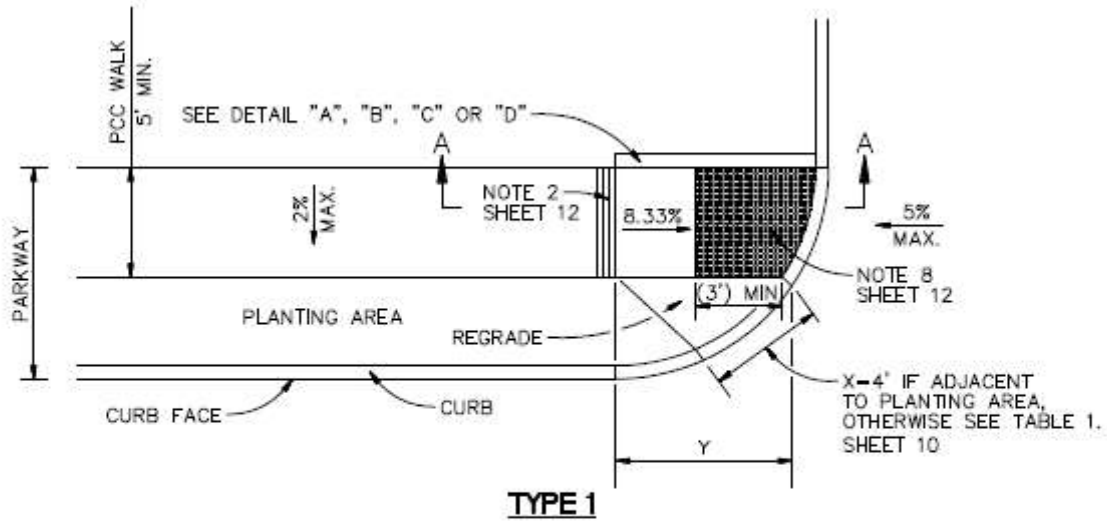


CASE C

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

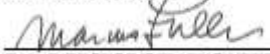
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REVISIONS					
DATE	BY	MARK	APPROVED	CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
STANDARD NO. SC-215				SHT 5 OF 12	

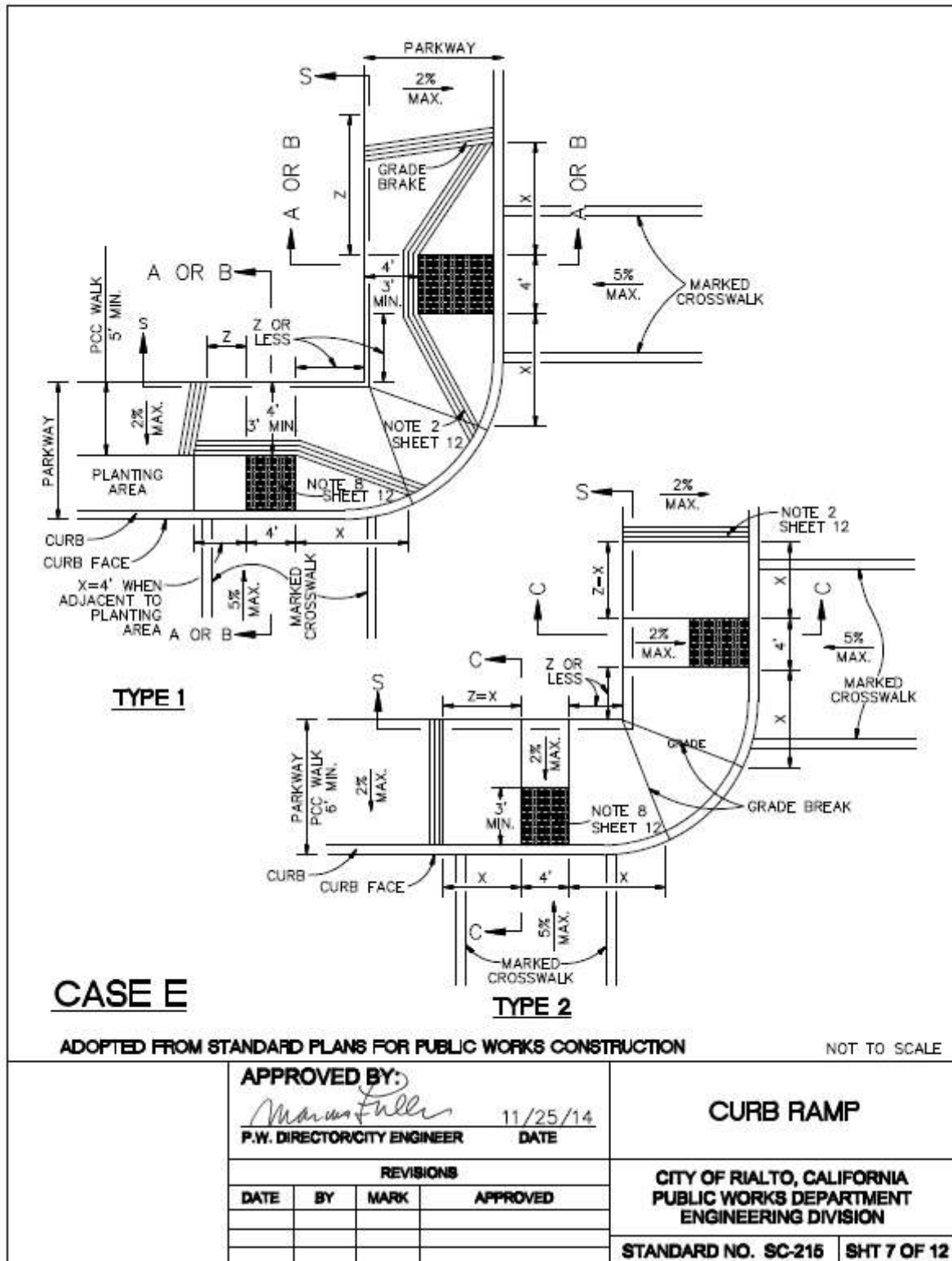


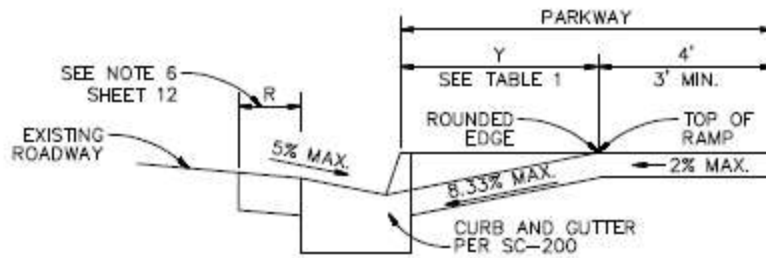
CASE D

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

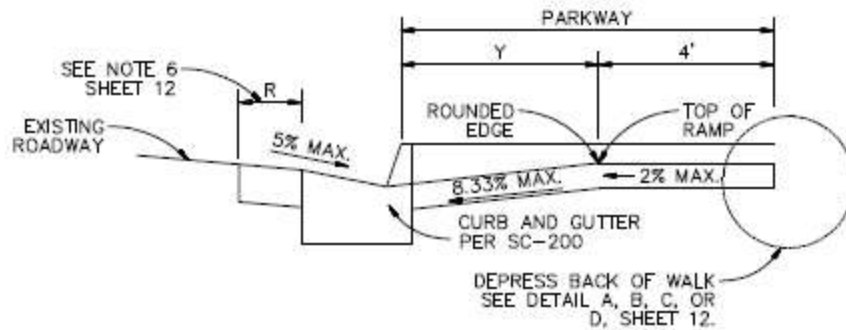
APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				11/25/14 DATE		CURB RAMP	
REVISIONS							
DATE	BY	MARK	APPROVED		CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION		
					STANDARD NO. SC-215		
					SHT 6 OF 12		



