

BID DOCUMENTS FOR

ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2

City of Wildomar
Department of Public Works
23873 Clinton Keith Road, Suite 110
Wildomar, CA 92595
(951) 677-7751

Bids Due: 2:00 PM on Monday, June 12, 2023

At the City Clerk's Office, Wildomar City Hall
23873 Clinton Keith Road, Suite 110, Wildomar, CA 92595

Questions and inquires may be submitted in writing via email until 5:00 pm on Friday, June 2, 2023 to:

Cameron Luna,
Project Manager
cluna@cityofwildomar.org

All responses will be made available to all bidders

Table of Contents	
PART I – BIDDING REQUIREMENTS	1
Section A. Invitation to Bid	2
Description of Work	2
Obtaining Contract Documents	2
Submission of Proposals	2
Proposal Guarantee	3
Construction License	3
Award	3
Rejection of Bids	3
Disqualification of Bidder	4
Relief of Bidder	4
Prevailing Wages	4
Bonds	4
Section B. Instruction to Bidders	5
Introduction	5
Local Conditions	5
Form of Bid and Signature	6
Submission of Bids	7
Preparation of Bid	7
Bid Security	7
List of Subcontractors	8
Interpretation of Contract Documents	8
Modification of Bids	
Withdrawals of Bids	8
Discrepancies	9
Servicing and Maintenance	9
Disqualification of Bidders	9
Award of Contract (Agreement)	9
Contract Bonds	10
Substitution of Securities for Monies Withheld	10
Execution of Contract	10
Return of Bid Securities	11
Power of Attorney	11
Time of Completion	11
Licensing Requirements for Contractors	11
Prevailing Wages	12
Escrow of Bid Documents	12
Preconstruction Conference	12
Part II – Bidding Documents	. 13
Section A. Bidder's Checklist	14
PART I. Bid Schedule and Bid Form	15

PART II. Bond Accompanying Bid	
PART III. Non-Collusion Affidavit	
PART IV. Experience/Qualifications	
PART V. Designation of Subcontractors	
PART VI. Insurance Requirements	16
PART VII. Project Inspection	16
PART VIII. Bond Requirements	16
PART IX. Completion	
PART X. Addenda	16
Section B. Bid Proposal Form	
Section C. Bid Schedule	19
Section D. Bidder's Bond	24
Section E. Non-Collusion Affidavit	25
Section F. Experience/Qualifications Statement	26
Section G. Designation of Subcontractors	27
Part III – Agreement for Construction Services	28
Part IV – Technical Specifications	73
STANDARD SPECIFICATIONS	
BID ITEM SPECIAL PROVISIONS	84
Part V – Appendices	
Appendix A. Standard Plans	
Appendix B. Spot Repair Locations	
Annendix C Tyne II Slurry Streets (Rase Rid)	135

PART I – BIDDING REQUIREMENTS

Section A. Invitation to Bid

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595 until **2:00 pm** local time on **Monday, June 12, 2023**, for furnishing all labor, material, tax, transportation, equipment, and services necessary for the:

ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2

Bids will be opened and tabulated by or on behalf of the City Clerk at the City Clerk's designated office immediately after 2:00 o'clock pm, on said **Monday**, **June 12**, **2023**. Any bids received after the time specified shall be returned unopened.

Bids will be opened and tabulated immediately after the time bids are due in the City Council Chambers located at 23873 Clinton Keith Rd., Suite 106, Wildomar, California, 92595.

Questions and inquires may be submitted in writing via e-mail **until 5:00 pm on Friday**, **June 2**, **2023** to Cameron Luna, Project Manager at cluna@cityofwildomar.org. All responses will be made available to all bidders.

• Description of Work

The proposed work shall be performed in accordance with the plans, specifications and other contract documents and shall consist of the following:

Removal and Pulverization of existing asphalt concrete pavement and aggregate base, reconstruct PCC ramps, Modify drainage inlets and drainage crossings; Perform Crack Seal, Type II Microsurfacing, ARAM surfacing, Asphalt surfacing, ARHM surfacing, and Type II PME-RAP Slurry; Reinstall pavement markings, striping, and traffic loops; Adjust utility manholes and valves to grade and all items not mentioned but indicated in the Plans, Specifications, and the Technical Specifications within the Contract Documents.

Obtaining Contract Documents

Plans, specifications and other contract documents may be examined and/or obtained at the Wildomar City Hall, located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595. A copy of bid documents may be obtained electronically (PDF format) at the City website (http://www.cityofwildomar.org/business/bid_opportunities/rfps_rfqs) or at City Hall for \$40.00. The amount of the payment is non-refundable.

Submission of Proposals

All proposals must be submitted not later than the time prescribed. The bidder is wholly responsible to see that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening bids.

Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the contract documents.

Hand delivered bids on the day of the bid opening shall be made to the City Clerk at the address set forth above. Mailed bids must be received by the City prior to the hour and date of the bid opening and shall be addressed to the City Clerk at the address set forth above.

Attention is directed to the provisions of Business and Professions Code section 7028.15, which makes it a misdemeanor for any person without a valid contractor's license (with specific exceptions) to submit a bid to act as a Contractor to a public agency.

• Proposal Guarantee

Each bid must be sealed and accompanied by cash, a cashier's check, or bid bond, executed on the prescribed form, in an amount not less than ten (10) percent of the total bid price payable to the City of Wildomar.

The cash, cashier's check, or bid bond shall be given as a guarantee that the successful bidder will enter into a written contract within ten (10) days after being requested to do so and will be considered as the stipulated amount of liquidated damages in the event the bidder is unable to or refuses to execute a contract for the work. Upon an award to the successful bidder, the security of unsuccessful bidders shall be returned in a reasonable period of time.

Bidders are hereby notified that in accordance with the provisions of Public Contracts Code section 22300, securities may be substituted for any monies, which the City may withhold pursuant to the terms of this Contract to ensure performance.

If the bidder elects to provide a bid bond, the bond shall be furnished by a company that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer."

• Construction License

The successful bidder must possess a current Class "A" Contractor's License issued by the State of California.

Award

The award shall be made to the lowest responsible bidder submitting the lowest responsive bid. The award of Contract will be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he has received the Contract from the City.

The City reserves the right to waive any irregularity in the proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

Rejection of Bids

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the Contract documents may be rejected. The City reserves the right to make all awards in the best interest of the City.

Disqualification of Bidder

If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered and the City may likewise elect to reject all bids received.

Relief of Bidder

Attention is directed to the provisions of Public Contracts Code section 5101 and following, concerning relief of bidders and in particular to the requirements therein that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

Prevailing Wages

Bidders are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful bidder. Copies of the prevailing wage rates are on file with and available upon request from the City Engineer. The requirement to pay these wage rates and rates not so specified is further detailed in Section 31 of the Agreement for Construction Services (Agreement). It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

Bonds

The successful bidder will be required to furnish, prior to the performance of any work hereunder, a payment bond in an amount equal to one hundred percent (100.0%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100.0%) of the Contract price. The bonds must be approved by the City. Each bond must be furnished by a company, acceptable to the City, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and which maintains at least one office in California for conducting business. Prior to such approval, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Riverside County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. Code § 995.311).

Date:	5/24/2023	By:	
			Jason Farag, PE

Capital Projects Manager

Section B. Instruction to Bidders

Introduction

Each bid shall be in accordance with the Contract Documents. The Invitation to Bid will specify the method to obtain the Contract Documents and Plans.

Local Conditions

(a) The quantities of work or material stated in the unit price items of the Bidding Schedule are given only as a basis for the comparison of Bids, and the City does not represent or warrant that the actual amount of work or material will correspond therewith but reserves the right to increase or decrease the quantity of any unit price item of the work as may be deemed necessary or expedient by the City Engineer or designated representative.

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

Where the City Engineer has made investigations of surface and subsurface conditions in areas where work is to be performed under the Agreement, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, bidders or Contractor may, upon written request, inspect the records of the City Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the City Engineer.

The records of such investigations are not a part of the Agreement and are made available for inspection solely for the convenience of the bidder or Contractor. It is expressly understood and agreed by bidder or Contractor that neither the City nor the City Engineer assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the City Engineer in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the City Engineer's investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by bidder that the log of test borings does not constitute a part of the Agreement, represents only the opinion of the City Engineer as to the character of the materials encountered in the test borings, is included with the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be

shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

The availability or use of information described in this Section or the Technical Specifications is not to be construed in any way as a waiver of the provisions of this Section and a bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

No information derived from such inspection of records of investigations or compilations thereof made by the City Engineer or its assistants will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Agreement.

Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Agreement.

Each bidder shall inform itself of, and the bidder awarded an Agreement, shall comply with, Federal, State and Local laws, relative to the execution of the work. This requirement includes, but is not limited to, applicable laws and regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non burning requirements, permits, fees, and similar subjects.

Form of Bid and Signature

(a) Bids shall be submitted only on the forms attached hereto and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the Specifications. If the Bid is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given; if it is made by a partnership, it shall be signed with the co partnership name by a member of the partnership, who shall also sign the member's own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation, the name of the corporation shall be given and it shall be signed by its duly authorized officer or officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Bids will be considered only from persons licensed as required under applicable provisions of the Contractors License Law (California Business and Professions Code section 7000, et seq.) and regulations adopted pursuant thereto; and each bidder shall insert his type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic or electronic Bid or modification of a Bid will be considered.

Submission of Bids

(a) All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed contract documents. Each Bid must be submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the bidder and name of the project. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification will result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place as specified in the Invitation to Bid, unless changed by addendum.

Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it unresponsive and will cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid will be considered. All bids will be opened and read publicly. Bids will be opened and tabulated immediately after the time bids are due in the City Council Chambers located at 23873 Clinton Keith Rd., Suite 106, Wildomar, California, 92595.

Where bonds are required, the bidder shall name in its Bid the surety or sureties who have agreed to furnish said bonds.

Bid Security

(a) All Bids shall be accompanied by a Bid Security. Such Bid Security shall include cash, cashier's check made payable to the City of Wildomar or a Bid Bond executed by an admitted surety insurer. The Bid Security must be enclosed in the same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10%) of the total amount of the Bid.

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

Bid Bonds must be provided on the Bid Bond form set forth in Part II, Section D, Bidders Bond. The Bid Bond must be furnished by a company, acceptable to the City, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and that maintains at least one office in California for conducting business.

List of Subcontractors

- (a) Each bidder shall set forth in his Bid on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:
- (1) The name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one half of one percent (0.5%) of the prime Contractor's total Bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

The portion of the work which will be done by each such Subcontractor, only one Subcontractor shall be listed for each such portion of the work as defined in the Bid.

The bidder is considered the prime contractor and shall perform at least fifty one percent (51.0%) of the work, as determined by a percentage of the value of the work.

- (b) If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract pursuant to Section B-8(a) above, the bidder agrees to perform that portion of the work itself.
 - Interpretation of Contract Documents

Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids. Neither the City Engineer nor any representative of the City is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the bidder that it has placed no reliance on any such oral explanation or interpretation. However, the City Engineer may, upon inquiry by bidder, orally direct the bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

Modification of Bids

A bidder may modify its Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

Withdrawals of Bids

Bids may be withdrawn without prejudice by written, telegraphic or electronic request received from bidder prior to the time for opening of Bids, and Bids so withdrawn will be returned to bidders

unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Security subject to retention as liquidated damages in like manner as in the case of failure to execute the Agreement after award, as in the Contract Documents herein provided. Negligence on the part of the bidder preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. The bonds must be approved by the City. Prior to such approval, the Surety shall provide the documentation required by California Code of Civil Procedure section 995.660.

Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

Servicing and Maintenance

Each bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

Disqualification of Bidders

(a) More than one Bid from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

Award of Contract (Agreement)

The City reserves the right to accept or reject any and all Bids for a period of sixty (60) days after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during that period.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non conforming, non responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form set forth in Part II, Section F, below, require a bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial

and other resources or other experience of the bidder (including the bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, will be to the responsible bidder submitting the lowest responsive bid.

The issuance by the City of a notice to the successful bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract.

Contract Bonds

(a) The successful bidder shall furnish both a Performance Bond and a Payment Bond in the amounts specified in the forms attached hereto.

These Bonds shall be furnished in the forms enclosed following the Contract and shall be satisfactory to the City and shall be obtained from a responsible corporate surety (or sureties) acceptable to the City, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the City. The premiums for said Bonds shall be paid by the successful bidder.

These Bonds shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." The surety shall provide the City with the documentation required by Section 995.660 of the California Code of Civil Procedure.

If any surety becomes unacceptable to the City or fails to furnish reports as to its financial condition as requested by the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the City shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the City gives the surety notice of such default at the time or before the exercise of any such right by the City, and, regardless of the terms of said Bonds, the exercise of any such right by the City shall in no manner affect the liability of the surety under said Bonds.

Substitution of Securities for Monies Withheld

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

Execution of Contract

The successful bidder will be notified in writing by the City of the award of the Contract within sixty (60) calendar days after opening of Bids. Accompanying the City's Notice of Award will be the Contract, in triplicate, which the successful bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate (see "Insurance" Section and Exhibit "B" of the Sample Contract Agreement found in Part III of these Bid Documents), to the City within ten (10) calendar days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the City will sustain by reason of such failure. The City will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible bidder, etc. The successful bidder shall also submit within ten (10) working days of the Notice to Proceed all material specifications and other project submittals to the City.

Return of Bid Securities

All Bid Securities will be held until the Contract has been finally executed, after which all Bid Securities, other than any Securities which have been forfeited, will be returned to the respective bidders.

Power of Attorney

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

Time of Completion

The time of completion of the work to be performed hereunder is the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the Agreement for Construction Services. A Notice to Proceed (NTP) will be issued after full execution of the Contract. All work, including submittal processing and approvals, shall be completed within **One Hundred Fifty (150) Working Days** of the date immediately following the day that the written Notice to Proceed (NTP) is issued from the City. The Contractor shall pay to the City of Wildomar the sum of \$1000 per day, for each and every calendar day's delay in finishing the contract work in excess of the number of working days prescribed above.

Licensing Requirements for Contractors

All bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

Prevailing Wages

Copies of the prevailing rate of per diem wages shall be on file at the office of the City Clerk, 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595, as well as the local office of the State Department of Industrial Relations and will be made available to any interested party on request. Copies of the prevailing rate of per diem wages shall also be on file at each job site.

Escrow of Bid Documents

Upon award of the job to the successful bidder, and at the time of execution of this Contract, Contractor shall present all documentation used by the successful bidder in arriving at the bid upon which the Contract was awarded ("Bid Documentation") to the City Engineer's office. Such documentation shall be presented in a sealed envelope or box. Notice to Proceed will not be granted until City receives notice that such documentation has been received. This Bid Documentation shall include, but not be limited to any documents, pictures, or writings which relate to, arise out of, or constitute in any way notes, memoranda, phone logs, subcontractor and materialmen estimates, computations, or the like used by, complied by, or drafted by the successful bidder or its agents in arriving at its bid for the Project.

Preconstruction Conference

A preconstruction conference will be convened after the Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the invitation to bid, bid proposal and general conditions of these specifications. Prior to any work, the Contractor shall provide the City Engineer with a list of key personnel assigned to the project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the preconstruction conference.

Part II – Bidding Documents

Section A. Bidder's Checklist

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City of Wildomar reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of bidder's Experience/Qualifications and past work history with the City.

The bidders' attention is especially called to the following Bid Proposal Forms which must be executed in full as required.

PART I. Bid Schedule and Bid Form

	Bid Schedule		
	The unit prices bid must be shown the space provided.	in the space provided.	The total bid price must be shown in
	Initial:	Date:	_
	Bid Form		
	To be filled in and signed by the bio	lder.	
	Initial:	Date:	_
PΑ	RT II. Bond Accompanying Bid		
	•	all be not less than ten	ompany unless bid is accompanied by percent (10%) of the total amount bid
	Initial:	Date:	_
PA	RT III. Non-Collusion Affidavit		
	A Non-Collusion Affidavit must be bid documents to be considered co	•	ubmitted with the bid proposal for the
	Initial:	Date:	_
PAI	RT IV. Experience/Qualifications		
	A statement of the Bidder's Experience with the bid proposal for the bid doc		st be filled out, signed, and submitted ed complete.
	Initial:	Date:	_
PΑ	RT V. Designation of Subcontracto	ors	
	A Designation of Subcontractors mudocuments to be considered compl		mitted with the bid proposal for the bid
	Initial	Data	

PART VI. In	surance Requirements	
	l, Section 22 of the Agreemen	nt for Construction Services, for this project have been reac
Initial:_		Date:
PART VII. P	Project Inspection	
The bid	dder certifies that he has toure	ed the project site, and is familiar with the work involved.
Initial:_		Date:
PART VIII. E	Bond Requirements	
hundre	ed percent (100.0%) of the Con	ormance bond issued by an approved surety equaling one ntract amount will be required. A payment bond equaling one ntract amount will also be required.
Initial:_		Date:
PART IX. C	ompletion	
	,	the method of work chosen by the bidder. It is the bidder's ne work in order to complete the work in the time specified.
Initial:_		Date:
PART X. A	ddenda	
The bi	•	must sign and attach any applicable addenda to the bio

Initial:_____ Date:____

Section B. Bid Proposal Form

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT (CIP 057-2 & 058-2), in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

Said bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within **One Hundred Fifty (150) Working Days**, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

The bidder acknowledges it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time the bid may not be withdrawn. The bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provid	ded	in the	e Bidde	er's C	Che	cklist	, enclo	sed is	a () cash	depo	sit, ()	casł	nier's	check, ()
surety bi	d bo	nd (c	check	as ap	pro	priate	e) in ar	n amou	unt of not les	s tha	n ten pe	ercei	nt (10	.0%) of t	the
amount	of	the	bid.	lf	а	bid	bond	was	submitted,	the	name	of	the	Surety	is
							in an a	amoun	t not less tha	n ten	percent	(10	%) of	the amo	unt
bid. If the	e en	closu	ire is a	a che	ck	or boi	nd, it is	made	payable to t	he Ci	ty of Wi	ldon	nar.		

All bidders shall complete all of the following:

The undersigned bidder agrees that the enclosed cash deposit, cashier's check, or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid. The undersigned bidder further agrees that this amount is the measure of the liquidated damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above agreement and bonds within ten (10) days of written notice of the award of the contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form constitute each subcontractor and the address and location of place of business of the mill, shop or office of each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described in excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, and the portion of said work which will be done by each subcontractor, if the contract for the said work is awarded to the undersigned.

Contractor's Name (Printed):	
Bidders Signature:	
Bidder's Name (Printed):	
Bidders Title:	
Address:	
Phone Number:	
Email Address:	
Date:	
Contractor's License Number:	
Contractor's License Classification:	
Contractor's License Exp. Date:	

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Section C. Bid Schedule

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the City Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

"SC	"SCHEDULE A" - ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2							
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price			
1	Mobilization, Demobilization, Bonds, Insurance and Miscellaneous	LS	1					
2	Traffic Control System	LS	1					
3	Water Pollution Control Program	LS	1					
4	Construction Surveys	LS	1					
5	Install Traffic Signing and Striping	LS	1					
6	Grind (Cold-Mill) Existing Asphalt Concrete (1.5" Min.)	SF	292,266					
7	Grind (Cold-Mill) Existing Asphalt Concrete (2" Min.)	SF	172,358					
8	Remove Existing Asphalt Concrete Pavement and/or subgrade to 3" Depth	SF	156,814					
9	Remove Existing Asphalt Concrete Pavement and/or subgrade to 6" Depth	SF	25,939					
10	Pulverize Existing Asphalt Concrete Pavement to 3" Depth	SF	21,611					

"SCHEDULE A" - ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2

	J	<u> </u>	<u>-</u>		<u> </u>
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
11	Pulverize Existing Asphalt Concrete Pavement to 6" Depth	SF	102,333		
12	Construct 1.5" Asphalt Concrete Overlay	SF	75,479		
13	Construct 2" Asphalt Concrete Overlay	SF	48,941		
14	Construct 1.5" Asphalt Rubberized Hot Mix (ARHM) Overlay	SF	427,109		
15	Construct 2" Asphalt Rubberized Hot Mix (ARHM) Overlay	SF	144,027		
16	Construct 1.5" Asphalt Concrete Base Pavement	SF	280,758		
17	Construct 4" Asphalt Concrete Base Pavement	SF	20,610		
18	Construct 6" Asphalt Concrete Base Pavement	SF	5,329		
19	Apply Type II PME-RAP Slurry Seal (3,380,500 SF)	TONS	1,785		
20	Apply 3/8" Asphalt Rubber Aggregate Membrane (ARAM) Surfacing	SF	157,382		
21	Apply Type II Microsurfacing	SF	76,198		
22	Remove and Reconstruct PCC Concrete Curb Ramp	EA	4		
23	Remove and Reconstruct PCC Concrete Cross Gutter/Spandrel	SF	455		
24	Remove and Reconstruct 8" PCC Concrete Curb and Gutter	LF	75		

"SCHEDULE A" - ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2								
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price			
25	Remove 1.5" of Pulverized Asphalt, and Compact Remaining to 95%	SF	21,611					
26	Remove 3" of Pulverized Asphalt, and Compact Remaining to 95%	SF	102,333					
27	Replace Existing Traffic Signal Loops to Match Existing	EA	104					
28	Adjust Existing Water/Gas Valve to Grade	EA	111					
29	Adjust Existing Manhole to Grade	EA	38					
30	Full Depth Removal and Repair (3" Total Depth) – SEE APPENDIX B	SF	23,720					
31	Construct 8" PCC Pavement Drainage Crossing	SF	477					
32	Modification of Existing Grate Inlet	EA	23					
		1	Total In	i Figures:				

Note: LS = Lump Sum LF = Linear Feet SF = Square Feet EA = Each

TOTAL BID PRICE "SCHEDULE A" IN WORDS:

"ADDITIVE SCHEDULE B" – WALNUT STREET (MISSION TRAIL TO ALMOND ST) ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Traffic Control System	LS	1		
2	Water Pollution Control Program	LS	1		
3	Construction Surveys	LS	1		
4	Install Traffic Signing and Striping	LS	1		
5	Pulverize Existing Asphalt Concrete Pavement to 6" Depth	SF	104,916	105,000	
6	Construct 1.5" Asphalt Concrete Overlay	SF	104,916	105,000	
7	Construct 1.5" Asphalt Concrete Base Pavement	SF	104,916	105,000	
8	Remove 3" of Pulverized Asphalt, and Compact Remaining to 95%	SF	104,916	105,000	
9	Adjust Existing Water/Gas Valve to Grade	EA	25		
10	Adjust Existing Manhole to Grade	EA	9	10	
			Total l	n Figures:	

TOTAL BID PRICE "ADDITIVE SCHEDULE B" IN WORDS:

	"ADDITIVE SCHEDULE C" – ADDITIONAL SLURRY SEAL EXHIBIT ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2							
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price			
1	Traffic Control System	LS	1					
2	Water Pollution Control Program	LS	1					
3	Apply Type II PME-RAP Slurry Seal (933,500 SF)	TONS	468	475				
4	Install Traffic Signing and Striping	LS	1					
	Total In Figures:							

NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the TOTAL BID PRICE for SCHEDULE A only, as calculated from Unit Prices. A responsive bid shall include a complete Bid Schedule including ADDITIVE SCHEDULE B and ADDITIVE SCHEDULE C. Award of the contract is at the discretion of the City and may or may not include ADDITIVE bid schedules. Contractor's Name (Printed): Bidders Signature: (Same Signature as on Proposal) Bidders Title: Date:

Section D. Bidder's Bond

of Wildomar, hereafter referred to as "Oblige"	ncipal, and $\underline{}$ as Surety are bound unto the City in the penal sum of ten percent (10%) of the total amount of the bid of the Principal below, for the payment of which sum we bind ourselves, jointly and severally,
THE CONDITION OF THIS OBLIGATION	N IS SUCH, THAT:
WHEREAS, the Principal is submitting a bid	the Obligee, for
(Copy here the exact description of work, including location	as it appears on the proposal)
for which bids are to be opened at	······································
•	(Insert place where bids will be opened)
	on_
specifications, after the prescribed forms are print accordance with the bid, and files two bonds of the contract and the other to guarantee payre void; otherwise, it shall remain in full force. In the event a suit is brought upon	al is awarded the contract and, within the time and manner required under the resented to him for signature, enters into a written contract, in the prescribed form, with the Oblige, one to guarantee faithful performance (if specified in the contract) ent for labor and materials as provided by law, then this obligation shall be null and his bond by the Oblige and judgment is recovered, the Surety shall pay all costs a reasonable attorney's fee to be fixed by the court.
Dated:	2023
Dy	*By
ByPrincipal	Surety
Business Address	Business Address
CERTIFICATE OF ACKNOWLEDGM	NT
City of Wildomar	
County of	SS
On this day of	in the year 2023 before me, a notary public
in and for the county and state aforesaid, person	nally appeared
known to me to be the person whose name is	ubscribed to the within instrument and known to me to be the Attorney-in-Fact of, and acknowledgment to me that he (she)
subscribed the name of the said company ther	to as surety, and his (her) own name as Attorney-in-Fact.
(SEAL)	Notary Public

*Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also, the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

Section E. Non-Collusion Affidavit

STATE OF CALIFORNIA))
COUNTY OF RIVERSIDE	
first duly sworn, deposes and of, any undisclosed person, p the bid is genuine and not col or solicited any other bidder to conspired, connived, or agree shall refrain from bidding; that agreement, communication, other bidder, or to fix overhed bidder, or to secure any advinterested in the proposed Cothat the bidder has not, direct thereof, or the contents there not pay, any fee to any contents.	grays that the forgoing bid is not made in the interest of, or on behalt artnership, company, association, organization, or corporation; that usive or sham; that the bidder has not directly or indirectly induced by the put in a false or sham bid, and has not directly or indirectly colluded with any bidder or anyone else to put in a sham bid, or that anyone the bidder has not in any manner, directly or indirectly, sought by r conference with anyone to fix the bid price of the bidder or anyone and, profit, or cost element of the bid price, or of that of any other antage against the public body awarding the Contract of anyone antract; that all statements contained in the bid are true; and further thy or indirectly, submitted his or her bid price or any breakdowr of, or divulged information or data relative thereto, or paid, and will proporation, partnership, company association, organization, bid or agent thereof to effectuate a collusive or sham bid.
Bidders Signature:	
Biadoro dignataro.	Same Signature as on Bid Proposal Form)
Bidder Name (Printed):	
Bidders Title:	
Date:	
Subscribed and sworn to befo	re me
this day of	, 2023.
Signature of Notary Public	

Section F. Experience/Qualifications Statement

The bidder has been engaged in the contracting business, under the present business name for

a nature similar to that covered in the proposal extends over a period of years.	
The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:	

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed	Original Awarded Contract Cost	Final Completed Contract Cost	Number of Contract Change Orders	
						Agency	
						Contractor	
						Agency	
						Contractor	
						Agency	
						Contractor	
						Agency	
						Contractor	

_____years. Experience in work of

Experience/Qualifications Statement (continued)

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required. *The bidder may also provide this information as an attachment.*

Quantity		Name, Type and Capacity	Condition	Location
Contractor's	s Name (Printed):			<u> </u>
Bidders Sig	gnature:			_
Bidders Na	me (Printed):	(Same Signature as on Bid Proposal Form)		<u> </u>
Bidders Titl	le:			<u> </u>
Date:				

Section G. Designation of Subcontractors

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one half of one percent (0.5%) of the Contractor's total bid of ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

SUBCONTRACTOR			PORTION OF WORK	% OF TOTAL BID AMOUNT	PORTION OF TOTAL BID AMOUNT (\$)	
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				
Name		CSLB#				
Location		DIR#				

Part III – Agreement for Construction Services

PUBLIC WORKS CONTRACT

- OBEIG WORKED CONTINUES
This contract ("Contract") is effective as of, and is between the CITY OF WILDOMAR, a California municipal corporation ("Owner"), and, a [State] [corporation/limited liability company/partnership, etc.] ("Contractor"), collectively referred to as the "Parties" and individually a "Party."
Recitals . This Contract is entered into with respect to the following facts:
Owner received Contractor's Proposal for the Work involved [ENTER NAME OF PROJECT] Project (" Project "), which is more fully described in the Contract Documents.
Contractor represents and warrants that it is fully qualified to perform all of the Work required to complete the Project.
Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents.
The City Council has awarded the Contract to Contractor.
<u>Contract Documents</u> . To the extent they exist, this Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:
Notice of Inviting Bids
Instructions to Bidders, and any Addenda or Bulletins
Contractor's Proposal (for reference purposes only)
Notice to Proceed
This Contract
Bid Schedules
Approved Change Orders
General Conditions
Verification of California Contractor's License

Contractor's Certificate Regarding Workers' Compensation

Payment Bond (labor and materials) (for projects exceeding \$25,000)

Security for performance

Certificate(s) of Insurance

Technical Specifications (including attached plans and drawings)

Other documents (list here)

Exhibit A – Compensation

Exhibit B - Insurance

Exhibit F – Apprenticeship and Skilled and Trained Workforce Requirements

The Work.

The Work ("Work") to be performed by Contractor is described in the Contract Documents.

In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar Work.

Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work, including any incidental Work that is not expressly shown or described in the Contract Document but is required for the successful completion of the Work.

Contractor must perform all of the Work in strict accordance with the Contract Documents.

Warranty. Contractor warrants all Work under the Contract (which for purposes of this provision shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected,

Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and quarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

Standard of Performance. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

Inspection and Acceptance of Work. Owner may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. Owner shall reject or finally accept Contractor's work within forty-five (45) days after submitted to Owner. Owner shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Owner's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by Owner shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, provisions pertaining to warranty, indemnification and insurance.

Time to Perform the Work.

Commencement Date will be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Final Completion Date: Within 150 days of date of Notice to Proceed.

- Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor and not reasonably anticipated by the parties. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of Owner, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- If Contractor is delayed by any cause beyond Contractor's control, Owner may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor's performance of the Work, and the impact of the delay on the Project's schedule's critical path through the submission of a "Time Impact Evaluation" (TIE).
- TIE Format and Contents. Each TIE must include a written narrative and a schedule diagram depicting how the delay or other impact affects other schedule activities. The schedule diagram must show how Contractor proposes to incorporate and mitigate the delay or other impact in the schedule and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of the delay, including any impacted Work activities, to the scheduled critical path.
- Contractor is responsible for all costs associated with preparing TIE's, and the process of incorporating TIE's into the current schedule update.

Liquidated Damage Amounts.

As liquidated damages for delay Contractor must pay Owner \$1000 dollars (\$1000.00) for each calendar day that expires after the time specified for Contractor to achieve Final Completion of the entire Work, until achieved.

Scope of Liquidated Damages.

Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages will be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

The parties intend that liquidated damages constitute compensation, and not a penalty. Liquidated damages for delay will cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages will not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to this Contract, a sum representing then-accrued liquidated damages.

Compensation and Payment.

- Subject to any limitations provided in the Contract Documents, Owner agrees to pay Contractor, as full consideration for the faithful performance and successful completion of all Work under the Contract Documents, including all labor, materials, equipment furnished in connection therewith, the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- Contractor must furnish to Owner a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- Owner will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. Owner may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- If Owner disputes any item on a Pay Estimate, Owner will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the Work performed that Owner disputes and excluding the Owner's standard five-percent retention on all approved progress payments, Owner will cause Contractor to be paid within 30 days of the date of the Pay Estimate or the date that Contractor furnishes Owner with a release of all undisputed Contract amounts, whichever occurs later. If the Project is paid for in whole or in part with federal funds, progress payments made to Contractor will not be subject to the five-percent retention noted above.

In the event there is any claim specifically excluded by Contractor from the operation of any release, Owner may retain an amount not to exceed the amount of the excluded claim.

Labor Code and Prevailing Wage Requirements.

- Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's Work per Labor Code section 1810. Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such Worker is required or permitted to Work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of Worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.
- Contractor must post at the Work site, or if there is no regular Work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at Owner's main office and available to Contractor and any other interested party upon request.
- Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all Workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the Worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each Worker for each calendar day,

or portion thereof, for which each Worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's Work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public Works in apprenticeable occupations. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements. Contractor shall also comply with the Apprenticeship Program and Skilled and Trained Workforce Requirements attached hereto as Exhibit F to the extent required by law.

Contractor has reviewed and agrees to comply with any applicable provisions for any public Work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). Owner hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for Work that qualifies as a "public Work" only to subcontractors which are at that time registered and qualified to perform public Work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors. Where the prime contract is less than \$15,000 for maintenance Work or less than \$25,000 for construction, alternation, demolition or repair Work, such registration is not required.

In addition to submitting the certified payrolls and related documentation to the City, the contractor and all subcontractors are required to submit certified payroll and related documents electronically to the California Department of Industrial Relations (DIR). Failure to submit payrolls to the DIR when mandated by the Project parameters will also result in the withholding of progress, retention and final payment. Certified payroll information for this project must be submitted electronically through LCPtracker. No hard copy payrolls will be accepted.

If the Compensation exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for Owner's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Owner of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Owner; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Owner shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

No contractor or subcontractor may be listed on a bid proposal for a public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Contractor agrees to comply with AB 685, which imposes requirements relating to Covid-19, including without limitation requirements to (i.) notify employees of potential Covid-19 exposures, and (ii) report workplace outbreaks to local public health agencies.

Contractor agrees to comply with Labor Code section 1720.3, which requires that prevailing wages be paid to (i.) drivers hauling refuse from a public works site to an outside disposal location; and (ii.) drivers on-hauling of materials used for paving, grading and fill onto a public works site if the driver's work is integrated into the flow process of construction.

<u>Non-Discrimination</u>. Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is

responsible for compliance with this section, and must include these non-discrimination provisions in all subcontracts for performance of the Work.

General Legal Compliance.

- In performing the Work, Contractor must comply with all applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, OSHA requirements.
- Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law.
- Contractor must maintain a valid California Contractor's License throughout the term of this Contract.
- Clayton and Cartwright Act Assignments. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the Parties.
- Independent Contractor. Contractor is and will at all times remain as to Owner a wholly independent contractor. Neither Owner nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Owner.

Indemnification.

Contractor agrees to the fullest extent permitted by law (including, without limitation, California Civil Code section 2782) to (1) immediately defend, (2) indemnify, and (3) hold harmless Owner and its officers, directors, employees, agents, contractors, consultants, and other parties Working on Owner's behalf (collectively, "Owner indemnified parties") from and against, any and all claims and liabilities, regardless of the nature or type, that directly or indirectly arise out of, pertain to, or relate to performance of the Work under this Contract by Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract, resulting from any cause whatsoever except for the

sole negligence, active negligence, of willful misconduct of Owner (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend Owner in all legal, equitable, administrative, or special proceedings, with counsel approved by Owner, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any Owner indemnified party. If it is finally adjudicated that liability was caused by the sole negligence, active negligence, or willful misconduct of any Owner indemnified party, then Contractor may submit a claim to Owner for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Owner indemnified party.

Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the Owner's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. Owner will use its best efforts to avoid duplicative attorney Work or appearances in order to keep defense costs to a reasonable minimum.

Contractor agrees that settlement of any Claim will require the consent of Owner. Owner agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify Owner for the costs of any such settlement as required under this Contract.

Contractor's obligation to indemnify Owner applies unless it is finally adjudicated that the liability was caused by the sole, negligence, active negligence, or willful misconduct of a Owner indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole negligence, active negligence, or willful misconduct of an Owner indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

For the purposes of this section, "Owner" includes the City of Wildomar's officers, officials, board members, employees and agents.

The provisions of this section will survive the expiration or earlier termination of this Contract.

Insurance. Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in <u>Exhibit B</u> ("Insurance"), which is made a part of this Contract.