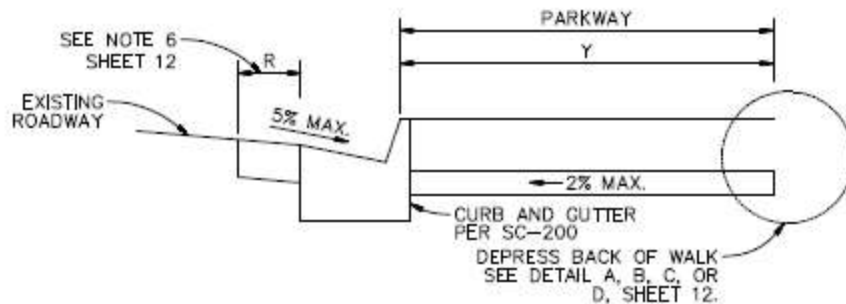


SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B, OR C-C IS APPROPRIATE.
SHEET 10



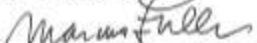
SECTION B-B

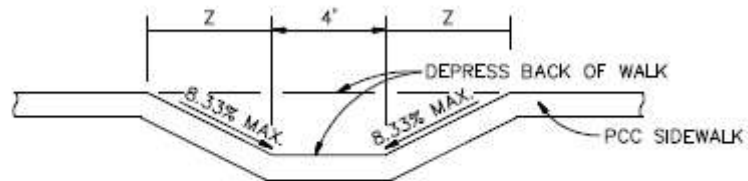


SECTION C-C

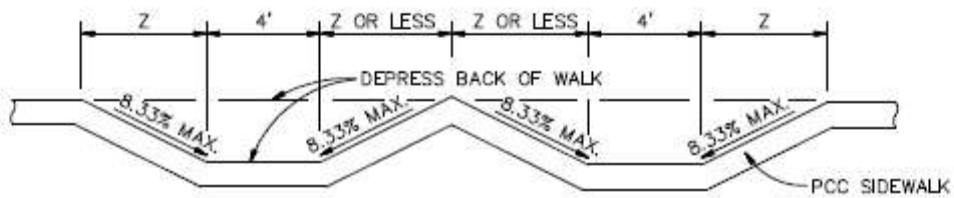
ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				11/25/14 DATE		CURB RAMP	
REVISIONS				CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION			
DATE	BY	MARK	APPROVED	STANDARD NO. SC-215			
				SHT 8 OF 12			



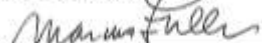
SECTION R-R

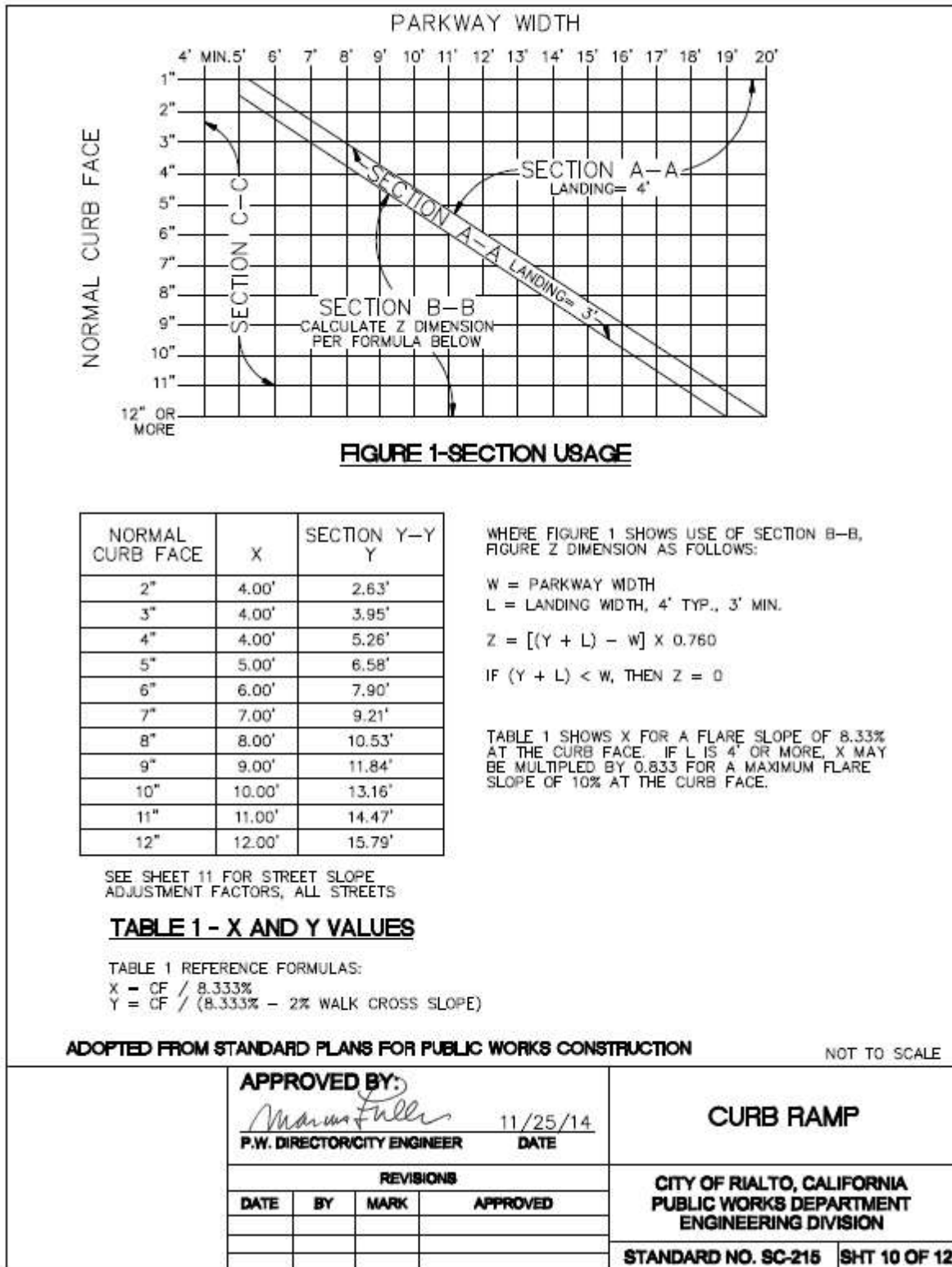


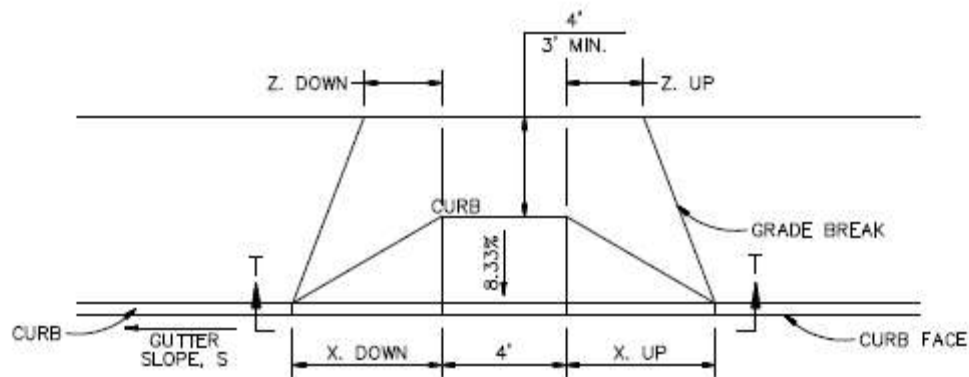
SECTION S-S

ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

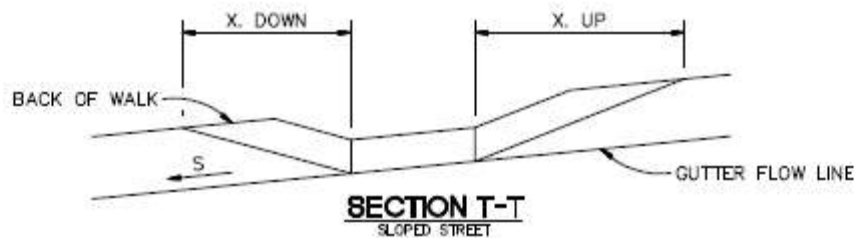
NOT TO SCALE

	APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				11/25/14 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		