Notice.

All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To Owner: City of Wildomar

23873 Clinton Keith Road, Suite 210

Wildomar, CA 92595

Attention:

Phone: (951) 677-7751 ext.

Fax: (951) 698-1463

Email: _____@cityofwildomar.org

To Contractor: [NAME]

[ADDRESS]

[CONTRACTOR REPRESENTATIVE]

[PHONE / FAX NUMBERS]

[EMAIL]

Notice will be deemed effective on the date personally delivered or transmitted by facsimile, or such other electronic means as may be agreed to by the parties. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

Any Party may change its notice information by giving notice to the other Party in compliance with this section, before the change in notice information becomes effective.

Owner Rights of Termination and to Complete the Work.

Termination for Cause (Default). The occurrence of any of the following is a default by Contractor under this Contract:

- Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.
- Contractor fails to complete the Work on time.
- Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- Contractor fails to supply enough properly skilled Workers or proper materials to complete the Work in the time specified.
- Contractor fails to make prompt payment to any subcontractor or for material or labor.
- Contractor fails to abide by any applicable laws, ordinances or instructions of Owner in performing the Work.
- Contractor breaches or fails to perform any obligation or duty under the Contract and such breach or failure remains uncorrected following Owner's notice to Contractor of the breach.
- Upon the occurrence of a default by Contractor, Owner will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice of default, or makes satisfactory arrangements acceptable to Owner for the correction or elimination of such default, as determined by Owner, Owner may thereafter terminate this Contract by serving written notice termination on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- In event of any such termination, Owner will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give Owner written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Owner may take over the Work and prosecute the same to completion by separate contract or by any other method Owner may deem advisable, at the sole cost and expense of Contractor. Contractor and the surety will be liable to Owner for any and all excess costs or other damages incurred by Owner in completing the Work.

If Owner takes over the Work as provided in this Section, Owner may, without liability for so doing, take possession of, and utilize in completing the Work, such materials,

- appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.
- If Owner takes over the Work, Owner may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by Owner in obtaining such materials, will be the responsibility of the Contractor.
- Termination for Convenience. Owner may terminate performance of the Work under the Contract in accordance with this clause in whole, or from time to time in part, if Owner determines that termination is in Owner's best interest. Termination will be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the effective date of the termination.
- Contractor must comply with Owner's direction regarding the effective date of the termination, the extent of the termination, and must stop Work on the date and to the extent specified.
- Contractor will be entitled to a total payment on account of the Contract Work so terminated, measured by (i.) the actual cost to Contractor for Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, and (ii.) offset by payments made and other Contract credits. In connection with any such calculation; provided, however, Owner retains all rights and remedies under the Contract including, without limitation, claims, indemnities, setoffs/offsets, or back charges.
- Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.
- <u>Project Documents</u>. All product/material data sheets, shop drawings, submittals, submittal logs, samples, invoices, purchase orders, operation and maintenance manuals and instructions, RFIs, RFI logs, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Owner. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Owner in its possession, but may retain copies of any of the Project Documents it may desire.

Change Orders and Claims

The Public Contract Code including, without limitation, Section 7105(d)(2), and Government Code section 930.2 and following, apply to all procedures for changes, time extensions, change orders (time or compensation) and claims.

Any change, waiver, or omission to implement the contract change order and claim procedures will have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner.

Resolution of Construction Claims (PCC § 20104 and following)

Public Contract Code section 20104 and following, specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.

For the purposes of this section, "claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a claim, the written demand must state that it is a claim submitted under Section 17 of the Contract and be submitted in compliance with all requirements of this Section. Separate Contractor claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

This section does not apply to tort claims, and nothing in this section is intended nor may it be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

Claims Procedure under Public Contract Code § 20104 and following:

The claim must be in writing, submitted in compliance with all requirements of the Contract including, without limitation, the time prescribed by and including the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims under the Contract.

For claims of fifty thousand dollars (\$50,000) or less, Owner will respond in writing within 45 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section upon

mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, must be submitted to Contractor within 15 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

For claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner will respond in writing within 60 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section, upon mutual agreement of Owner and Contractor; Owner's written response to the claim, as further documented, must be submitted to Contractor within 30 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

Meet and Confer: If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed above, Contractor must notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in Upon demand Owner will schedule a meet and confer conference within 30 days for settlement of the dispute. Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time Contractor submits its written claim as set forth in this section, until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Claims Process under Public Contract Code § 9204:

Upon receipt of a claim pursuant to this section, Owner must conduct a reasonable review of the and, within a period not to exceed 45 days, must provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this subsection.

The Contractor must furnish reasonable documentation to support the claim.

- If Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body 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, Owner will have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. If Owner fails to issue a written statement, subsection 17.6.3 above will apply.
- If the Contractor disputes Owner's written response, or if Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.
- 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, Owner must 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 will be processed and made within 60 days after Owner issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, will be submitted to nonbinding mediation, with Owner and the Contractor sharing the associated costs equally. Owner and Contractor must mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party will select a mediator and those mediators will select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party will bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute will be subject to applicable procedures outside this section.
- 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 must conform to the timeframes in this section.

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

Failure by Owner to respond to a claim from contractor within the time periods described in this section or to otherwise meet the time requirements of this section will result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, will not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

Amounts not paid in a timely manner as required by this section will bear interest at seven percent per annum.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the contractor may present to Owner a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for Work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to Owner must furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor must notify the subcontractor in writing as to whether the Contractor presented the claim to Owner and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

General Provisions.

Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

Assignment. Contractor may not assign this Contract without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

Third Party Beneficiaries. Contractor's subcontractor must agree to be bound to the terms of the Contract Documents to the extent of their scope of Work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that

Owner is deemed an express third party beneficiary of their subcontracts. Nothing in this Contract, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Contract.

- Binding Effect. This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Owner prior to the execution of this Contract.
- Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of Owner or Owner Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- Audit/Inspection Of Records. Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Work for at least three (3) years following completion of the Work. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records and job cost reports/data documenting all labor, materials, equipment and Work furnished under this Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from any such records, and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues and disputes between Owner and Contractor regarding this Contract Agreement are resolved, whichever is later.
- Attorneys' Fees and Costs. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- Risk of Loss. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.
- Counterparts, Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. This Contract and any amendments will be considered executed when the signature of a party is

OWNER: CITY OF WILDOMAR

(05-2023)

delivered by electronic transmission. Such electronic signature will have the same effect as an original signature.

- Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Owner of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- Governing Law and Venue. This Contract shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State where the Project is located, excluding its conflict of laws rules. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

Dan York, City Manager	
ATTEST:	
ATTEST.	
Janet Morales, City Clerk	
APPROVED AS TO FORM	
Thomas D. Joy City Attornov	<u>.</u>
Thomas D. Jex, City Attorney	inn.
4858-9825-5194 v2	[PRC

CONTRACTOR: [NAME]
(If not an individual, two signatures are required)
Name and Title
Name and Title

EXHIBIT A

COMPENSATION

The total compensation under this Contract may not exceed:

The sum of

EXHIBIT B

INSURANCE

1. **General Requirements**. Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance

Commercial General Liability

Business Automobile Liability

Workers' Compensation

Limits (combined single)

\$2,000,000

\$1,000,000

Statutory Requirements

Pollution Liability Insurance As stated below

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$2,000,000 per occurrence for all covered losses, and no less than \$4,000,000 general aggregate.

Liability policies must be endorsed to name **Owner, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

Additional Insured

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Insurance

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Coverage must be applicable to Owner for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this

Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

- 1. Explosion, collapse or underground hazard (XCU);
- 2. Products and completed operation;
- 3. Public liability;
- 3. Pollution liability; or
- 4. Contractual liability.
- 3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by Owner. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.
- 4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program. Further, Contractor must be in compliance with mandatory coverage requirements imposed by Senate Bill 216 (Business and Professions Code § 7125.)
- 5. **Pollution Liability Insurance**. Pollution/Environmental Impairment Liability Insurance must be written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit must be no less than \$5,000,000 per claim and in the aggregate. All activities contemplated in this Contract must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
- 6. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by Owner. Owner reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, Owner and Contractor may renegotiate Contractor's compensation.
- 7. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of 4858-9825-5194 v2 CONTRACT

A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Owner's Risk Manager or General Counsel.

- 8. Excess or Umbrella Liability Insurance (Over Primary). If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to Owner for injury to employees of Contractor, its subcontractors or others performing Work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of Owner following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
- 9. **Certificates of Insurance and Endorsements**. Prior to commencing any Work under this Contract, Contractor must file with the Owner Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by Owner. Such Certificates of Insurance and Endorsements must be in a form approved by Owner's legal counsel. Contractor must maintain current certificates and endorsements on file with Owner during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to Owner.
- 10. **Failure to Maintain Required Insurance**. If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, Owner may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.
- 11. **Effect of Coverage**. The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
- 12. **Higher Limits of Insurance**. If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- 13. **Waiver of Subrogation.** Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity

has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Exhibit F

APPRENTICESHIP PROGRAM AND SKILLED AND TRAINED WORKFORCE REQUIREMENTS

ARTICLE 1 COMPLIANCE

Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 APPRENTICESHIP REQUIREMENTS

Contractor and Subcontractors understand and agree that to the extent compensation for the Work contemplated in this agreement is greater than \$30,000, apprentices will need to be employed on the Project as required by law. (Labor Code section 1777.5(d).) If apprentices will need to be employed, Contractor understands and agrees that:

- It is Contractor's responsibility to submit contract award information for reach craft required on the Project using the appropriate form prepared by the Division of Apprenticeship Standards ("DAS") within the California Dpeartment of Industrial Relations ("DIR")—currently the "DAS 140 form." A copy of the current DAS 140 form is available at Attachment A for reference. If Contractor is approved to train apprentices, Contractor must send the required information to its apprenticeship committee. If Contractor is not approved to train apprentices, Contractor must send the information to all apprenticeship committees that can supply apprentices to the site of the public works project.
- It is Contractor's responsibility to make training fund contributions in the amount established in the prevailing wage rate either to the applicable apprenticeship committee, or the California Apprenticeship Council ("CAC").
- It is Contractor's responsibility to contact the applicable apprenticeship committee to request apprentices for each craft or trade on the Project using the appropriate form DIR, currently the DAS 142 form. A copy of DAS 142 is available at Attachment B for reference. The form must be submitted at least three business days before apprentices are required
- It is Contractor's responsibility to ensure apprentices are employed in the correct ratio. Contractor should be sure to employ on hour of apprentice work for every five hours performed by a journeyman level worker.
- More information is available on DIR's website. https://www.dir.ca.gov/Public-Works/Apprentices.html Contractor is responsible for complying with any updated guidance, and using any updated forms, provided by DIR.

CERTIFICATION OF APPROVAL

Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of Fwapprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the

minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

When unemployment for the previous three month period in the area exceeds an average of 15 percent;

When the number of apprentices in training in the area exceeds a ratio of one to five;

When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

FUND CONTRIBUTIONS

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

APPRENTICESHIP STANDARDS

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

SKILLED AND TRAINED WORKFORCE REQUIREMENTS

Contractor, if and to the extent otherwise required by law, shall meet the requirements of Public Contract Code § 2601(d) subject to certain exceptions set forth therein, that the required percentage of the skilled journeypersons or skilled journeyperson hours employed to perform work on the Project by the Contractor and all subcontractors are graduates of an apprenticeship program for the applicable apprenticeable occupation. Contractor understands and agrees that the skilled and trained workforce requirements of Public Contract Code § 2601 et. seq., and of this article, apply to the extent the Contract is for a design-build Project, and the Compensation described in Exhibit A is \$1,000,000 or greater. (Public Contract Code sections 10191, 22162-22164.)

"Skilled Journeyperson" means a worker who either:

Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or apprenticeship program located outside California and approved for federal purposes, pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor.

Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program that is approved by the Chief.

A graduate of an apprenticeship program means either of the following:

An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 pf the Labor Code; or

An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

Pursuant to Public Contract Code section 2602 and if and to the extent otherwise required by law, Contractor shall certify that it, and all its contractors and subcontractors at every tier will comply with the Skilled and Trained Workforce Requirements of Public Contract Code Chapter 2.9 (Sections 2600 through 2603). Prime Contractor also understands and acknowledges that it shall provide the Owner a monthly report, in the form in Attachment C below or a substantially similar form, demonstrating compliance with the Skilled and Trained Workforce Requirements listed in Public Contract Code Chapter 2.9 (Sections 2600 through 2603). If Contractor fails to provide the monthly report, or a report that is incomplete, Owner will withhold future payments until a complete report is provided. The definitions, obligations, rights and remedies set forth in Public Contract Code Section 2600-2603 are hereby incorporated by reference and made a part of this agreement.

Attachment A DAS 140

DAS 140 (REV. 1/04)

(05-2023)

about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not soud this form to the Division of Apprenticeship Standards

	Do not send this form to the Division of Appre	-
NAME OF Y	OUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADD	MESS-NUMBER & STIREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDI	NESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
		DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDR	RESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
		OCCUPATION OF APPRENTICE
THIS FORM	I IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
		APPROXIMATE DATES TO BE EMPLOYED
Contra	This is not a request for dispatch on actions must make a separate request for actual dispatch, in accordance with the separate request for actual dispatch, in accordance with the separate request for actual dispatch.	
	Check One Of The Boxes Bel	low
1.	We are already approved to train apprentices by the	
	Apprentioeship Committee. We will employ and train under their St	andards. Enter name of the Committee
2.	We will comply with the standards of Apprenticeship Committee for the duration of this job only.	Enter name of the Committee
. \square		in Annualization Council annual franc
3.	We will employ and train apprentices in accordance with the Californ including § 230.1 (c) which requires that apprentices employed on p	public projects can only be assigned to
	perform work of the craft or trade to which the apprentice is register work with or under the direct supervision of journeyman/men.	ed and that the apprentices must at all times
	Signature	Date
	Typed Name	
	Title	
	State of California - Department of Industrial Rela	ations DIVISION

CONTRACT 4858-9825-5194 v2

OF APPRENTICESHIP STANDARDS

Explanation to box 1 - 3 on form DAS 140

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current
 project only. This generally means that the fringe benefits and the training funds will be paid to that
 Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum
 ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5
 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship
 Council. Generally this means that the minimum and maximum ratio for apprentices is the same 1
 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also
 means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

Attachment B DAS 142

Copartment of Industria Relations

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/owaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. Except.for.projects.with.less.than.40 hours of journeyworkers work, you must request and employ apprentices in no less than 8 hour increments.

Relations, Division of Apprenticeship Standards. Except for projects with less than 40 hours of journeyworkers				
work, you must request and employ apprentices in no less than 8 hour increments.				
List one occupation	on/craft per form			
Date:	Contractor Requesting Dispatch:			
	1			
To Applicable Apprenticeship Committee:	Name:			
Name:	***************************************			
	Address:			
Address:				
	License No.			
Tel. NoFax No	PWC Registration Number:			
	Tel. NoFax No			
Desired Information DMC Desired Number	Control Number			
Project Information: PWC Project Number	Contract Number			
Total Contract Amount.	Sub-Contract Amount			
Name of the Project:				
Address:				
Pirent Personal description				
Dispatch Request Information:				
Number of Apprentice(s) Needed:Craft or Trade:				
Date Apprentice(s) to Report:	ze required) Timeto Report:			
Name of Person to Reportto:				
Traine of Ferral Constitution of the Constitut				
Address to Report to:				
You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in				
writing and submitted at least 72 hours in advance (excluding w				
of submission may be required. Please take note of California requirements regarding apprenticeship requests and/or	Code of Regulations, Little 6, § 230.1 (a) for all applicable			
visit https://www.dir.ca.gov/das/PublicWorksForms.htm				
DAS 142 (Revised 10/18)				

Attachment C

Skilled and Trained Workforce Monthly Compliance Report

<u>DIRECTIONS</u>: This form is required to be submitted by the Contractor for all contractors regardless of tier by the Xth of the following month for work performed corresponding to this reporting period. Items with a red asterisk (*) indicate a required field.

Project Title: *Project Number:			
*Prime Contractor:			
*Subcontractor:			
*Contact Name:			
*Contact Number:			
	Month	Year	
Exception *Work Month & Ye			

^{*}Report: Please fill out the following report of all apprenticeable occupations utilized in this reporting period.

SKILLED JOURNEYPERSON (SJ) REPORT							
*Appropriace chic	*Required minimum SJ:	Number of Skilled Journeypersons (SJ) employed by the contractor to perform work on the project		SJ ratio between the number of SJ:	Number of ho SJ emplo contractor to on the	SJ ratio of hours worked by SJ: Apprentice	
*Apprenticeable Occupation	Apprentice Graduate % (see 2nd page attachment)	*SJ: Apprentice Graduate	*SJ: On- The-Job Experience	Apprentice Graduates to SJ: On- The-Job Experience Workers	*SJ: Apprentice Graduate	*SJ: On- The- Job Experience	Graduates compared with SJ: On- The-Job Experience Workers
EXAMPLE Laborer	40%	7	3	70%	30	70	30%

Terms	Definitions
Apprentice	Defined in Labor Code 3077
Skilled Journeyperson: Apprentice Graduate	Defined in Public Contracts Code 2601 (e) (1)
Skilled Journeyperson: On-The-Job-Experience	Defined in Public Contracts Code 2601 (e) (2)

(End of Exhibit F)

VERIFICATION OF CALIFORNIA CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

C	California Contractor's License:	
License Number	Class	Expiration Date
	CONTRACTOR (PRINT	OR TYPE)
Date	Signature	
(Public Contract Code § 6100)		

CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require
every employer to be insured against liability for Workers' compensation or to undertake self-
insurance in accordance with the provisions of that code, and I will comply with such provisions
before commencing the performance of the Work of this contract.
Name (print or type)
Date Signature

PERFORMANCE BOND

	On					, the	City	of \	Nildoma	ır, a	Califo	ornia
municipal	corporat	ion	("OWNER")), a\	warded	а	CO	ntrac	•	ontra NTRA	act") .CTOR	to l" or
"PRINCIPAL	"),	for	the	W	ork	(" V	Vork")	- `	ntified		as
and made a p			nd related mance bon		ents ("C	ontra	ct Do	cum	ents") a	are in	corpor	ated
the faithful pe			ract, CON ⁻ Work	TRACT	OR is re	equire	d to fu	ırnish	this bo	nd pr	ovidin	g for
	NOW,	THEF	REFORE,	we,	CONT	RACT	OR,	as	PRI	NCIP	AL,	and
a corporation	•		•									'
and duly auth	norized to	transa	ct business	under	the laws	of the	e Stat	e of	Californ	ia, as	SUR	ΞΤΥ,
are held	and	firml	y boun	d u	nto	OWN	ER,	in	the	;	sum	of
			-								do	llars
(\$), lawful	money	of the l	Jnited	State	s of	America	, this	sum b	eing
not less than the terms of administrator	the Contr	act , PF	RINCIPAL a	and SU	RETY, k	oind o	urselv	es a	nd our r	neirs,		

BOND CONDITIONS

- 1. PRINCIPAL will perform the Work the identified in the Contract. OWNER has estimated the required amount of the bond as shown above.
- 2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, OWNER may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the OWNER'S demand unless otherwise agreed in a writing signed by the parties.
- 3. PRINCIPAL will guarantee the Work against any defective Work, labor or materials for a period of one year following the completion and acceptance of the Work by OWNER.
- 4. This bond is conditioned upon and guarantees due compliance with all applicable law.
- 5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed.

Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

- 6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
- 7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by OWNER in successfully enforcing any obligation under this bond.

		ereunto set our hands and seals this
day of	, 20	
PRINCIPAL		
By		
		-
Title		
1100		-
Address		
		-
		-
Telephone Nu		-
Signature		-

Telephone Number

Signature

(05-2023)	
SURETY	
Ву	
Title	
Address	

- * ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.
- ** Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.
- *** Corporations must affix corporate seal.

PAYMENT BOND

	On			,	the	City of V	Vildomar, a C	alifornia
municipal	corpora	tion	("OWNER"),	awarded	а	contract	`	,
							("CONTRACT	OR " or
"PRINCIPA	L"),	for	the	Work	(" V	Vork")	identified	as
of claims of	laborers,	mechai	nics, material p				t to secure the p provided by law	•
	PRINC	IPAL a						
				_, a corporati	on in	corporated	under the laws	s of the
State of				and licen	sed b	y the State	of California to	execute
bonds and	undertakin	gs as	sole surety ("SI	JRETY"), are	held	and firmly	bound unto OW	/NER in
the s	um	of	,	•		•		
				dollar	s (\$		<u>),</u>
executed in	the same	e manr	ner as this bor	nd, for the pa	aymer	nt of which	ased by a rider sum PRINCIP rally, by this inst	AL and

BOND CONDITIONS

- 1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. OWNER has estimated the required amount of the bond as shown above.
- 2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to Work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to Work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
- 3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs in an amount fixed by the court.
- 4. This bond is conditioned upon and quarantees due compliance with all applicable law.
- 5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

- 6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

		ereunto set our hands and seals this
day of	, 20	
PRINCIPAL		
Ву		-
Title		-
Address		<u>-</u>
		_
Telephone Nu	ımber	-
Signature		-

SURETY
Зу
Title
Address
Telephone Number
Signature

- * ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.
- ** Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.
- *** Corporations must affix corporate seal.

Part IV – Technical Specifications

CITY OF WILDOMAR STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

ROAD MAINTENANCE AND REHABILITATION & SLURRY SEAL PROJECT CIP 057-2 & 058-2

All work shall be performed in accordance with these Standard Specifications and Special Provisions which consist of the following:

- A. 2021 Edition of the Standard Specification for Public Works Construction, Parts 1 8 (Greenbook) and its supplements.
- B. Greenbook additions and modifications as indicated below
- C. Bid Item Special Provisions

The following are additions or revisions to the Greenbook Sections. If there are no additions or revisions noted for a specific Section, the Greenbook as written shall apply.

PART 1 GENERAL PROVISIONS

SECTION 1 – GENERAL

Section 1-1 General

Section 1-2 Terms and Definitions

Add: Caltrans Standard Specifications – The 2022 State of California, California State Transportation Agency, Department of Transportation "Standard Specifications", inclusive of all current revisions, amendments, and standard special provisions, where applicable.

Section 1-3 Abbreviations

Section 1-4 Units of Measure

Section 1-5 Symbols

Section 1-6 Bidding and Submission of the Bid

Section 1-7 Award and Execution of the Contract

SECTION 2 – SCOPE OF THE WORK

Section 2-1 Work to Be Done

Section 2-2 Permits

Section 2-3 Right of Way

Section 2-4 Cooperation and Collateral Work

Section 2-5 The Contractor's Equipment and Facilities

2-5.1 General – Toilets to be provided shall have secondary containment in conformance with NPDES requirements.

2-5.4 Haul Routes – A Haul Route Permit from the City will be required unless waived by the Engineer. To protect City streets from deterioration due to hauling of materials the Contractor shall submit for approval a proposed haul route for materials and equipment to each job site five (5) working days prior to starting work. The Contractor shall adhere to the approved route only unless written permission is obtained from the Engineer. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor. Otherwise, further revisions are required until they are acceptable to the

City. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Section 2-6 Changes Requested by the Contractor

Section 2-7 Changes Initiated by the Agency

Section 2-8 Extra Work

Section 2-9 Changed Conditions

Section 2-10 Disputed Work

SECTION 3 – CONTROL OF THE WORK

Section 3-1 Assignment

Section 3-2 Self-Performance

Section 3-3 Subcontractors

Section 3-4 Authority of the Board and the Engineer

Section 3-5 Inspection

Section 3-6 The Contractor's Representative

Section 3-7 Contract Documents

3-7.2 Item (f). The Special Provisions shall consist of the project Technical Specifications, including the General and Special Provisions

Section 3-8 Submittals

3-8.1 General – Submittals shall be made within 10 working days of the Notice of Award. The contractor shall allow 10 working days for initial review.

3-8.2 Working Drawings – Submittals shall be made by e-mail. If requested three hard copies shall be provided plus a reproduceable. One copy will be returned with comments or acceptance.

3-8.4 – Supporting Information – Submit by e-mail. If requested three hard copies shall be submitted.

Section 3-9 Subsurface Data

Section 3-10 Surveying

3-10.1 General – Unless otherwise stipulated in the Bid Items Special Provisions the contractor will perform and be responsible for any surveying required to perform the required work. The Contractor shall be responsible for establishing all lines, grades and layout for all construction. Payment for construction staking and surveys shall be as specified in the Bid Items Special Provisions and no additional payment will be made therefore.

Section 3-11 Contract Information Signs

Section 3-12 Work Site Maintenance

3-12.2 Air Pollution Control – Add:

Dust Control - The Contractor's attention is directed to Section 6, "Public Safety," of the Standard Construction Specifications. The Contractor shall be responsible for dust control within the project limits. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays as ordered by the Engineer. The Contractor shall immediately alleviate any dust hazard as directed by the Engineer.

3-12.3 Noise Control – Noise shall conform to the City of Wildomar noise ordinance.

3-12.6 Water Pollution Control – Add:

As part of the Contractor's Water Pollution Control Program, the Contractor shall submit a Water Pollution Control Drawing (WPCD)/Construction Runoff Management Plan (CRMP) per Section 6.3 of the City's Jurisdictional Runoff Management Plan (JRMP), for review and acceptance. The City's JRMP can be accessed on the City's website. The Contractor shall revise the WPCD/CRMP, as directed by the Engineer, and construction shall not begin until the WPCD/CRMP has been accepted by the Engineer. Unless otherwise stated in the Special Provisions, the WPCD/CRMP shall be prepared and signed/stamped by a Civil Engineer or a Qualified SWPPP Developer (QSD) licensed in the State of California. Staging or storage areas located within the City and used by the project shall also be included in the WPCP and BMPs shall also be required for those areas.

For projects which disturb one (1) or more acres of soil, the Contractor shall be responsible to obtain coverage under the State Water Resources Control Board's (Water Board) Construction General Permit Order 2009-0009-DWQ (Permit). The Contractor shall be responsible for all items required to obtain coverage under the Water Board's Permit including, but not limited to, preparing a Stormwater Pollution Prevention Plan (SWPPP), obtaining a Waste Discharge Identification (WDID) Number, and hiring a Qualified SWPPP Developer (QSD) and Practitioner (QSP). Prior to submittal of the SWPPP to the Water Board, the Contractor shall first submit the SWPPP to the Engineer for review and approval, at least five (5) working days before the pre-construction conference. In such cases, the SWPPP shall satisfy the requirement for a WPCD/CRMP. The Contractor shall be responsible for compliance with all Water Board's Permit requirements and shall be responsible for all reporting required by the Water Board's Permit including, but not limited to, Annual Reports and Notices of Termination.

The Contractor shall be responsible to implement all aspects of the WPCD/CRMP/SWPPP for the duration of the project and shall at all times have personnel on-site experienced and qualified in implementing the required stormwater pollution prevention Best Management Practices (BMPs). BMPs shall be properly installed in conformance with applicable standards and guidelines. BMPs shall be installed prior to the commencement of construction and shall remain in place throughout the entire duration of construction, except in circumstances in which the BMPs conflict with a construction activity and must be temporarily removed to allow construction to continue. However, if BMPs must be temporarily removed during a construction activity, the Contractor shall still be responsible to ensure that pollutant runoff from the construction activities does not occur and shall implement any other BMPs during the construction activity as necessary. Upon completion of the construction activity. BMPs shall be placed in their normal locations until the project is accepted by the Engineer. The Contractor shall maintain all BMPs in a functioning condition such that the BMPs perform as intended and designed. The Contractor shall be responsible to always maintain the BMPs, including times when there is no construction. and shall provide to the Engineer a 24-hour phone number where the Contractor can be reached in the event that a BMP failure occurs and requires immediate attention.

The Contractor and their QSP shall be responsible to always monitor the site and shall ensure that the required BMPs are implemented and maintained and that the site remains in compliance with the WPCD/CRMP/SWPPP and the General and Special Provisions. The QSP shall be responsible to also provide recommendations to the contractor for BMP implementation, maintenance, and upgrades. The Contractor shall promptly comply with recommendations and corrections issued by the QSP. The QSP shall, submit copies of their site inspection reports and corrections to the Engineer regularly, and prior to request

for any payment for the Water Pollution Control Plan bid item.

The Contractor's work shall be subject to a regular program of inspection by the City as specified in the City's JRMP to verify compliance with the City's Stormwater Drainage System Protection Ordinance (Wildomar Municipal Code Ch. 13.12). Any deficiencies and corrective actions identified in the compliance inspections shall be addressed by the contractor within 72 hours of receiving the notice or prior to any forecasted rain event (whichever is first). The City reserves the right to require modification to the WPCD/CRMP/SWPPP and to the site BMPs, as necessary, to ensure that the site remains compliant with City regulations. The cost for any new BMPs that are required as a result of ineffective BMPs shall be assumed to be included in the bid item for Water Pollution Control Plan and no additional compensation shall be allowed without the approval of the Engineer.

If the project is delayed for any reason, and unless the Contractor is notified otherwise by the Engineer, the Contractor shall continue to protect the project as specified in the Contractor's WPCD/CRMP/SWPPP and to the satisfaction of the Engineer and the Contractor shall be responsible for continued maintenance of BMPs at all times, even when construction is inactive, until a Notice of Completion for the project has been issued by the City.

In the event that the project is not completed due to the weather, the City Engineer will notify the Contractor to cease operations. After notification, the Contractor shall cease operations as indicated in the notification and winterize the project as specified in the Contractor's SWPPP and to the satisfaction of the City Engineer. When weather permits, the City Engineer will notify the Contractor to resume operations. After notification, the Contractor shall resume operations within ten (10) calendar days and diligently complete the Contract. The Contractor shall not make any claim nor receive compensation for anticipated profits, loss of profits, damages, or any extra payment due to the work stoppage ordered by the City Engineer due to inclement weather.

Inclement Weather Conditions - If the Contractor's work is suspended due to inclement weather for a period exceeding seven (7) calendar days, all sections of curb and gutter that have been removed shall be backfilled with aggregate base or asphalt concrete to match the existing gutter grade. Compaction shall be a minimum of ninety percent (90%), and shall be placed in such a manner as to minimize the amount of standing water in the removed gutter sections and thereby reducing water infiltration into the road base. Driveway areas shall also be covered with trench plating. Drop inlets downstream of curb and gutter areas that have been backfilled with aggregate base or asphalt concrete shall be protected as specified in the Contractor's WPCP. Upon resumption of work, the excess compacted aggregate base or asphalt concrete shall be removed with the remaining aggregate base recompacted and tested prior to curb and gutter installation.

Section 3-13 Completion, Acceptance, and Warranty

SECTION 4 – CONTROL OF MATERIALS

Section 4-1 General Section 4-2 Protection Section 4-3 Inspection

4-3.1 General – Source inspection is not required for asphalt concrete pavement mixtures or structural concrete unless required by these the Special Provisions. A Certificate of

Compliance will be required.

Section 4-4 Testing

Section 4-5 Certificate of Compliance

A Certificate of Compliance is required for all materials approved by the submittal process unless waived by the Engineer.

Section 4-6 Trade Names

Section 4-7 Weighing Equipment

Section 4-8 Calibration of Testing Equipment

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

Section 5-1 Laws and Regulations

Section 5-2 Special Notices

Add the following to this Section:

Unless waiver by the Engineer, the Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, medical facilities and any other persons or agencies who may be affected by the project. Notifications shall be in writing and delivered at least two (2) weeks prior to construction.

Notifications shall include, but not be limited to, the following items:

- B. General information
- C. Construction Schedule
- D. Contact Person and Phone Number
- E. Traffic delays and alternate routes
- F. Tree removals and/or trimming
- G. Driveway closures (if multiple closures are required at separate dates, multiple notices will be required)
- H. Water service interruptions
- I. Temporary relocation of bus stops
- J. Adjustment of utilities
- K. Waste pick-up

Specific notification requirements to adjacent properties and businesses will be addressed in the Special Provisions.

If construction operations have been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, or multiple notices are required the Contractor shall re-notify the affected residents and businesses a minimum of two (2) working days prior to the start of the work.

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

Full compensation for Public Notification, as specified herein, shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

Section 5-3 Labor

Section 5-4 Insurance

Insurance requirements in this Section shall be replaced with the insurance

requirements contained in the Contract Agreement for the project.

Section 5-5 Antitrust Claims

Section 5-6 Patent Fees or Royalties

Section 5-7 Safety

In addition to compliance with this Section the Contractor shall:

- **1.** Replace and/or repair the damaged pavement outside the construction limits damaged by their operations to the satisfaction of the Engineer at no cost to the City.
- 2. Keep the areas adjacent to the construction site clear of any objects that may be hazardous to pedestrians and motorists. The Contractor shall be responsible for the project safety on a 24-hour basis each calendar day for the entire duration of the project.
- **3.** The contractor shall furnish, install and maintain all necessary signage for pedestrians and motorists in conformance with the California Manual of Uniform Traffic Control Devices.
- **4.** The City will only provide inspection during the designated construction hours Monday through Friday. Any work done without inspection is at the Contractor's risk and subject to rejection. The replacement costs for rejected work will be borne by the Contractor.
- 5. Use illuminated or reflective warning/construction signs at both ends of the construction area while hauling materials in and out of the site, and at appropriate locations or as directed by the Engineer for the entire project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. The Contractor shall provide larger flexible roll-up traffic control signs at no additional cost, if required by the Engineer. In addition to providing and maintaining delineation, the Contractor shall be responsible for the project safety on a 24-hour basis.

NOTE: Contractor to be aware of the following restrictions to all work being performed within the City of Wildomar;

- Any work located within a two (2) block radius of any school will be performed during a school break or on weekends. Contractor shall coordinate work schedule with Engineer, prior to commencing of proposed improvements.
- The Contractor shall not be allowed to perform any work on any holiday. During this period, all work shall be completed, all travel and/or traffic lanes shall be restored to a safe condition, be fully operational, and shall be opened to vehicular traffic.
- During elections, no work will be allowed within six hundred feet (600') from a polling place including no parking of construction equipment or employee vehicles within said distance of 600 feet.
- Prior to commencement of any work within City limits, the contractor shall coordinate with the Engineer so that the work performed will not interfere with any special events occurring in the City throughout the year.
- Construction hours shall be further limited to the times specified in Section 15.04.010 and Section 9.48.0608 of the City Municipal Code.

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

Section 6-1 – Construction Schedule and Commencement of the work Section 6-2 – Prosecution of the Work

Add 6-2.1 Record Documents – The Contractor shall record, on a set of Contract Documents maintained at the job site, deviations that have been made from the Contract Documents or approved shop drawings. This shall include locations of buried conduits and utility features which are revealed during construction. Requests for partial payments shall not be approved until the record documents are up to date and delivered to the City, after approval of the Engineer.

Section 6-3 – Time of Completion

Section 6-4 - Delays and Extensions of Time

6-4.3 Payment for Delays – The Contractor shall not be paid for delays except those for which the City is responsible or described in Section 402-5. The amount of delay compensation shall be wholly determined by the Engineer.

Section 6-5 – Use of Improvement During Construction

Section 6-6 – Suspension of the Work

Section 6-7 – Termination of the Contract for Default

Section 6-8 – Termination of the Contract for Convenience

Section 6-9 - Liquidated Damages

Liquidated Damages shall be \$1000.00 per Calendar Day unless otherwise provided in the Contract Documents.

SECTION 7 - MEASUREMENT AND PAYMENT

Section 7-1 – Measurement of Quantities for Unit Price Work

Section 7-2 – Lump Sum Work

Section 7-3 – Payment

7-3.3 - Delivered Materials

The cost of materials and equipment delivered, but not incorporated into the Work will not be included in the progress payment estimate unless otherwise provided in these Special Provisions.