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	1.583
4%	0.676	1.923
5%	0.625	2.500

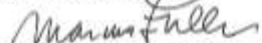
TABLE 2 - SLOPE ADJUSTMENTS

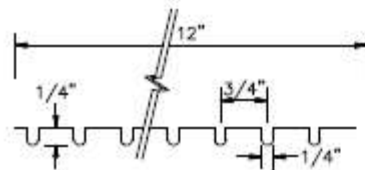
TABLE 2 REFERENCE FORMULAS:
 $K. DOWN = 8.333\% / (8.333\% + S)$
 $K. UP = 8.333\% / (8.333\% - S)$

STREET SLOPE ADJUSTMENTS

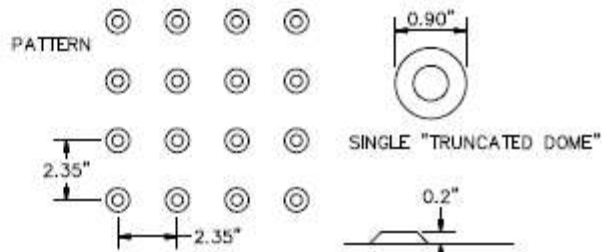
ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

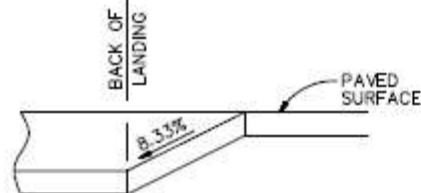
APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER		11/25/14 DATE		CURB RAMP	
REVISIONS					
DATE	BY	MARK	APPROVED	CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
STANDARD NO. SC-215				SHOT 11 OF 12	



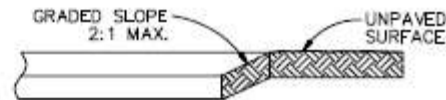
GROOVING DETAIL



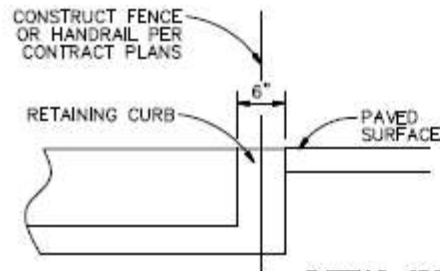
DETECTABLE WARNING DETAIL



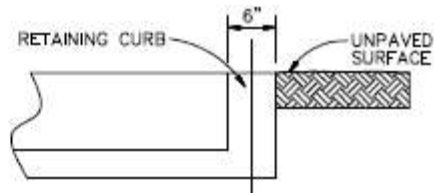
DETAIL 'A'



DETAIL 'C'



DETAIL 'B'



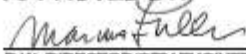
DETAIL 'D'

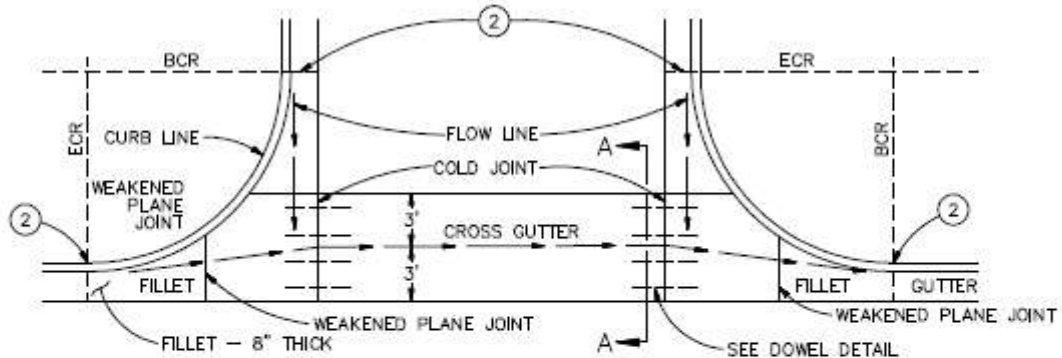
GENERAL NOTES:

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.

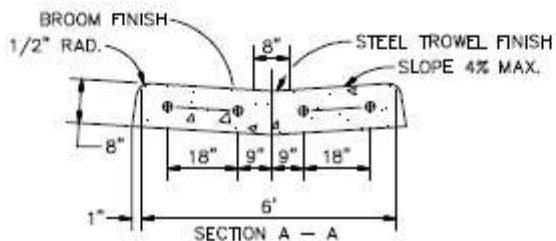
ADOPTED FROM STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

NOT TO SCALE

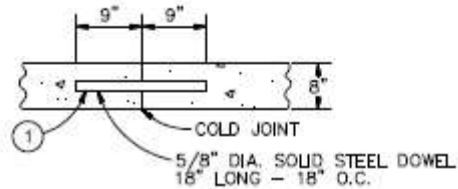
APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER		11/25/14 DATE		CURB RAMP	
REVISIONS					
DATE	BY	MARK	APPROVED	CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
STANDARD NO. SC-215				SHT 12 OF 12	



PLAN VIEW



CROSS GUTTER



DOWEL DETAIL


NOTES:

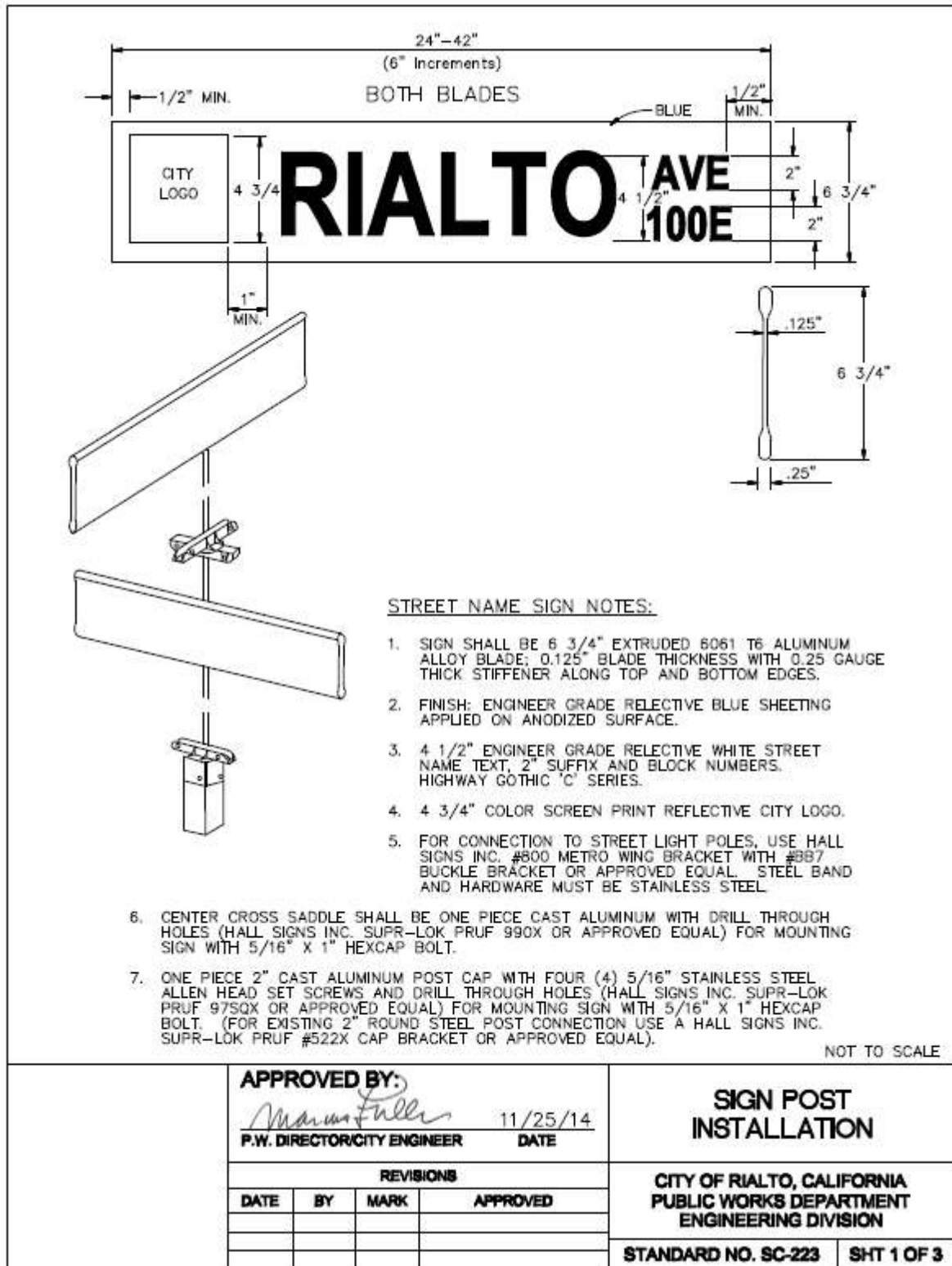
- ① COAT 1/2 THE LENGTH OF DOWELS WITH GREASE TO PROVIDE SLIPPAGE.
- ② 1/2" EXPANSION JOINT AT BEGINNING AND END OF CURB RETURN, PER STANDARD NO. SC-209.

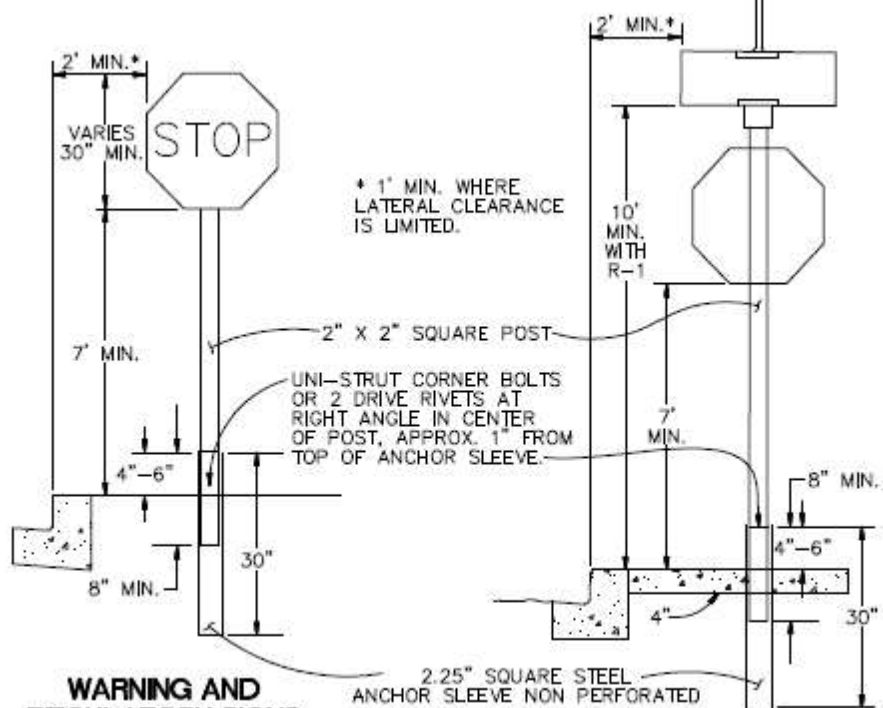
NOTES:

1. ALL CONCRETE SHALL BE CLASS 520-C-2500.

NOT TO SCALE

<div>APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER</div>				<div>11/25/14 DATE</div>	<div>CROSS GUTTER AND FILLET</div>	
REVISIONS						
DATE	BY	MARK	APPROVED			
				CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION		
				STANDARD NO. SC-216		
				SHT 1 OF 1		

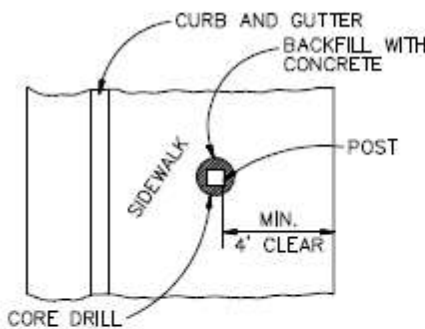




WARNING AND REGULATORY SIGNS
SEE NOTE 7 PAGE 3

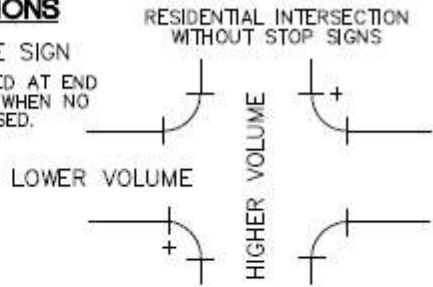
STREET NAME SIGN
SEE NOTE 7 PAGE 3

SAMPLE SIGN LOCATIONS



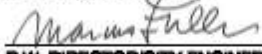
PLAN VIEW

+ STREET NAME SIGN
SIGNS TO BE PLACED AT END OF CURB RETURN WHEN NO STOP SIGNS ARE USED.



SEE GENERAL NOTES ON SHEET 3 OF 3 FOR THESE AND OTHER TYPES OF SIGNS.

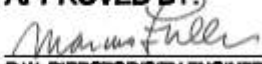
NOT TO SCALE

APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER				11/25/14 DATE		SIGN POST INSTALLATION	
REVISIONS						CITY OF RIALTO, CALIFORNIA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
DATE	BY	MARK	APPROVED				
						STANDARD NO. SC-223	SHT 2 OF 3

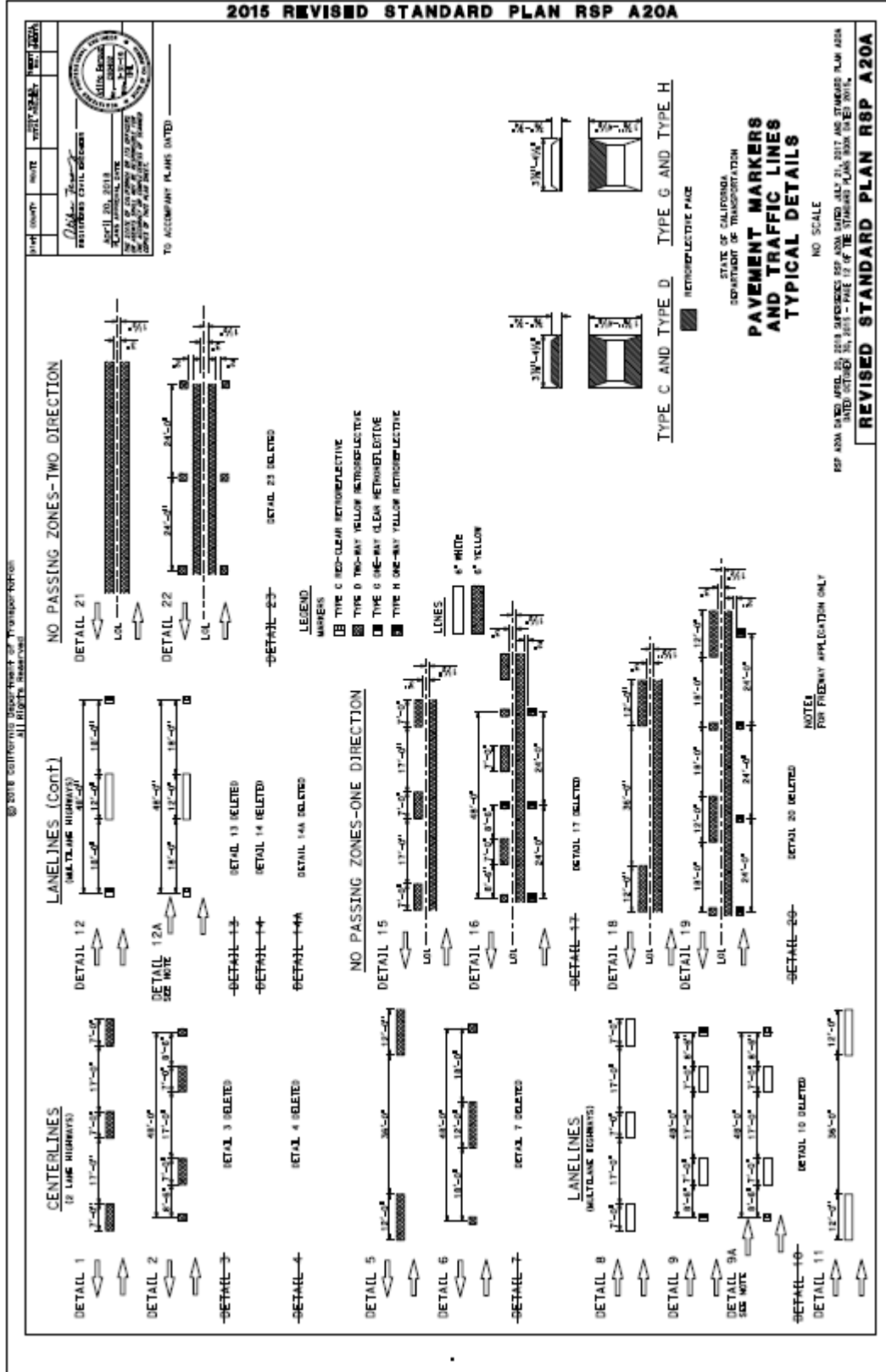
GENERAL NOTES:

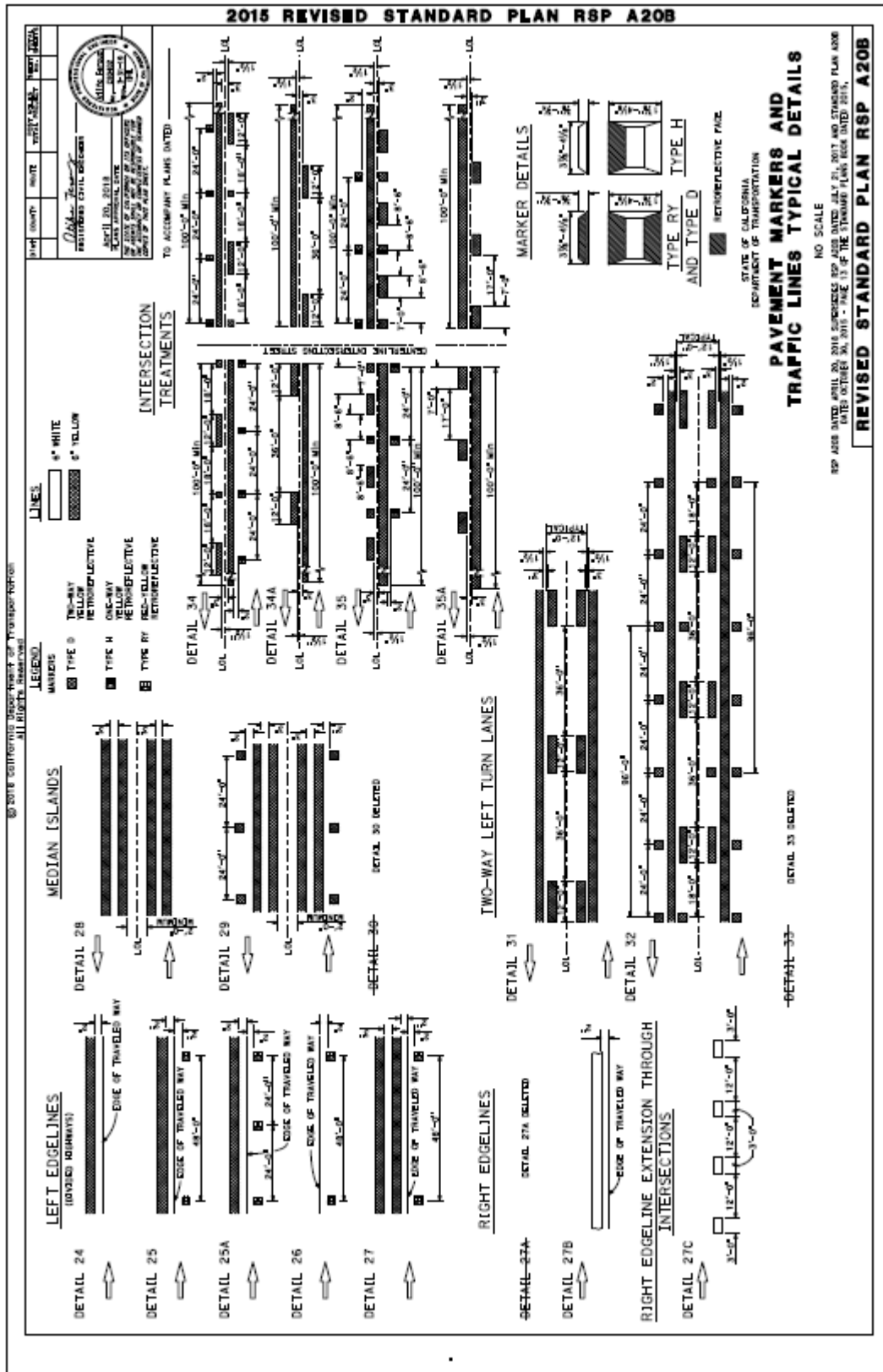
1. SIGN SHALL CONFORM TO STATE OF CALIFORNIA SPECIFICATIONS, UNLESS OTHERWISE APPROVED OR DIRECTED BY THE CITY ENGINEER. WARNING AND REGULATORY SIGNS SHALL BE A MINIMUM 30" HIGH ON LOCAL RESIDENTIAL STREETS.
2. NEW AND RELOCATED SIGNS SHALL BE INSTALLED USING STANDARD PERFORATED POSTS AND NON-PERFORATED ANCHOR SLEEVES OR APPROVED EQUALS. POSTS AND SLEEVES SHALL BE GALVANIZED.
3. SIGN POST SHALL BE 2" X 2" AND OF SUFFICIENT LENGTH TO EXTEND FROM THE TOP OF THE SIGN(S) TO A MINIMUM OF 8" INTO THE ANCHOR SLEEVE AND PROVIDE 7" OF CLEARANCE BETWEEN FINISHED GRADE AND THE BOTTOM OF THE SIGN(S).
4. ANCHOR SLEEVES SHALL BE 2 1/4" X 2 1/4" X 30" LONG AND SHALL EXTEND 2" ABOVE FINISHED GRADE AFTER INSTALLED. ANCHOR SLEEVE SHALL BE DRIVEN INTO COMPACTED SOIL.
5. POSTS SHALL BE ATTACHED TO THE ANCHOR SLEEVES USING UNI-STRUT CORNER BOLTS OR TWO UNI-STRUT DRIVE RIVETS AT RIGHT ANGLES TO EACH OTHER.
6. SIGNS SHALL BE ATTACHED TO POSTS USING UNI-STRUT DRIVE RIVETS OR OTHER CITY APPROVED TECHNIQUES.
7. ALL (R-1) STOP SIGNS SHALL BE MADE WITH VIP GRADE REFLECTIVE MATERIAL. STOP SIGN LOCATIONS SHALL CONFORM TO THE LATEST VERSION OF CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