Section 7-4 – Payment for Extra Work

7-4.3.1 – Work by Contractor

The allowance for overhead and profit to be added to the Contractors costs shall be 12%. 7-4.3.2 – Work by Subcontractor

The allowance for overhead and profit to be added to the Subcontractors costs shall be the same as allowed in Section 7-4.3.1. The Contractors costs and markup shall be 5%.

Section 7-5 – Payment for Changes Requested by the Contractor

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Section 8-1 – General

The contractor shall not be required to provide field office facilities for the City unless otherwise provided in the Special Provisions.

Section 8-2 - Field Office Facilities

Section 8-3 - Field Laboratories

Section 8-4 – Bathhouse Facilities

Section 8-5 - Removal of Facilities

Section 8-6 – Basis of Payment

PART 2 CONSTRUCTION MATERIALS

SECTION 200 - Rock Materials

SECTION 201 – Concrete, Mortar and Related Materials

201-1.1.2 Concrete Specified by Class and Alternate Class Concrete for street surface improvements as listed in Table 201-1.1.2 shall be 560-C-3250. All other concrete shall be per Table 201-1.1.2 unless otherwise specified in the Bid Item Special Provisions.

SECTION 202 – Masonry Materials

SECTION 203 – Bituminous Materials

SECTION 204 – Lumber and Treatment with Preservatives

SECTION 205 - Piles

SECTION 206 – Miscellaneous Metal Items

SECTION 207 – Gravity Pipe

SECTION 208 – Pipe Joint Types and Materials

SECTION 209 – Pressure Pipe

SECTION 210 – Paint and Protective Coatings

SECTION 211 – Material Tests

SECTION 212 – Water and Sewer System Valves and Appurtenances

SECTION 213 – Engineering Geosynthetics

SECTION 214 - Traffic Striping, Curb and Pavement Markings, and Pavement Markers

SECTION 215 – Precast Reinforced Concrete Manholes (PRCMH)

SECTION 216 – Precast Reinforced Concrete Box

SECTION 217 – Bedding and Backfill Materials

PART 3 CONSTRUCTION METHODS

SECTION 300 – Earthwork

SECTION 301 – Subgrade

SECTION 302 - Roadway Surfacing

Section 302-2.3 Equipment

Add 2.3.1 General - Paving machines shall be equipped with a fully-automatic screed control system. The system shall be either a contact (skid) or non-contact (sonic averaging) system. The skid shall be a minimum of 30-feet long, mounted on the side of the spreading and finishing machine which will receive the next mat of material, and placed in contact with the pavement surface. The sonic averaging system shall have a ski, a minimum of 24 feet long, mounted on the side of the paving machine which will receive the next mat of material. The automatic screed control system shall be in operation during placement of all courses unless otherwise approved by the Engineer."

Add 302-5.6.3 Smoothness Verification and Correction - The Contractor shall water-test all finished Asphalt Concrete surfacing prior to final inspection. Any irregularities causing water to stand shall be corrected at the Contractor's expense. The Engineer may also test the pavement surface using other methods including, but not limited to, a rolling straight edge test, a profilograph test, or an International Roughness Index (IRI) test. Upon completion, the pavement surface shall be true to grade and cross section, in accordance with Subsection 302-5.6.2, "Density and Smoothness," of the SSPWC. If the finished surface does not meet the specified surface tolerance, it shall be brought into tolerance by a method to be approved by the Engineer which may include (but shall not be limited to) removal and replacement of finished surfaces or, at a minimum, abrasive grinding. utilizing diamond cutting blades followed by a fog seal coat applied to the areas which have been ground, followed by a sand blotter applied over the fog seal. If used, abrasive grinding shall conform to the first paragraph and last four paragraphs of Section 42-2.02, "Construction," of the Caltrans Standard Specifications, with the following exception: Residue from grinding operations shall be removed from the project site and properly disposed of at the Contractor's expense. Corrective work described above shall be at the Contractor's expense.

SECTION 303 – Concrete and Masonry Construction

SECTION 304 – Metal Fabrication and Construction

SECTION 305 – Pile Driving and Timber construction

SECTION 306 – Open Trench and Conduit Construction

SECTION 307 – Jacking and Tunneling

SECTION 308 – Microtunneling

SECTION 309 – Monuments

SECTION 310 – Painting

SECTION 311 – Special Protective Materials

SECTION 314 – Traffic Striping, Curb and Pavement Markings, and Pavement Markers

PART 4 EXISTING IMPROVEMENTS

SECTION 400 – Protection and Restoration Section 400-1 General

In the event a traffic control sign or lighting facility is damaged, the Contractor shall immediately call the Department of Public Works at 951-677-7751 or the after-hours number provided at the Pre-Construction meeting and repair or replace the facility, at the Contractor's expense, within 24 hours so the facility is fully operational.

Prior to construction, the Contractor is encouraged to document, in writing and by photograph, any damage to existing improvements within the right of way or adjacent private improvements within the project area.

In the event there are mature trees adjacent to the work area, the tree canopy may extend over the construction area. It is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way.

The Contractor, in writing, shall notify impacted residents and/or property owners to inspect their existing facilities to determine if any damage was caused due to construction. The notice shall be done within three (3) days of completing the project and shall request that the residents and/or property owners notify the Project Manager of such condition within seven (7) days. The seven (7) days notification is only a courtesy request and not a requirement; any damaged irrigation reported after the seven (7) days will still be required to be repaired.

All damaged landscaping shall be replaced in kind or better within two (2) weeks of the damage. It is the Contractor's responsibility to match the existing grass with a similar variety. Any area, which is rutted, shall be leveled with appropriate topsoil and seeded. All damaged irrigation systems shall be repaired within 48 hours.

Existing traffic stripes and pavement markers that are outside the areas of the project limits that are to remain in place shall be protected from wheel marks and other damage by the Contractor. Damaged traffic stripes and pavement markers shall be cleaned or replaced as approved by the Engineer. The restoration of such objects will be at the Contractor's expense and in conformance with "Traffic Striping and Pavement Markings" found elsewhere in these specifications.

SECTION 401 – Removal

Section 401-1 General

Care shall be exercised not to damage adjacent concrete curbs/gutters, concrete driveways, pavement, and landscape/irrigation. Gutters, pavement, sidewalk, driveways, or curbs damaged by construction operations shall be replaced at the Contractor's expense. Damaged landscaping or irrigation shall be replaced or repaired in kind to good working condition. Residue from removal operations shall not be permitted to flow or travel into gutters, onto adjacent surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

The Contractor shall implement whatever measures are practical during removal operations to maintain the existing subgrade integrity except as otherwise called for on the plans. Any subgrade disturbed or removed due to the Contractor not using the extra care outlined or for his convenience, shall be graded and compacted to the required elevations at no cost to the City.

SECTION 402 – Utilities

Section 402-1 Location

The extent that existing utilities are shown on the plans will be addressed in the Special Provisions.

Attention is directed to the contractor's responsibility to locate subsurface facilities within 24 inches of any side of excavations required for the work and provide this information to the Engineer. Payment for performing the location work shall be included in the price paid for the bid item provided. If no bid item is provided the cost shall be included in the various other items of work. No additional compensation will be allowed.

Section 402-5 Delays Due to Utility Conflicts

Add to last paragraph – Contractor shall provide documentation in the form of paid invoices or other documents acceptable to the Engineer substantiating the actual loss. The Engineer will determine the final fair and equitable compensation and no additional compensation will be allowed. Equipment on Idle is not eligible for any additional markup.

SECTION 403 – Manhole Adjustment and Reconstruction

SECTION 404 – Cold Milling

SECTION 405 – Micro-Milling

PART 5 PIPELINE SYSTEM REHABILITATION

SECTION 500 – Pipeline Rehabilitation

SECTION 501 – Service Lateral Connection Sealing

SECTION 502 – Manhole and Structure Rehabilitation

PART 6 TEMPORARY TRAFFIC CONTROL

SECTION 600 - Access

SECTION 601 – Temporary Traffic Control for Construction and Maintenance Work Zones

PART 7 STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 700 – Materials SECTION 701 – Construction

PART 8 LANDSCAPING AND IRRIGATION

SECTION 800 – Materials SECTION 801 – Installation

BID ITEM SPECIAL PROVISIONS

All work shall be performed in accordance with these Technical Specifications. Components of the work not addressed by these Technical Specifications shall be performed in accordance with the Standard Specifications for Public Works Construction (Greenbook 2021), or with the State Standard Specifications for components of work not addressed in the City of Wildomar Standard Construction Specifications.

<u>Unit Price Contract</u> - The provisions of Section 9-1.06, "Changed Quantity Payment Adjustments," of the State Specifications shall not apply to any bid item.

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities.

BID ITEM 1: MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE, AND MISCELLANEOUS

Mobilization shall conform to Section 7-3.4 and consist of preparatory work and operations for the street rehabilitation improvements, including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project, coordination with utility companies, and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items, and for obtaining all business licenses/registrations and permits, including permit fees, as required for the entire project, from all related agencies including, but not limited to, the City of Wildomar. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor is advised that temporary staging areas located on private property within the City of Wildomar must first be submitted to the Engineer for review and approval and that if approved, the temporary staging area shall be considered part of the construction area included under this contract and shall be subject to all of the project requirements. Temporary staging areas may also require other permits/approvals from the City.

The Contractor shall have on the work site at all times, as his agent, an English-speaking superintendent or foreman capable of reading and thoroughly understanding the plans, specifications, and other related documents.

Mobilization shall include project overhead costs, including costs and fees for obtaining construction permits and/or permit riders as may be required by the City of Wildomar, or as may be required by law, and for obtaining bonds, insurance and financing for the entire project prior to beginning work.

Contractor shall confine his operations and work area to the street right-of-way, and where applicable, the obtained slope and temporary construction easements. Unless the Plan shows otherwise, no encroachment into the obtained slope and temporary construction easements or private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor. Material shown on the plans or designated in the Special Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the Engineer by the Contractor at the Contractor's sole expense.

The Contractor shall provide personnel to keep the construction site in a safe condition at all times, including non-working hours.

<u>Utility Coordination</u> – Contractor is advised that the Project includes removals, relocations and installation of utility improvements, including but not limited to, power poles, telephone poles, fire hydrants, water and gas meters, water and gas valves, pull boxes, manholes, clean outs, air vacuum valves, etc. Utility companies will require the Contractor to perform grading operations and installation of curb and gutter prior to being able to relocate their facilities. Upon completion of these items, Contractor is required to provide a utility window for utility companies to perform their work. Contractor may continue work in the immediate area, only if the work does not impede or adversely affect the utility company relocation work and with consent of the utility company.

The Contractor is permitted to work in other locations which will not affect the utility relocation work. If no work is able to be performed, Contractor may request the project time to be suspended, however any and all costs associated with suspending the work, demobilization, remobilization, and equipment, labor and material cost increases shall be considered included in the price bid for this item and no additional compensation shall be made.

<u>Progress Schedule</u> - Progress schedules shall conform to Section 8 Prosecution and Progress of the State Standard Construction Specifications.

A Construction Schedule shall be submitted at least five (5) working days prior to commencing work. All revisions shall be completed within three days after review by the Engineer. Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least three (3) working days prior to performing any work.

During the duration of the contract, on or before the first calendar day of each month, the Contractor shall submit a complete, updated progress schedule to the Engineer. Updated progress schedules shall incorporate all current schedule information, actual progress, approved adjustments of time, and proposed changes in sequence and logic.

The Contractor shall also submit, on a weekly basis, a three-week rolling schedule. The three-week rolling schedule shall be submitted on the first day of the work week or as indicated by the Engineer at the Pre-construction Conference. The weekly schedule shall include location of work areas proposed and work activity included that week and other pertinent information as requested by the Engineer.

Mobilization shall include scheduling of the work in conformance with the traffic control criteria for removals.

Unless otherwise specified in the General Provisions, payment for Mobilization shall include compliance to and furnishing all equipment set forth in the General Provisions.

<u>Order of Work</u> - The Contractor shall prepare a written schedule denoting locations and times of planned activities, and other impacts. The schedule for planned activities shall be submitted to the Engineer before or at the time of the pre-construction meeting. Contractor shall note that work shall not start unless a schedule has been submitted and accepted by the Engineer.

The Contractor must field verify all existing utilities and shall submit the report to the Engineer prior to beginning work at each site.

Public Notification

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

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

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Adjustment of utilities
- Waste pick up

<u>7-Day Notifications</u> - Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least seven (7) calendar days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information. The notifications delivered to residents should also include information on what a slurry seal is, clarifying that it is not an asphalt overlay, and address, but not be limited to, the following items:

- Slurry Seal is subject to scuffing from turning wheels.
- Residents should minimize sharp turns into driveways. after treatment.
- Color differences may occur.
- Slurry seal and microsurfacing may generate debris, so the Contractor will provide street sweeping up to three times after completion of the slurry seal with no-parking signs posted in advance of the sweeping. The frequency of post slurry seal/microsurfacing street sweeping shall be determined by the City.
- Other distinguishing characteristics of a slurry seal to help address public comments/questions.

The Contractor shall provide the Engineer a draft submittal of the resident notification letters for approval, and a copy of all written notifications for review seventy-two (72) hours prior to delivery.

<u>72-Hour Notifications</u> - The Contractor is responsible for delivering door hangers (or Contractor's equivalent form approved by the Engineer) *PRIOR* to construction operations. Notification will require dates, times and other pertinent information regarding the project to be filled in by the

Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns. 72-Hour Notifications to affected residents and businesses shall be delivered a minimum of 72-hours prior to operations.

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

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

Other Information

At least one week prior to the commencement of construction, the Contractor shall install project informational signs at all road rehab streets. The Contractor shall maintain the signs for the duration of the project and remove them upon completion of the work.

The contractor shall provide informational signs meeting the below requirements at each end of the road rehab project streets.

The signs shall meet the following requirements:

- 1. Signs shall be similar to standard construction warning signs, metal, minimum 36 x 36
- 2. White background with black lettering
- 3. Install on standard metal traffic sign posts in concrete, AC or soil as necessary
- 4. Include City of Wildomar Logo (black & white)
- 5. Include the statement 'PROJECT MADE POSSIBLE BY SB1 THE ROAD REPAIR
- 6. AND ACCOUNTIBILITY ACT OF 2017 AND WILDOMAR MEASURE AA'. Include SB1 and Measure AA logos on the signs.
- 7. Be installed facing on-coming traffic
- 8. Receive approval from the Engineer before fabrication and Installation

All street locations shown in the Improvement Plans for CIP 058-2 (Slurry Seal Project) shall have relocatable project Information Signs installed on Type III barricades. Due to the fast nature of slurry seal operations, it is not considered practical or effective to place Informational Signs at Slurry Seal Streets. In-lieu of informational signs, the Contractor shall include funding source information and funding source logos on notices sent to residents impacted by slurry seal operations.

Notices shall, in the footer of the document:

- a. Include City of Wildomar Logo (color).
- b. Include the statement "PROJECT MADE POSSIBLE BY WILDOMAR MEASURE AA SALES TAX AND COUNTY MEASURE A SALES TAX."
- c. Include the Measure AA and Measure A Logos (color).
- d. Receive approval from the City Engineer before printing and distribution.

Measurement and Payment

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as included in the contract LUMP SUM price bid for MOBILIZATION,

DEMOBILIZATIN, BONDS, INSURANCE, AND MISCELLANEOUS, and shall be paid based on the percentage of completed work to date. No additional compensation will be allowed therefore. Payment for Mobilization/Demobilization shall be considered full compensation for obtaining all bonding, insurance, business licenses and permits, including the City of Murrieta, as required for entire project, from all related agencies including but not limited to utility companies, the City of Wildomar, private and public agencies. The compensation shall include the compliance with the requirements specified in those licenses and permits; including furnishing a crew to pothole at the direction of the Engineer; payment of all required fees; all labor, tools, equipment, personnel, materials, and incidentals necessary to perform all related items of work. No additional compensation shall be allowed.

Payment for this item shall be made at the Contract lump sum price, based on the following schedule:

- 50% to be paid on the 1st partial payment,
- 25% after 50% project completion, excluding amount earned for Mobilization,
- 25% to be paid on the final payment.

In each of the above payments, 5% retention will be deducted in accordance with Section 9-3, "Payment," of the Standard Specifications.

BID ITEM 2: TRAFFIC CONTROL SYSTEM

Attention is directed to Section 6, "Public Safety," of the Standard Construction Specifications and these specifications. The Contractor shall be responsible for the safety vehicular and pedestrian traffic within the project limits and on the approaches to the project.

The work shall conform to the provisions of Part 6 of the General Provisions, these Special Provisions, and the provisions of the latest California Manual on Uniform Traffic Control Devices (MUTCD).

All traffic control operations shall be conducted by a professional traffic control company or contractor personnel dedicated to traffic control, experienced in providing traffic control on municipal roadways and conditions similar to the project requirements and are not assigned other tasks on the project.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served, and work expedited. Any proposed modification shall be approved in writing by the Engineer.

Any locations yielding a situation that is not considered drivable by the Engineer shall be resolved by the Contractor at the direction of the Engineer. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action. The Contractor is not allowed to drive his/her fully loaded trucks on the new pavement.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements unless approved by the Engineer. No further payments will be made to the Contractor until problems are resolved according to the City's requirements.