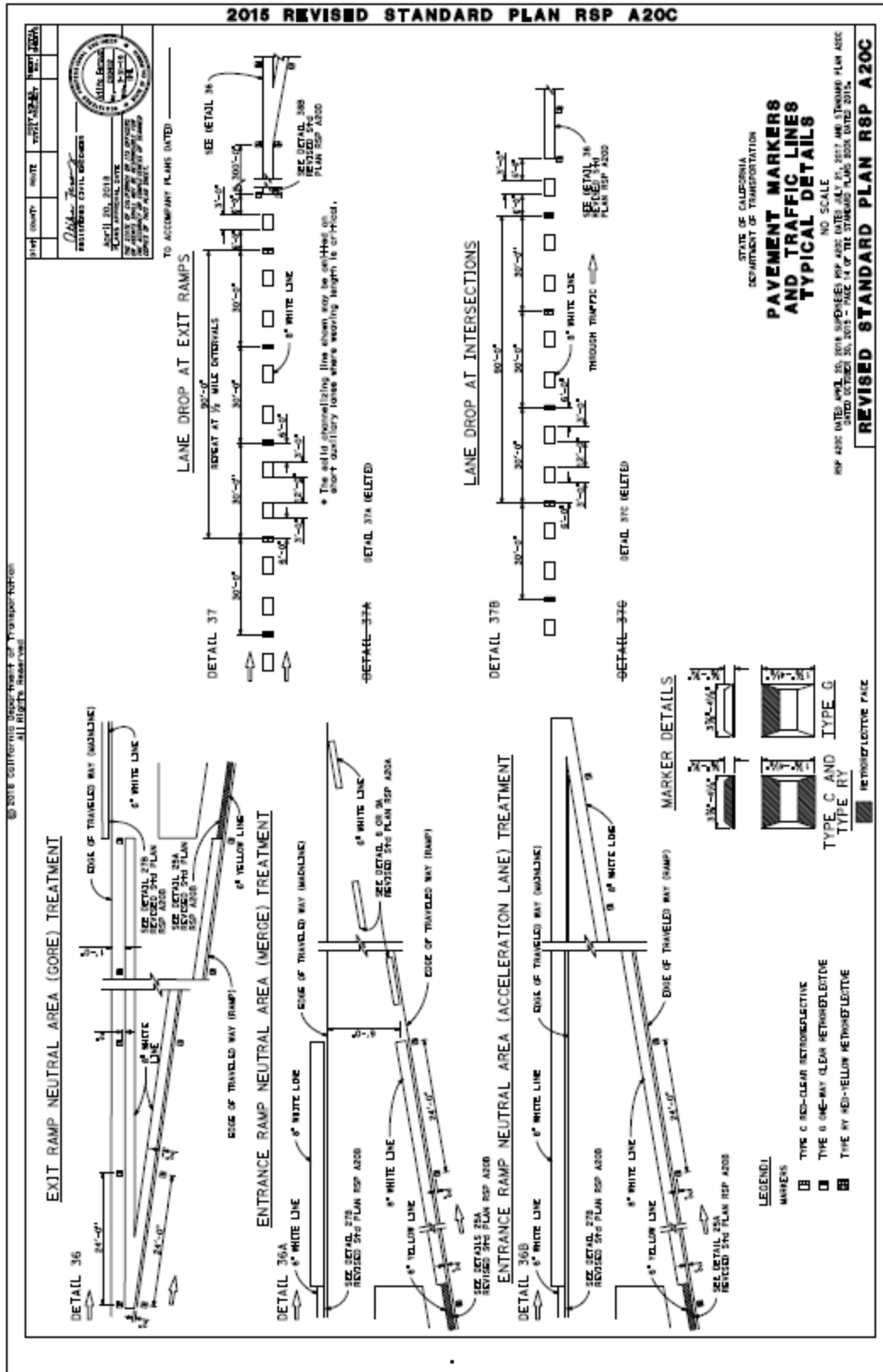
NOT TO SCALE

	<p>APPROVED BY:  P.W. DIRECTOR/CITY ENGINEER 11/25/14 DATE</p>	<p>SIGN POST INSTALLATION</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: 15%;">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															
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">STANDARD NO. SC-223</td> <td style="width: 40%;">SHT 3 OF 3</td> </tr> </table>	STANDARD NO. SC-223	SHT 3 OF 3														
STANDARD NO. SC-223	SHT 3 OF 3																	