The Contractor shall:

- 1. Submit a phased work plan showing street accessibility when under construction for review and approval by the Engineer upon request, and at least a minimum of three (3) weeks prior to the start of construction.
- 2. Perform all work for this project Monday through Friday, from 8:00 am to 5:00 pm except City observed holidays. No lane of traffic shall be closed prior to 8:30 am, and any closed lanes shall be open to traffic at 3:30 pm. No work shall be performed on any streets after 3:30 p.m. on Friday, until Monday morning. The only exception to this would be to work on weekends to provide access to businesses.
- 3. Conduct operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstructions and inconvenience to public traffic and to properties fronting the construction areas.
- 4. Submit to the Engineer for approval his method of maintaining access to businesses fronting the construction. Where necessary, temporary ramps shall be constructed and maintained. In addition, the Contractor shall notify occupants of affected properties forty-eight (48) hours in advance of the time access will be affected by the prosecution of the work required.
- 5. Plan accordingly and be aware of all streets that are within close proximity to school district facilities. Contractor shall be cognizant of local school district schedules, bell schedules and student pick-up/drop-off traffic patterns. School locations and neighboring streets include but are not exclusive to:
 - o David A. Brown MS Grand Ave, Willow Bay Rd, Canyon Crest St, Virgo Way
 - o William Collier ES Trailwood Ct, Mayhall Dr, Alderbrook Rd, Hillspring Rd
 - o Donald Graham ES Fredrick St, Woshka Lane, Pawi Ct
 - o Ronald Reagan ES Brillante Dr, Rosita Dr, Iodine Springs Rd, Trig Rd, Doheny Cir
 - o California Lutheran HS and Wildomar ES Wildomar Trl

Work occurring near schools should be prioritized prior to the recommencing of the school year (August 9th) and during school breaks. Weekend working days may be granted upon request of the contractor in effort to maintain access around school areas, subject to approval by the Engineer.

Street Requirements and Lane Closures

In general, but subject to the special provisions in this Section, on multi-lane (4 lanes or more) streets, only one lane in each direction may be closed at a time. On two-lane streets, one lane may be closed at a time, but two-way traffic flow shall always be maintained with flaggers.

Lane closures shall only be allowed Monday through Friday from **8:30 a.m. to 3:30 p.m.**, except City observed holidays unless noted otherwise. At 8:00 a.m., the Contractor may start work earlier by setting up and starting operations but may not shut down a lane or street to traffic until 8:30 a.m. Minor deviations from the requirements concerning hours of work, which do not change the cost of the work, may be permitted by the Engineer upon the written request of the Contractor if traffic will be better served and the work expedited. The Contractor shall obtain prior written approvals from the Engineer before adopting such deviations.

When directed by the Engineer, the Contractor shall provide flagmen to direct the traffic, at no additional contract cost to the City.

<u>Traffic Control Plan</u> - The Contractor shall submit Traffic Control Plans (TCP) conforming to Section 12, "Temporary Traffic Control," of the State Standard Construction Specifications and these provisions developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, bicyclists, pedestrians, and workers during construction. The TCP shall include all work within the City rights-of-way. Work shall not be allowed until the TCP has been reviewed and accepted by the Engineer. It is the Contractor's responsibility to provide a qualified person to prepare the TCP. Contractor shall note that TCP may be required for individual work activity.

The TCP shall be submitted to the Engineer ten (10) working days prior to any work activity. Under no circumstances shall any construction work affecting traffic be performed prior to the Engineer's acceptance of the TCP and the installation of the required advisory signs.

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

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

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

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

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

- No work shall be performed on Saturday, Sundays, or legal holidays.
- Hours of construction are between 8:00 am 5:00 pm.
- No lane of traffic shall be closed to the public prior to 8:30 a.m. and all lanes shall be open to traffic by 3:30 p.m.
- Generally, one of the traffic lanes in each direction of an existing four lane road, and one of the lanes of an existing two-lane road can be closed to perform the required work
- Lanes of traffic shall have a minimum width of 10 feet.

At the completion of the work shift, all existing lanes of traffic shall be maintained and opened to traffic. In order for lanes to be open for traffic by the time designated, Engineer may direct work activity to stop two to three (2-3) hours in advance or earlier to accommodate hour restrictions. The Engineer reserves the right to modify Contractor's scheduled locations for construction operations to accommodate access for businesses/residents.

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time. The Contractor shall be responsible for maintaining local property access and access to existing public

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

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

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

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

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

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

If awarded as part of the contract, Additive Schedule B and/or Additive Schedule C shall comply with these specifications.

Measurement and Payment

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

BID ITEM 3: WATER POLLUTION CONTROL PROGRAM

Water Pollution Control shall conform to Section 3-12.6 of the Standard Specifications, the General Provisions, and these Special Provisions.

This project requires Construction General Permit coverage from the State Water Quality Control Board. Therefore, the Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) as identified in the General Provisions.

The Contractor shall provide a professional water pollution control company for implementation of the Water Pollution Control Program who shall be responsible for placing and maintaining water pollution control devices. However, the Contractor shall always remain responsible for the water pollution control devices, even when the water pollution control company is not on-site.

Measurement and Payment

The contract Lump Sum price paid for Water Pollution Control Program shall include full compensation for mobilization, obtaining Water Board Permit coverage and compliance and reporting related to said Permit, performing all work items as contained in the SWPPP/WPCD/CRMP, responding to and addressing City inspections, furnishing, placing, and removing aggregate base for inclement weather protection, resuming operations (mobilization) after inclement weather and conforming to the requirements of this section shall be considered as included in the price paid for this item and no additional compensation will be allowed therefore. Total payment may be reduced, as determined by the Engineer, for lack of prompt compliance with City inspections and correction notices. No payment shall be made for the Contractor's delays or activities required due to lack of compliance with this section and no payment shall be made for any fines incurred due to lack of compliance with this section.

BID ITEM 4: CONSTRUCTION SURVEYS

The Contractor shall be responsible for establishing all lines, grades and layout for all construction as well as conformance to Section 400-2 of the Standard Specifications.

This work shall consist of furnishing and setting construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as necessary for the City Engineer to check lines, grades, alignment and elevations. Construction staking shall be performed as necessary to control the work as determined by the City Engineer. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor at the pre-construction conference for his use in performing the construction staking. All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Construction stakes shall be removed from the site of work when no longer needed.

Attention is directed to Section 400-2 Permanent Survey Markers of the Standard Specifications. Revise the second paragraph and replace "The Agency will:" with 'The Contractor will:". In addition, performing items a, b & c the Contractors surveyor shall:

- 1. Prior to construction perform existing monument research to locate existing monuments within the work area and submit a signed report to the Engineer with the location of controlling monuments that must be preserved.
- 2. Upon completion of construction perform field investigation to determine monuments lost or disturbed and submit a signed report to the Engineer.

This work shall also include monument preservation including before and after construction. Corner Records, setting centerline monuments at street intersections and BC's and EC's of curves with ties.

Measurement and Payment

The contract LUMP SUM price paid for CONSTRUCTION SURVEY shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the requirements of this section and no additional compensation is allowed therefore.

BID ITEM 5: INSTALL TRAFFIC SIGNING AND STRIPING

Traffic Signing and Striping shall include the layout and application of two-coat painted traffic striping and pavement markings including 8 type A traffic signal loop detectors, as shown on the Plan, in accordance with Section 84, "Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications, and Caltrans Standard Plan No. A20A through A20D, A24A through A24F and ES-5B.

The Contractor shall renew or replace any existing traffic striping and/or pavement markings which, during his operations, have either been removed or reduced in effectiveness, in addition to that which is designated herein. Renewal of traffic striping and/or pavement markings and installation of temporary pavement striping shall be accomplished in a manner as to restore any damaged striping back to original condition and in conformance with the provisions of the 2014 MUTCD California Requirements and Standards (or the most current edition of the MUTCD California).

Any existing paint or thermoplastic pavement markings and traffic striping which require removal outside of the paving operations shall be removed in their entirety by grinding or sandblasting. The grinding or sandblasting shall be accomplished in accordance with acceptable industry practice. The existing pavement markings and traffic striping shall be removed to the satisfaction of the Engineer, prior to construction of the asphalt concrete overlay.

In areas of existing valve cans and manholes, such utility covers shall be raised to final grade and surface improvements restored to final conditions before traffic striping operations are started.

Where existing pavement markings (i.e. Stop Legends, limit lines, X-walks, etc.) have been partially removed by the Contractors' operations, the Contractor shall renew the entire set of markings at that intersection unless otherwise instructed by the City Engineer. Renewing a portion of the marking will not be acceptable.

The striping layout shall be approved by the City Traffic Engineer prior to installation of permanent striping. The layout shall be subject to minor changes and variations from the Plans, as required by existing field conditions. The Contractor shall contact the City Traffic Engineer at least two working days prior to commencing work, for approval of proposed striping layout.

The Contractor is required to complete permanent traffic striping within five (5) working days after final paving has been completed.

Pavement Markings shall include application of two-coat, painted pavement markings, words, arrows, crosswalks and limit line, as shown on the Plan, in accordance with Caltrans Standard Plan No. A24A through A24F, and Caltrans Standard Specifications stated above.

The marking layout shall be approved by the City Traffic Engineer prior to installation of permanent marking.

Paint for pavement marking and striping shall be either rapid dry white conforming to State Specification 711-80-195 or rapid dry yellow conforming to state Specification 711-80-198, in accordance with the color stipulated on the Plan or as directed by the Engineer.

Two coats of paint shall be applied. Reflective material consisting of glass beads shall be applied to the surface of each coat of paint prior to setting so that the beads shall have proper adhesion.

Glass beads shall conform to State Specification 69-80-34 and shall be mechanically applied at a rate of 6 to 8 pounds of beads per gallon of paint. Glass beads shall be applied to pavement markings, crosswalks, and striping by a dispensing device developed for this purpose or other methods approved by the Engineer. Stencils for pavement marking shall match City of Calimesa stencils exactly.

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

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions. All pavement markers shall be removed prior to pavement resurfacing. Pavement markers shall be applied at all locations where existing pavement markers are damaged, obliterated or removed as a result of asphalt resurfacing operations, where required by Section 85 of the Standard Construction Specifications and these specifications, whether a pavement marker was existing or not, and as shown on the plans.

Unless otherwise noted on the plans or in these Special Provisions, the Contractor shall replace all pavement markers on the same alignment and location.

Fire Hydrant Markers - Blue reflective pavement markers shall be placed in the street, 6" to 12" off of centerline or lane line, as directed by the Engineer, and perpendicular to all fire hydrants. Markers shall be blue with two reflective faces. Contractor shall be responsible for locating all fire hydrants and layout work required for installation of blue reflective pavement markers. Blue markers shall be referenced and installed at all fire hydrant locations within the project limits whether a reflective pavement marker was existing or not.

Retroreflective pavement markers shall comply with the specific intensity provisions for reflectance after abrading the lens surface in conformance with the "Steel Wool Abrasion Procedure" as specified in Section 85-1.05 "Retroreflective Pavement Markers".

Temporary Lane Delineation

The Contractor shall, upon completing pavement work, which covers or obliterates existing pavement striping, immediately place temporary striping or other delineation as approved by the Engineer along the lines of the existing striping to direct traffic until permanent striping or markers can be placed.

Temporary tab markers shall not be placed more than twelve feet apart on curves nor more than twenty-four feet apart on straight segments. Temporary tab markers shall be the same color as the stripe they are replacing, shall measure two inches tall by 3-1/2 inches wide, and have a reflective lens across the marker width. The Contractor shall be responsible to maintain all temporary lane delineation until final striping and markings are placed.

Signage and Striping Additions

- Contractor shall provide enhanced visibility marked crosswalks (Yellow, Continental Type per Caltrans Standard Plans) at the intersections of Prairie Road/Cervera Road and Prairie Road/Gierson Avenue.
- Contractor shall provide enhanced visibility marked crosswalk (Yellow, Continental Type per Caltrans Standard Plans) in the north/south direction at the intersections Raspberry/Prairie and Oakmore/Prairie.
- Contractor shall add a stop sign, advanced stop bar, and stop legend, on the side street at the intersection of Oakmore/Prairie.

If awarded as part of the contract, Additive Schedule B and/or Additive Schedule C shall comply with these specifications.

Measurement and Payment

The contract LUMP SUM price paid for INSTALL TRAFFIC SIGNING AND STRIPING shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in completing the requirements of this section including but not limited to all necessary sandblasting to remove existing striping/markings/raised markers and excavation/backfill required for sign post installation as directed by the Engineer and no additional compensation is allowed therefore.

BID ITEM 6: GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.) BID ITEM 7: GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (2" MIN.)

Contractor shall Cold Mill existing Asphalt Concrete Pavement to the depth specified in the Plan and shall conform with Subsection 404 "Cold Milling" of the Standard Specifications. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat plaining will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

Except as otherwise called for on the plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer.

The cold milling planer machine(s) used on this project shall be loading, and have a cutter head at least 5 feet wide. This machine shall be supported by tracks rather than by wheels, except as otherwise directed by the City Engineer. Bartmill 300 or equivalent cold mining machines may be used in tight areas, at intersections, and other designated locations approved by the Engineer. The cold planing machines shall be operated so as not to produce dust, fumes or smoke. For smaller, tight areas at curb returns, smaller grinders may be used to facilitate the operation.

The final depth, width, length and shape of the cut shall be as indicated on the plans and the typical cross section details, or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross section(s) except as otherwise directed by the Engineer.

If surveyor's monuments in cold mill areas are damaged, the Contractor shall be responsible to have the monument replaced by a licensed land surveyor and file appropriate corner records.

The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen

under surface object(s) and shall include in the price bid for cold milling removal work, an additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Telecommunication manholes within areas of cold milling shall be protected in place and asphalt pavement shall be placed to match the existing elevation of said manholes. Contractor shall remove sewer and storm drain manhole frame and cover and adjust manholes to grade.

Care shall be exercised not to damage adjacent concrete gutters. Gutters or curbs damaged shall be replaced at the Contractor's expense. Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the contract lump sum price bid for Traffic Control and Safety.

Temporary A.C. Ramp Transition at Pavement Join Lines and Manholes

Cold milling cuts which are transverse to vehicular traffic and manholes in the cold mill area shall be paved to taper to existing pavement with temporary asphalt concrete, and maintained in good condition until placement of new wearing surface. Cold milling cuts and manholes shall not be left without temporary pavement. Temporary pavement taper shall have a maximum slope of 2-inch per one (1) foot.

Ponding

To insure public safety, any ponded water on the cold milled areas due to rain, irrigation, etc., shall be immediately removed by the Contractor using pumping or other approved measure.

The pavement surface shall be swept by means of a sweeper having the capabilities to effectively sweep and retain dust, dirt, and debris from the pavement. The suction fan shall move air from the main brush compartment through the air filter in sufficient volume during sweeping to prevent escape of visible dust from the brush compartment directly in the air.

The Contractor shall repair, replace or reseal all areas of the streets which have not been properly or completely sealed, which have been damaged by traffic due to premature opening or other distress. All remedial repairs shall be completed within 14 days after notification by the Engineer and shall be completed at no cost to the City.

During sealing operations, it shall be the Contractor's responsibility to thoroughly and adequately protect all manhole covers, water valve covers and utility vault covers, raised pavement markers, all survey marks, monuments and bench marks, and all drainage facilities. The Contractor shall employ all means necessary to protect and clean these existing facilities to their original condition or shall bear the cost to replace them where necessary.

Measurement and Payment

The contract unit price paid per SQUARE FOOT for GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.) OR GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (2" MIN.) shall include full compensation for furnishing all labor, time, materials, tools, equipment and incidentals for all work involved including but not limited to removal and disposal of material, cleanup of surrounding area, construction of temporary AC ramps and no additional compensations shall be allowed.

BID ITEM 8: REMOVE EXISTING ASPHALT CONCRETE PAVEMENT TO 3" DEPTH BID ITEM 9: REMOVE EXISTING ASPHALT CONCRETE PAVEMENT TO 6" DEPTH

Contractor shall Sawcut and Remove Existing Asphalt Concrete Pavement and/or Subgrade to a depth shown on the construction plans or as directed by the City Engineer.

Except as otherwise called for on the plans, all asphalt concrete pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by the City Engineer.

Care shall be exercised not to damage adjacent concrete curbs/gutters, concrete driveways, pavement, and landscape/irrigation. Gutters, pavement, driveways or curbs damaged by construction operations shall be replaced at the Contractor's expense. Damaged landscaping or irrigation shall be replaced or repaired in kind to good working condition. Residue from removal operations shall not be permitted to flow or travel into gutters, onto adjacent surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE TO 3" OR 6" DEPTH shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for doing all work involved in removing, disposing and/or stockpiling AC Pavement, as specified in the Standard Specifications and these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed therefore.

BID ITEM 10: PULVERIZE EXISTING ASPHALT CONCRETE PAVEMENT TO 3" DEPTH BID ITEM 11: PULVERIZE EXISTING ASPHALT CONCRETE PAVEMENT TO 6" DEPTH

Contractor to pulverize and blend existing asphalt pavement and subgrade as reuse of aggregate base material. Contractor shall be required to sawcut existing asphalt concrete pavement at all locations which adjoining asphalt concrete pavement is not scheduled for pulverization. The existing pavement and subgrade material shall be pulverized and blended to the reclamation depth as stated in the plans, contractor shall remove the upper thickness as specified in the plans, in accordance with these special provisions and shall be reshaped and compacted to 95% relative compaction to provide a stable foundation for the asphalt concrete in accordance with the requirements of Section 301-1 "Subgrade Preparation" and these Special Provisions as directed by the Engineer. This work shall consist of pulverizing existing bituminous surfacing within the limits shown on the plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Reshaping

For areas identified in the plans requiring reshaping of existing roadway, contractor shall modify pulverize depths and/or removal of pulverized material to reshape roadway to a proposed maximum 3% cross fall holding finished surface elevations at roadway edge. For areas where a warped section (Arizona Crossing) is required, Contractor shall reshape roadway within the transitioned distance specified on plans to transition between the crowned street section at the beginning of transition and warped street section at the end of transition. All reshaping shall be considered a part of pulverization and paid for as a miscellaneous item of the work required for pulverization and no additional compensation shall be provided.

If awarded as part of the contract, Additive Schedule B shall comply with these specifications.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of PULVERIZE EXISTING ASPHALT CONCRETE PAVEMENT TO 3" OR 6" DEPTH shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for doing all work involved in pulverizing, removing, reshaping, grading, watering, rolling, compacting, disposing and/or stockpiling, as specified in the Standard Specifications and these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed therefore.

BID ITEM 12: CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY BID ITEM 13: CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

Dense Graded Asphalt Concrete (DGAC) Overlay Type C2-PG 64-10

This item shall include construction of Minimum Dense Graded Asphalt Concrete (DGAC) overlay, to the depth as shown on the Plan, in accordance with Subsections 203-6, "Asphalt Concrete," and 302-5, "Asphalt Concrete Pavement," of the SSPWC, except as modified or supplemented herein. The asphalt concrete overlay shall be placed in one lift.

Tack coat shall be Grade SS-1H per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints on A.C. catching and P.C.C. surfaces and edges against which AC is to be placed.

Curbs, walks, gutters, and other structures shall be carefully protected, and any adjoining improvement damaged by spattering or tracking with tack coat shall be thoroughly cleaned.

Overlay item shall include replacement of all damaged traffic detection loops as shown on the plans, or encountered in the field. Loop replacement shall be per Caltrans Standard Plan ES-5A and ES-5B and shall conform to Caltrans Standard Specifications. Contractor's cost for replacement of detection loops shall be incorporated and paid as part of this item.

The contact surfaces of all cold pavement joints, curbs, gutters, etc. shall be painted with Grade SS-1h emulsified asphalt immediately before the adjoining AC pavement is placed. The Contractor shall clean the existing pavement surface, including gutters, immediately prior to application of the tack coat. Cleaning shall be accomplished by means of a self-propelled, mechanical street sweeper. The Contractor shall also be responsible for sweeping areas inaccessible to mechanized sweeping equipment. All debris generated shall be removed from the project site and properly disposed of. Use of air blowing equipment shall be prohibited.

The Contractor shall use a paving machine for the placement of the asphalt concrete overlay. The asphalt paving machine shall be equipped with a hydraulically extendable variable width screed with heating and vibration for uniform compaction and surface texture over the entire width of the paving mat. The standard screed width shall be ten feet (10'), capable of extension to at least 12 feet.

The initial breakdown rolling and the finished rolling shall be accomplished with a two-axle tandem roller, minimum 8 to 10 tons.

Temporary surfacing shall be placed only when directed by the Engineer, to safeguard the public. Payment for temporary surfacing shall be included in the unit price bid herein (1.5" OR 2" DGAC Overlay), unless otherwise specified in these Specifications.

If awarded as part of the contract, Additive Schedule B shall comply with these specifications.

Measurement and Payment

The contract unit price paid per SQUARE FOOT for CONSTRUCT 1.5" OR 2" ASPHALT CONCRETE OVERLAY shall include full compensation for all surface preparation, tack coat, compaction, detection loop replacement, materials, labor, tools, time, equipment, and incidentals required to complete the work. No additional compensation will be allowed therefore for either method selected by the contractor.

BID ITEM 14: CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY BID ITEM 15: CONSTRUCT 2" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY

Contractor shall construct Asphalt Rubber Hot Mix Overlay to the depth as shown in the Plans. Asphalt Concrete surface course shall be Asphalt Rubber Hot Mix, ARHM-GG-C, wet process, as specified in Section 203-11 "Asphalt Rubber Hot Mix (ARHM)" and 302-5 "Asphalt Concrete Pavement" of the Standard Specifications and shall conform to the following:

All surfaces to be overlaid shall be cleaned by the use of a broom and a vacuum sweeper. The overlaid surface shall be free of water, dust, or other foreign material before tack coat is applied.

All existing cracks which are exposed, and which the cracks are hairline to 1/8" in width, shall be air-blown with compressed air, and cleaned to expose the AC with the appearance of clean edges. Cracks greater than 1/8" in width shall be routed to remove all loose AC particles and to leave a cracked edge line that is sound and integral with no secondary fractures emanating from the crack line. Areas that are badly fractured shall be brought to the attention of the City's representative, prior to routing. These cracks, which are greater than 1/8" in width, shall then be air-blown with compressed air to the same extent as hereinbefore specified.

Crack sealant shall be a slow setting asphalt emulsion SS-1h, Type I, in accordance with Section 203-5. Material shall be nozzle injected and applied such that the cracks that are hairline and up to 1/8" in width shall be filled by "squeegees", wherein, the emulsion is forced into the cracks. The resultant filled crack line shall result with filled asphalt emulsion and with an upward concaved surface. Cracks greater than 1/8" in width shall be filled with asphalt emulsion by nozzle injection and the asphalt emulsion shall be similarly worked into the crack to fill the crack void. The filling of the crack void shall be worked in with "squeegees" or other hand tools to leave a surface which is level and not downwardly concaved.

The Contractor shall provide adequate quality control measures to ensure that delivery of asphalt rubber shall be neither to slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

Rock dust blotter material shall be required immediately after the completion of the "finish rolling" and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three (3) pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from

adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit bid price for ARHM.

The Asphalt Rubber Hot Mix surface course shall be gap-graded (ARHM-GG) class and grade C2-PG 64-10.

Pursuant to CalRecycle grant requirements, all crumb rubber used in the Rubberized Asphalt Concrete (RAC) Hot-Mix must be from California-generated waste tires only and processed in California. Recycled end-of-life crumb rubber that meets all specifications and standards can be used, as appropriate. All binder material used must contain a minimum of 300 pounds (or equivalent to [15%] by weight) of the tire derived crumb rubber per ton of rubberized binder. The binder may be either asphalt rubber/field blend or terminal blend.

Pursuant to CalRecycle grant requirements, the contractor shall complete a Reliable Contractor Declaration form (CalRecycle 168) prior to authorizing contractor to commence work on constructing ARHM overlay.

Measurement and Payment

The contract unit price paid per SQUARE FOOT for CONSTRUCT 1.5" OR 2" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY shall include full compensation for furnishing all labor, materials, tools, equipment to perform all work involved including surface preparation, crack sealing, installing and removing temporary asphalt as needed to conform with installation phasing requirements and to provide pavement transitions not greater than 0.5", and furnishing, applying and cleaning up excess rock dust blotter as specified herein and as shown on the construction plans and no additional compensation will be allowed therefore.

BID ITEM 16: CONSTRUCT 1.5" ASPHALT CONCRETE BASE PAVEMENT BID ITEM 17: CONSTRUCT 4" ASPHALT CONCRETE BASE PAVEMENT BID ITEM 18: CONSTRUCT 6" ASPHALT CONCRETE BASE PAVEMENT

Contractor shall construct Hot Mix Asphalt Base Course to the depth as shown in the Plans. Asphalt concrete pavement shall conform to Section 302-5 "Asphalt Concrete Pavement" and Section 203-6, "Asphalt Concrete," of the standard specifications and supplements below.

Prior to the placement AC pavement, the Contractor shall set reference points as necessary in order to all water valves covers and manholes may be located after pavement placement.

A minimum of five (5) working days prior to the paving operation, as outlined in the Contractor's approved construction schedule, the Contractor shall submit to the Project Engineer his pavement supplier's certification of gradation and oil content for the asphalt concrete to be used for this Contract. Composition and gradation shall meet the requirements of Section 203-6.4.3 "Composition and Grading," of the Standard Specifications.

The work to be performed under this Item consists of constructing a 1.5-inch (1.5"), 4-inch (4"), and 6-inch (6") thick asphalt concrete payement base course.

The provisions of Section 302-5, "Asphalt Concrete Pavement and Section 203-6, "Asphalt Concrete," of the Standard Specifications, shall apply to permanent resurfacing except as modified and supplemented below:

All asphalt concrete pavement shall conform to Subsection 203-6 of the Standard Specifications and all asphalt concrete pavement shall be constructed in accordance with Subsection 302-5 of the Standard Specifications.

MATERIALS: Asphalt Concrete Base Course: B-PG 64-10

Pavement thickness for the Asphalt base course shall be a minimum of 1.5-inches, 4 inches, or 6-inches.

Tack coat shall be SS-1h as specified and applied per Section 302-5 of the Standard Specifications. Prior to placement of the asphalt base course, the contractor shall apply a Prime Coat in accordance with Section 302-5.3 of the Standard Specifications to the subbase material. The Asphalt Concrete shall be placed when the atmospheric temperature is 60 degrees Fahrenheit (60°F) and rising. Asphalt concrete shall not be placed during unsuitable weather.

Asphalt Concrete for roadway resurfacing shall be placed and spread with a self-propelled-type paving machine or other method approved by the Project Engineer and shall be finish-rolled in accordance with the Standard Specifications.

Certified quantity tickets for the asphalt concrete shall be submitted to the City Inspector on the job site as the material is delivered and signed, so as to certify delivery and acceptance. Any material, for which quantity tickets are not submitted as the material is delivered, will not be accepted.

If awarded as part of the contract, Additive Schedule B shall comply with these specifications.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of CONTRUCT 1.5" OR 4" OR 6" ASPHALT CONCRETE BASE PAVEMENT shall include full compensation for furnishing all labor, materials, tools, equipment to perform all work including surface preparation, installing and removing temporary asphalt as needed to conform with installation phasing requirements and to provide pavement transitions, applying and cleaning up excess material and no additional compensation will be allowed therefore.

BID ITEM 19: APPLY TYPE II PME-RAP SLURRY SEAL

This Bid Item shall include the supply and placement of Type II PME-RAP Slurry Seal. PME-RAP Slurry Seal shall conform to Section 302-15 of the Greenbook (added). The unit price per ton of Slurry Seal area shall include the cost for all the work involved including the following:

302-15.1 General. PME-RAP slurry seal surfacing shall consist of the mixing, spreading and application of a stable mixture of polymer modified emulsified asphalt, reclaimed asphalt pavement aggregate, water, and set control agents at the Work site.

The Contractor shall make arrangements for and provide an aggregate stockpile site a minimum of 3 Working Days prior to starting the Work. Aggregates shall not be stockpiled on native material unless approved by the Engineer. The stockpile site shall be clean and free from any materials which may be detrimental to the production and performance of PME-RAP slurry seal surfacing.

Surface Preparation

Surface Preparation shall conform to Section 302-4.8 of the General Provisions, and these specifications. Prior to applying slurry seal material, all traffic striping and markings shall be removed in conformance with the specifications for the bid item for REMOVE AND REPLACE

PAVEMENT STRIPING AND MARKINGS. Prior to applying slurry seal material, all cracked and broken pavement shall be removed and patched in accordance with BID ITEM NO. 6 (REMOVE EXISTING AC 3" DEEP AND CONSTRUCT 3" HMA BASE COURSE), the Plans and Specifications, and to the satisfaction of the Engineer.

Contractor shall remove, by method of wet sandblasting, all existing striping and markings prior to placement of slurry seal. The Contractor shall remove/reinstall all pavement markers where removed.

Cleaning, removal and proper disposal of slurry material on manholes, valve boxes, and **survey monuments and markers**.

CRACK FILL

This Bid Item shall include the supply and placement of Crack Fill. Preparation of the pavement surface to receive slurry seal includes the cleaning of all cracks and the application of weed control a minimum of 7 days prior to the installation of Crack Fill. Existing cracks which are exposed, and which are hairline to 1/8" in width, shall be treated with weed killer, air-blown with compressed air, and cleaned to expose the AC with the appearance of clean edges. Cracks greater than 1/8" in width shall be routed to remove all loose AC particles and to leave a cracked edge line that is sound and integral with no secondary fractures emanating from the crack line. Areas that are badly fractured shall be brought to the attention of the City's representative, prior to routing. These cracks, which are greater than 1/8" in width, shall then be air-blown with compressed air to the same extent as hereinbefore specified.

The Contractor shall sweep the streets before the process and four times (one time every other week) after the process is complete to remove all debris or as directed by the Engineer. Following crack filling and prior to applying slurry seal material, the pavement surface shall be clean and free from dirt, oil, grease deposits, and other foreign items.

The Contractor shall complete CRACK FILL on a street a minimum Six (6) Weeks prior to applying slurry seal finish. The Contractor shall not proceed with application of the slurry seal until the Engineer has approved the surface preparation.

302-15.2 Materials.

302-15.2.1 Polymer Modified Emulsified Asphalt (PME). PME shall be grade PMCQS-1h conforming to 203-3.4.5 of the Greenbook except the polymer content shall be a minimum of **3.0 percent by weight of residual asphalt**.

302-15.2.2 Reclaimed Asphalt Pavement (RAP) Slurry Seal Aggregate.

302-15.2.2.1 General. RAP used to produce RAP slurry seal aggregate shall conform to 203-7.2.2, except for sand equivalent, and the requirements shown in Table 302-15.2.2.1.

TABLE 302-15.2.2.1

Tests	Test Method	Requirements	
Percentage Wear, 500 Revolutions ¹	ASTM C131	35% Maximum	
Sand Equivalent	ASTM D2419	60 Minimum	
Soundness (5 Cycles) 1	ASTM C88	15% Maximum	
Durability	CTM 229	55 Minimum	

Notes:

1. On RAP retained on No. 4 sieve.

302-15.2.2.2 Grading. The grading of the combined RAP aggregates shall conform to the requirements shown in Table 302-15.2.2.2.

TABLE 302-15.2.2.2

Requirements	Un-Extracted RAP Aggregate % of Combined Aggregate Passing Sieves (ASTM C136)	Extracted RAP Aggregate (ASTM D1856) % of Combined Aggregate Passing Sieves (ASTM	
3/8" (9.5 mm)	100	C136)	
No. 4 (4.74 mm)	90 - 100	100	
No. 8 (2.36 mm)	60 - 90	90 - 100	
No. 16 (1.18 mm)	35 - 60	65 - 90	
No. 30 (600 μm)	23 - 45	40 - 60	
No. 50 (300 µm)	12 - 30	25 - 42	
No. 100 (150 μm)	5 - 20	15 - 30	
No. 200 (75 μm)	0.5 -10	10 – 20	
Residual Asphalt Content (ASTM D6307), %		6.0 – 8.5	

302-15.2.2.3 Water. Water shall conform to 203-3.2 of the Greenbook.

302-15.2.2.4 Set Control Agents. Set control agents shall conform to 203-5.4.2.5 of the Greenbook.

302-15.3 Mix Designs. Mix designs shall conform to 203-5.2 of the Greenbook for Type II aggregate and the following:

The percentage of emulsified asphalt and residual asphalt content shall conform to the requirements shown in Table 302-15.3.

TABLE 302-15.3

Tests	Test Method	Requirements
Emulsified Asphalt,		10.0-14.0
% by weight of dry RAP Aggregate		10.0-14.0
Residual Asphalt Content,	ASTM D6307 1	
% by weight of dry RAP Aggregate	Or	12.0 Min.
	CTM 382 ¹	

Notes:

1. Sample size shall be 500g minimum.

The amount of set control agents to be included shall be that amount necessary to ensure that PME-RAP slurry seal surfacing can support vehicular traffic within 60 minutes after the completion of application.

Field adjustments to the set control agents may be made in accordance with the approved mix design.

302-15.4 Scheduling, Public Convenience and Traffic Control. Scheduling, public convenience, and traffic control shall conform to 302-4.5 and Part 6 of the Greenbook and the Special Provisions. "No Parking" signs must be submitted for approval by the Agency. The Contractor shall only post Agency-approved "No Parking" signs unless otherwise directed by the Engineer.

302-15.5 Continuous Flow Mixers and Mixing. Mixing shall be performed on the Work site by the use of continuous-flow mixers conforming to 302-4.3 of the Greenbook and the following:

Prior to the beginning of slurry operations, the Contractor shall furnish current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin of each mixer. Except for partial loads to complete a Day's schedule, or for patching, each mixer shall be filled to its rated capacity and the Engineer and the Contractor shall each keep a daily count of the number of loads and/or partial loads applied to the surface of the existing pavement by each mixer. Each aggregate bin shall have permanent calibration marks in maximum increments of 2 tons.

The Contractor shall have a minimum of 2 fully-operational continuous flow mixers available for use on the Work site at all times. These mixers shall be available for inspection by the Engineer at least 48 hours prior to commencing the Work.

302-15.6 Spreading and Application.

315-15.6.1 General. Spreading and application shall conform to 302-4.8 of the Greenbook and the following.

315-15.6.2 Utilities. The Contractor will be required to work around all existing utility facilities and to seal up to the edges of said facilities. During sealing operations, the Contractor shall cooperate with the owners of any utility covers and shall cover and completely protect said covers with heavy plastic or other suitable material. Raised pavement markers shall be removed or covered and completely protected as directed by the Engineer. The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces and shall remove slurry from surfaces not designated to be sealed. Covering of slurry on concrete surfaces with sand, cement, or paint will not be acceptable.

302-15.6.3 Application Temperature. Application temperature shall conform to 302-4.6.3 of the Greenbook.

302-15.6.4 Aggregate Application Rate.

302-15.6.4.1 General. Dry RAP aggregate shall be applied at a rate of 12 to 15 pounds per square yard over existing pavement, 14 to 16 pounds per square yard over micro-milled pavement, and at a minimum of 19 pounds per square yard over chip seals. The exact rate shall be approved by the Engineer.

302-15.6.4.2 Corrective Action. When the Engineer determines that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action. When

the rate is less than the minimum amount required, the Contractor shall re-apply additional PME-RAP slurry seal material to the nonconforming area to meet the requirements.

302-15.7 Rolling. After the completion of spreading and application, and when able without tracking, PME-RAP slurry seal surfacing shall be rolled with 3 passes of a pneumatic roller conforming to 302-2.3.5 of the Greenbook.

302-15.8 Field Sampling and Testing. During the performance of the Work, the Agency will take at least 2 field samples of the mixed slurry per slurry mixer per Day. The Wet Track Abrasion Test sample shall not be transported until the slurry has set as defined by ASTM D3910. Field samples shall conform to the requirements shown in Table 302-15.8.