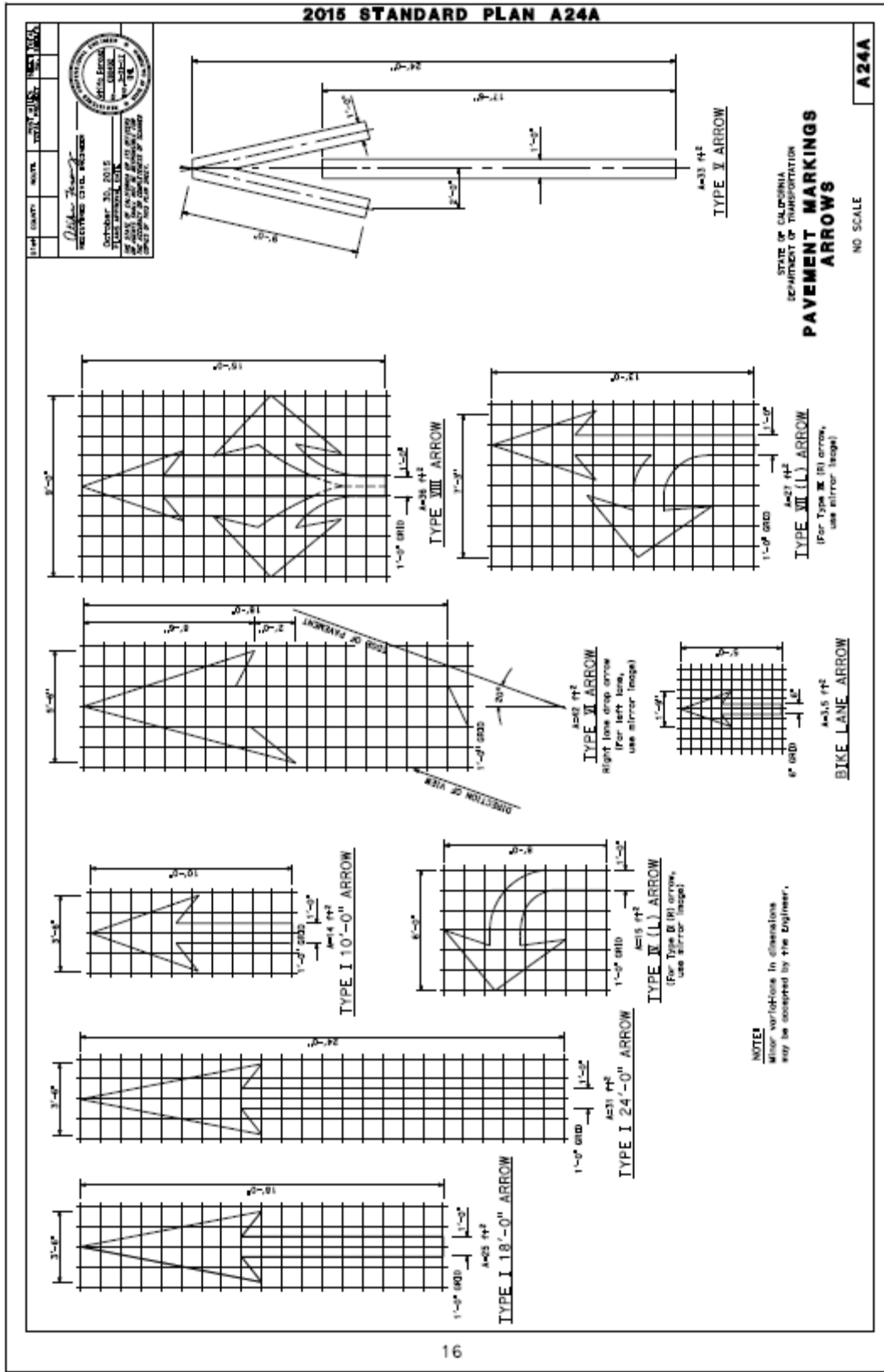
2015 REVISED STANDARD PLAN RSP A20A



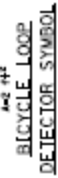
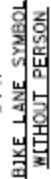
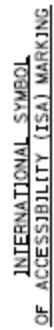
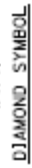




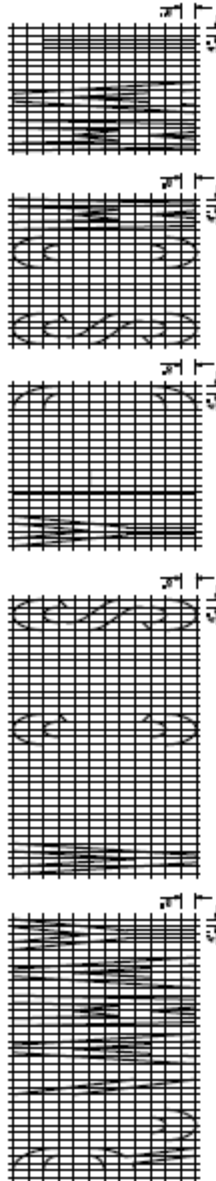




NOTE: Minor variations in dimensions may be accepted by the Engineer.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**

A-19 f+2
$$\underline{A=23+2}$$
A-24 r+2
$$\underline{A=42+2}$$
$$\underline{A=43 \div 2}$$


A-21 4+2

$$\frac{1}{f+2}$$
 $\frac{1}{T}$
$$\frac{r+2}{r}$$

-35 r+2

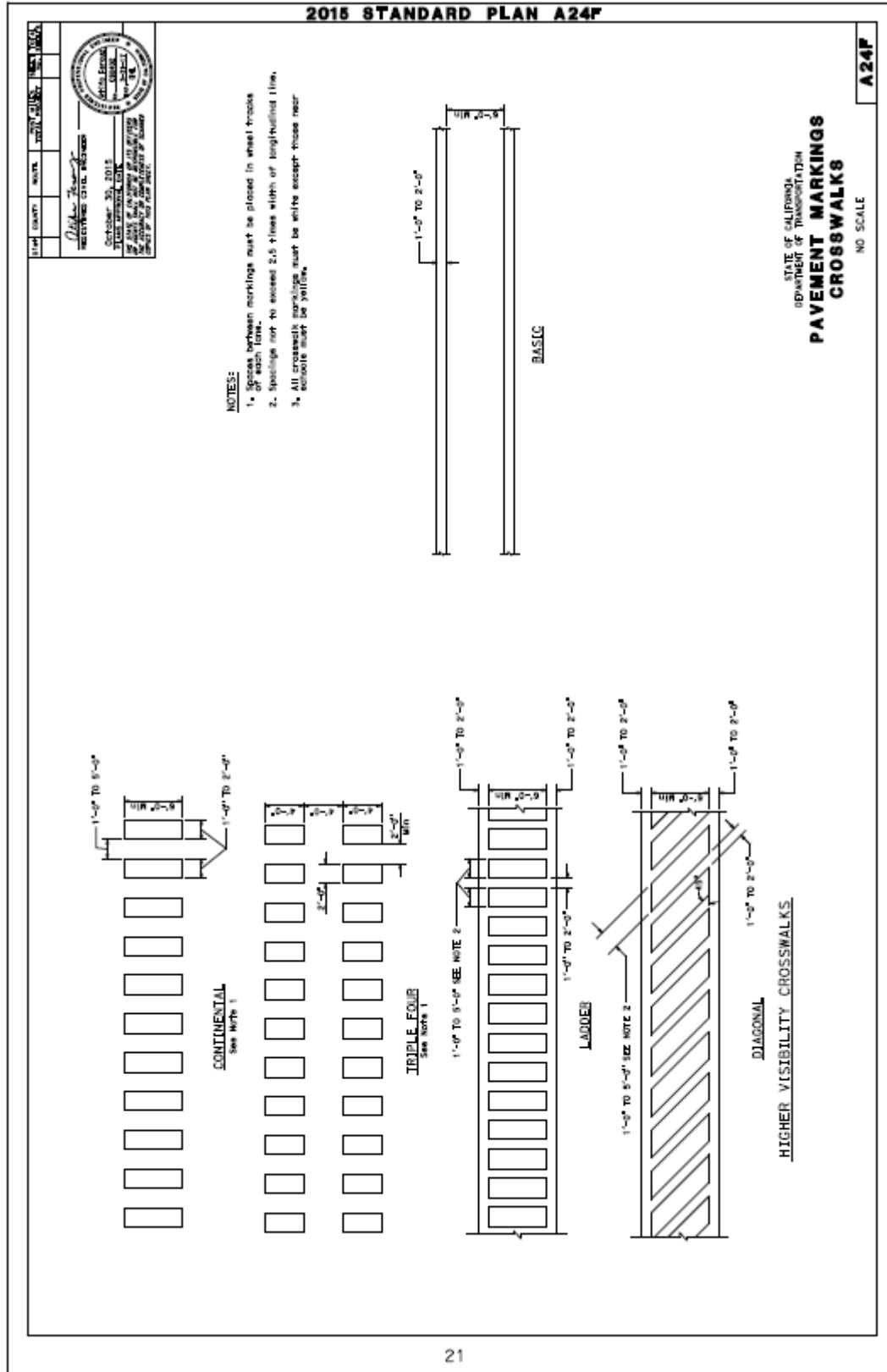
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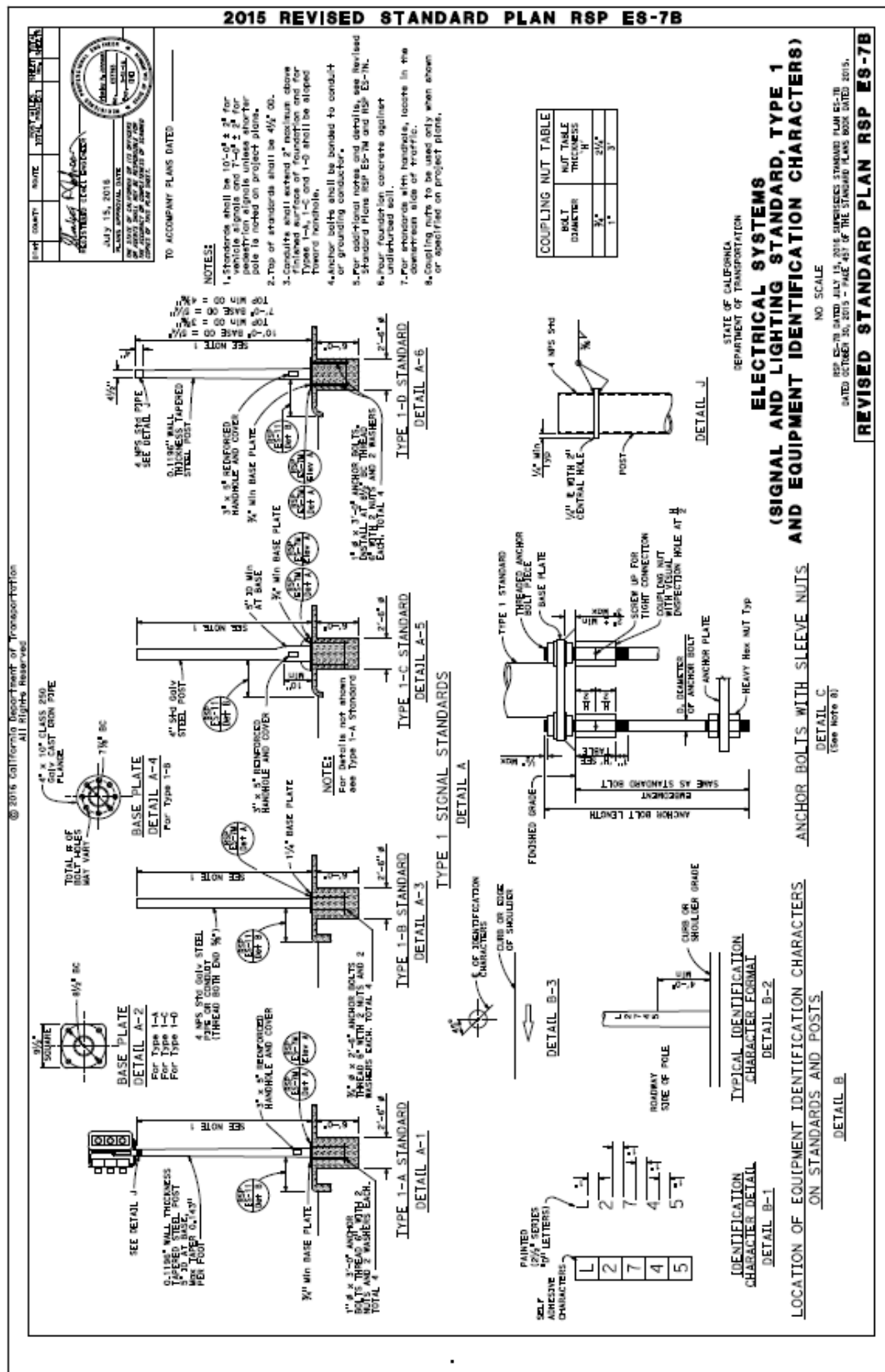
1. If a message consists of more than one word, it must read "_____, I, _____, the first name must be repeated the driver."
2. The space between words must be at least four times the normal space between words. The space must not be more than twice the height of the characters.
3. The space may be reduced appreciably where there is limited space because of local conditions.
4. Minor variations in dimensions may be accepted by the Engineer.
5. Portions of a letter, number or symbol may be accepted by connecting segments not in excess of 1/16" in width.

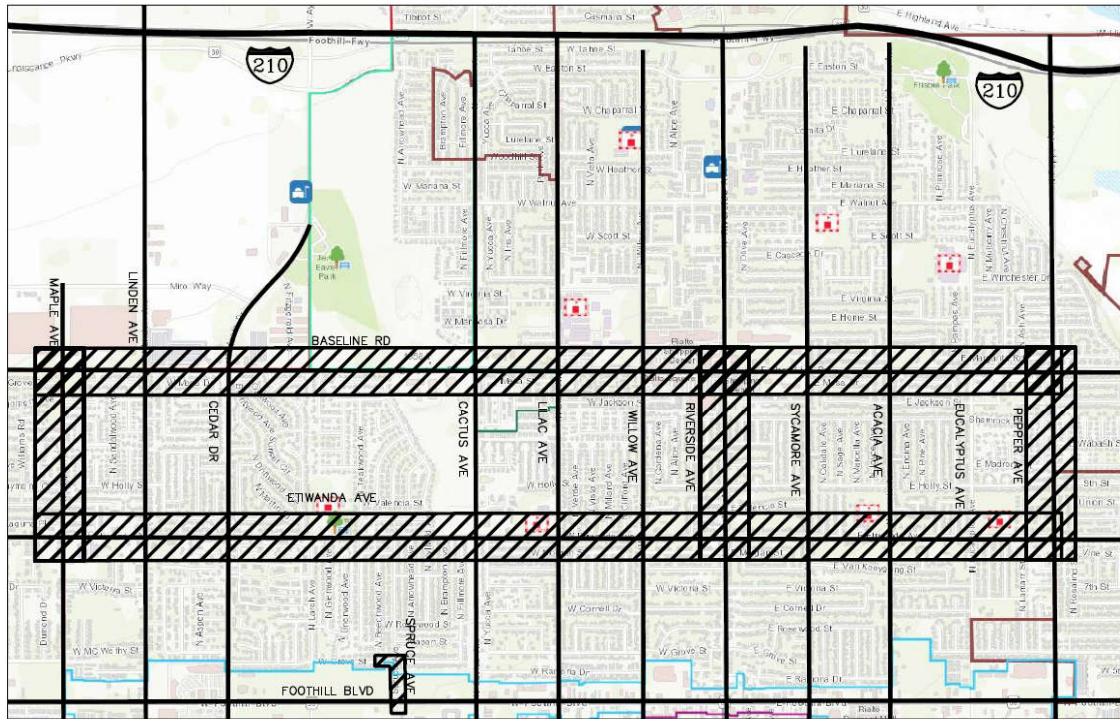
WORD MARKINGS							
ITEM	++	ITCM	++	ITCM	++	ITCM	++
21ND	21	VID 3	24	DOSE	5	PO	18
41ZK	31	SCHOOL	35	SLOW	23	COMPACT	10
WAT	19	SIGNAL	32	STOP	22	REMARK	43
LANE	6	TURN	24	LEFT	19	RIGHT	42

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A24D







= PROJECT SITE

VICINITY MAP

N.T.S.