TABLE 302-15.8

Tests	ASTM Test	Requirements	
16212	Method	Min.	Max.
Wet Track Abrasion Test, Weight Loss, gm/ft ² (gm/m ²)	D3910 ¹	0	60 (650)
Consistency Test (mm)	D3910 ¹	20 min. 40 max.	
Extraction Test (Calculated Emulsion Content, %)	D6307 ² , CT 382 ²	± 1 % of mix design	
Water Content (% of Dry RAP Aggregate Weight)	See Note 3	< 31	

Notes:

- 1. Modified ASTM D3910 to include No. 4 (4.75 mm) aggregate or greater and to be performed using field samples. Subsection 6.4.4.7, ASTM D 3910 may be modified to use a microwave oven for drying the specimen after the abrasion cycle is complete and the debris washed off.
- 2. Modified ASTM D6307 and California Test Method 382 to allow a minimum of 500 ± 50 grams sample.
- 3. Weigh a minimum of 500 grams of homogenized mixed slurry into a previously tared quart can with a friction lid. The lid shall be placed on the can to prevent loss of material during transportation. Place the can with the lid off in an oven and dry to constant mass at $220^{\circ}\text{F} \pm 10^{\circ}\text{F}$ ($110^{\circ}\text{ C} \pm 5^{\circ}\text{C}$).
- 4. The 3/8-inch (9.5 mm) template shall be used.

ASTM D3910, modified per 203-5.2 of the Greenbook, shall be used on field samples during performance of the Work. These results will be used in conjunction with 302-15.10.2.2.

The Contractor may perform "referee" sampling on its behalf. Each referee sample shall be taken immediately before, during or after the sampling by the Agency. No changes in machine calibration will be allowed between sampling. The Agency will observe the referee sampling to insure compliance with specified procedures. The Agency shall be given the opportunity to observe the remaining portions of the WTAT to assure the accuracy of the referee test. The Contractor shall notify the Engineer at least 24 hours in advance of actual test performance. The referee WTAT shall be performed by an independent, certified laboratory. The results of each referee test will be compared to the respective test performed by the Agency. At the discretion of the Engineer, the referee test may be used as a basis to modify the result of the respective test performed by the Agency. All costs for referee testing shall be considered as included in the Contract Unit Price for emulsion-aggregate slurry.

If the test results fail to meet the Specifications, the Contractor shall cease spreading slurry seal produced by the nonconforming mixer until the Contractor demonstrates the mixer is producing slurry seal which conforms to the Specifications.

Street Sweeping

The contractor shall include three post-slurry sweeps of each street, scheduled two weeks apart. The posting of temporary no-parking signs indicating dates of street sweeping shall be included so that sweeping is effective and helps limit the number of parked cars on those dates. Street sweeping post-slurry application shall be included as part of the bid item unit cost.

302-15.9 Measurement. The basis of measurement shall be the weight of materials, in tons, used in the Work, as determined by licensed weighmaster certificates. Upon completion of the Work, the Contractor shall submit to the Engineer licensed weighmaster certificates for materials delivered to the Work site and incorporated into the Work.

PME-RAP slurry seal will be measured by the total of the tonnage of polymer modified emulsified asphalt and RAP slurry seal aggregate used in the Work.

The Contractor shall submit to the Engineer, no later than noon of the first Working Day following the day of delivery, licensed weighmaster certificates showing the weight of emulsified asphalt and RAP slurry seal aggregate delivered to the Project stockpile/storage site. Only PME and RAP aggregate intended for use on the Work shall be delivered to the Project stockpile/storage site. Deliveries shall not be made on Saturday, Sunday, or holidays unless otherwise approved by the Engineer. Prior to acceptance of the Work, the Contractor shall also submit to the Engineer licensed weighmaster's certificates showing the weight of PME and RAP aggregate remaining at the Project site. Payment may be determined by deducting the weight of unused PME and unused RAP aggregate from the total weight of each material delivered to the Project stockpile/storage site, to ensure specifications are met. The Engineer will compare these quantities to the quantities calculated by multiplying the number of loads spread by each continuous-flow mixer times the net weight capacity of each mixer. The Engineer will adjust the calculated weights for partial loads and deduct the quantities of each material used to prevent tracking, if any. If there is an unaccountable difference between the respective weights, final measurement will be determined by the Engineer using the method showing the lesser weight.

The Contractor shall furnish, operate, maintain, and remove portable scales at the stockpile site. Scales shall be calibrated, certified, and sealed after installation and prior to initial use by a State of California Department of Food and Agriculture, Division of Measurement Standards, Registered Service Agency. A listing of registered service agencies is available at the following: https://www.cdfa.ca.gov/dms/programs/rsa/rsalistings/rsaListings.html

302-15.10 Payment.

302-15.10.1 General. Payment for PME-RAP slurry seal surfacing will be made at the Contract Unit Price per TON for "PME-RAP SLURRY SEAL SURFACING." Payment will be reduced in accordance with 302-15.10.2.

No separate or additional payment will be made for portable scales, calibration, scheduling, public convenience, or traffic control unless otherwise specified.

302-15.10.2 Payment Reduction for Noncompliance.

302-15.10.2.1 General. Payment to the Contractor will be reduced for failure of the field test samples to conform to the WTAT requirements specified in 302-15.8.

302-15.10.2.2 Reduction in Payment Based on WTAT. If the average of all WTATs performed per continuous-flow mixer, per Day, fails to conform to the requirements specified in 302-15.8, the Contractor agrees that payment for the Work represented by the failed tests shall be reduced as shown in Table 302-15.10.1.2.

TABLE 302-15.10.1.2

WTAT Loss gm/ft ² (gm/m ²)	Payment Reduction (Percent)
0 - 60 (0 - 650)	0
60.1 – 75 (650.1 – 810)	15
75.1 – 80 (810.1 – 860)	30
80.1 – 99 (860.1 – 1070)	70
99.1 or greater (1070.1 or greater ¹)	100

Notes:

1. Slurry seal surfacing with WTAT loss greater than 99.1 gm/m2 (1070.1 gm/ft2) shall be removed to the satisfaction of the Engineer.

Traffic Control shall be included in all items of work and no additional compensation will be paid. The Contractor shall submit to the City Engineer for approval the Type II PME-RAP Slurry Seal mix proportions and source prior to beginning the work.

If awarded as part of the contract, Additive Bid Schedule C shall comply with these specifications.

Measurement and Payment

The contract unit price paid per TON of APPLY TYPE II PME-RAP SLURRY SEAL shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in applying Type II Slurry Seal, complete in place, including developing and submitting mix designs, constructing test strips, and cleaning of the pavement, crack cleaning and weed control (spraying), monumentation protection/cleaning, and for doing all work involved in the purchase and installation of Type II Slurry Seal as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

BID ITEM 20: APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING

ARAM shall conform to Subsection 302-10 of the GREENBOOK, except as modified herein and Caltrans "Material Plant Quality Program" (MPQP) dated July, 2008 with Errata dated October 3, 2011.

At least 10 days before beginning the ARAM surfacing, contractor shall submit to the Engineer a mix design and a report of laboratory tests performed for the ARAM surfacing material. A representative of the laboratory performing the mix design and the tests must sign the report. The Engineer must review and approve the report before the project can begin. Do not substitute materials after the mix designs have been approved, to do so may result in the rejection of the material used and replacement will be at the contractor's expense. Submit a Certificate of Compliance with each shipment in compliance with the specifications for asphaltic emulsions in

Section 94-1.05, "Test Report," of the Standard Specifications. Before ARAM surfacing work begins, submit the name of a person authorized to communicate with the Engineer about days when unsuitable weather conditions prevent ARAM surfacing.

302-10 Asphalt-Rubber Aggregate Membrane (ARAM).

Contractor shall remove, by method of wet sandblasting, all existing striping and markings prior to placement of ARAM.

Where ARAM is to be placed directly on existing pavement, pavement preparation shall include the following preparation.

Areas as directed by the Engineer shall be skin patched in conformance with Subsection 10.02 of these Special Provisions.

Cracks shall be treated as follows:

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area exceeding 4 feet in minimum dimension. Cracks not fully interconnected in forming a complete perimeter shall be considered singular cracks, unless the maximum dimension across the partial perimeter between cracks can be measured as less than 4-feet. Such pavement area is defined by the cracks forming its perimeter. 1) Contractor shall spray all weeds in cracks with Monsanto brand Roundup, a minimum of 7 days prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches wide shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement; 3) all cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broomed clean to a depth of 3/4-inch minimum immediately ahead of the crack filling operation; and 4) all joints and singular cracks between 1/4 inch and 1.5 inches in width shall be filled with Crafco Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and shall be thoroughly squeegeed, as necessary, to attain this result.

Application

The maximum viscosity of asphalt-rubber material in Table 203-11.4(A) shall be 2400 Centipoise.

The maximum ambient temperature for placement of ARAM shall be 105F.

Temperature of asphalt-rubber spread for ARAM shall be between 395F and 425F.

Asphalt-Rubber shall conform to Subsection 203-11 of GREENBOOK including modification of that section included in these Special Provisions.

Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer.

Item 4. of the second paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

Material shall be applied at a rate between 2.5 and 3.0 Liters per square meter (.60 to .70 gallons per square yard) as directed by the Engineer.

The first sentence of the third paragraph of Subsection 302-10.1 is hereby deleted and replaced with the following:

The asphalt-rubber mixture may be applied to the roadway immediately after mixing and reacting at a temperature between 201 C (395 F) minimum to 218C (425 F) maximum.

Reference is made to Subsection 7-1.01F Air Pollution Control whereby Contractor shall comply with all air pollution rules and regulations.

302-10.2 Screenings The first sentence of the first paragraph of Subsection 302-10.2 is hereby deleted and replaced with the following:

Following application of asphalt-rubber, screenings shall be placed over all areas receiving asphalt-rubber. Screenings shall conform to quality requirements of Class A aggregate with the following modifications:

Maximum LA Rattler value at 500 revolutions shall be 35.

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than ½ the maximum dimension as measured by caliper. Percentage of proportioned particles shall be determined by California Test 205 with the words "proportioned particles" substituted for "crushed particles". California Test 205, Section D, definition of a crushed particle is revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

The aggregate for screenings shall conform to following gradations:

<u>Sieve Size</u>	Percent Passing
3/4"	100
1/2"	95-100
3/8"	70 -85
No. 4	0-10
No. 8	0-3
No. 200	0-1

No mineral filler or material from sand or rock dust bins shall be included in the mix.

The gradation ranges shown for screenings shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be the full contract compliance range. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside both limits of the Contract Compliance Range. If gradation-testing results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARAM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No

single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

Trucks for hauling cover material shall be tailgate discharged and shall be equipped with a device to lock onto the hitch at the rear of the aggregate spreader. Haul trucks shall also be compatible with the aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short an apron resulting in aggregate spillage while dumping into the receiving hopper.

Screenings shall be coated completely black on the full particle surface with PG 64-10 asphalt at a central mixing plant to prevent free dust, and shall be preheated 127C (260F) to 163C (325F). Screenings shall be placed at a rate between 32 and 40 pounds per square yard.

All rollers shall be operational at all time unless full roller coverage is complete and cessation of rolling is authorized by the Engineer. The spreader shall not stop over an area of rocks that are spread but not rolled.

The spreader shall clear all areas to allow rollers to complete roller coverage without any delay. A layer of washed concrete sand per Fine Aggregate in Section 90 spread at rate of 2 to 3 pounds per square yard shall be applied as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARAM shall be thoroughly swept before spreading any binder.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of APPLY 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) SURFACING shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in applying ARAM, complete in place, including developing and submitting mix designs, constructing test strips, and cleaning of the pavement, crack cleaning and weed control (spraying), monumentation protection/cleaning, and for doing all work involved in the purchase and installation of ARAM as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

BID ITEM 21: APPLY TYPE II MICROSURFACING

Type II Micro-Surfacing, the unit price per square foot of Micro-Surfacing area shall include the cost for all the work involved including the following:

- Preparation of the pavement surface to receive Micro-Surfacing this includes the cleaning and sealing of all cracks and the application of weed control a minimum of 7 days prior to the installation of the Micro-Surfacing material. Contractor shall remove, by method of wet sandblasting, all existing striping and markings prior to placement of Type II Microsurfacing.
- 2. Cleaning, removal and proper disposal of slurry material on manholes, valve boxes, and survey monuments and markers.
- 3. Roadway edge and shoulder clean up, including proper disposal of materials.
- 4. The Contractor shall remove/reinstall all pavement marker where removed.
- 5. The Contractor shall sweep the streets before the process and four times (one time every other week) after the process is complete to remove all debris or as directed by the Engineer.
- 6. Traffic Control shall be included in all items of work and no additional compensation will be paid.

The Contractor shall submit to the City Engineer for approval the Type II Micro-Surfacing mix proportions and source prior to beginning the work.

CRACK FILL

This Bid Item shall include the supply and placement of Crack Fill. Preparation of the pavement surface to receive micro-surfacing includes the cleaning of all cracks and the application of weed control a minimum of 7 days prior to the installation of Crack Fill. Existing cracks which are exposed, and which are hairline to 1/8" in width, shall be treated with weed killer, air-blown with compressed air, and cleaned to expose the AC with the appearance of clean edges. Cracks greater than 1/8" in width shall be routed to remove all loose AC particles and to leave a cracked edge line that is sound and integral with no secondary fractures emanating from the crack line. Areas that are badly fractured shall be brought to the attention of the City's representative, prior to routing. These cracks, which are greater than 1/8" in width, shall then be air-blown with compressed air to the same extent as hereinbefore specified.

The Contractor shall sweep the streets before the process and four times (one time every other week) after the process is complete to remove all debris or as directed by the Engineer. Following crack filling and prior to applying micro-surface material, the pavement surface shall be clean and free from dirt, oil, grease deposits, and other foreign items.

The Contractor shall complete CRACK FILL on a street a minimum Six (6) Weeks prior to applying micro-surface finish. The Contractor shall not proceed with application of the micro-surface until the Engineer has approved the surface preparation.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of APPLY TYPE II MICROSURFACING shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals including weed control, and for doing all work involved in the purchase and installation of Type II Micro-Surfacing as directed by the Engineer, and no additional or separate compensation will be allowed therefore.

BID ITEM 22: REMOVE AND RECONSTRUCT PCC CONCRETE CURB RAMP

Curb ramp shall be as shown on the plans and conform to Sections 73 and 90 of the State Standard Specifications and these Special Provisions.

Curb ramp shall be in accordance with Riverside County Transportation Department Std. Plan 403 (Case A or B and/or as specified on the plans). Detectable Warning Device shall be installed as shown on said County Std. 403 and in accordance with Caltrans Std. Plan RSP A88A and Federal ADA requirements.

The Contractor is responsible for meeting all requirements of the Americans with Disability Act (ADA). At a minimum, the area from the BCR to ECR shall meet all required ADA standards. Therefore, to conform to field conditions and/or achieve the required four-foot level area (maximum of 2.0% crossfall) at the top portion of the curb ramp, it may be necessary to extend the work in certain instances as directed by the Engineer.

Excess material resulting from the excavation of the subgrade shall become the property of the Contractor and shall be properly disposed of as elsewhere provided in these Special Provisions.

The area behind and adjacent to the curb ramp shall be filled and compacted with native or select material and graded to match and provide a smooth transition from the curb ramp to the satisfaction of the Engineer.

Measurement and Payment

The contract unit price paid per EACH for REMOVE AND RECONSTRUCT PCC CURB RAMP shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the construction and complete in place including the furnishing and placing of expansion joints and detectable warning device as directed by the Engineer and no additional compensation will be allowed therefore.

BID ITEM 23: REMOVE AND RECONSTRUCT PCC CONCRETE CROSS GUTTER/SPANDRAL

Contractor shall construct new Portland cement concrete (PCC) cross gutter, conforming to County of Riverside Standard No. 209. Concrete shall be class 520-C-3250.

Should the Contractor request and obtain permission to use admixtures (and/or Quikcrete) for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefore.

New cross gutter shall be constructed to provide a proper flow line with the asphalt concrete drainage improvements as indicated on the plans.

Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303.5.7 of the SPPWC.

Measurement and Payment

The contract unit price paid per SQUARE FOOT for CONSTRUCT CROSS GUTTER/SPANDRAL shall include all labor, tools, equipment, time, materials and incidental required including, but not limited to, excavation, subgrade preparation, forms, backfilling behind gutter, restoring form areas, and for doing all work involved in construction of this item as directed by the Engineer and no other compensation will be allowed therefore.

BID ITEM 24: REMOVE AND RECONSTRUCT 8" PCC CONCRETE CURB AND GUTTER PCC 8" curb and gutter shall be as shown on the plans and conform to Sections 73 and 90 of the State Standard Specifications and these Special Provisions.

PCC 8" curb and gutter (type A-8) shall be in accordance with Riverside County Transportation Department Std. Plan 201. Concrete shall be class 520-C-3250.

Any curb and gutter removal caused by tree root uplift shall require installation of root barrier behind curb.

Excess material resulting from the excavation of the subgrade shall become the property of the Contractor and shall be properly disposed of as elsewhere provided in these Special Provisions.

The area behind and/or adjacent to the curb shall be filled and compacted with native or select material and graded to match and provide a smooth transition from the curb to the satisfaction of the Engineer.

Measurement and Payment

The contract unit price paid per LINEAR FOOT for CONSTRUCT 8" PCC CURB AND GUTTER shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the construction and complete in place including the furnishing and placing of expansion joint, and installing root barrier as directed by the Engineer and no additional compensation will be allowed therefore.

BID ITEM 25: Remove 1.5" of Pulverized Asphalt, and Compact Remaining to 95% BID ITEM 26: Remove 3" of Pulverized Asphalt, and Compact Remaining to 95%

The Contractor shall pulverize the existing AC Pavement, Base, and Subgrade in place in accordance with Section 301-3.4, "Cement Stabilized Pulverized Base (CSPB)", of the General Provisions, except that the Pulverized AC shall not include Portland cement. Pulverization depth and grading shall be according to the construction notes called out for in the improvement plans.

Measurement and Payment

The contract unit price paid per SQUARE FOOT for REMOVE 1.5" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95% OR REMOVE 3" OF PULVERIZED ASPHALT, AND COMPACT REMAINING TO 95% SHALL include full compensation for furnishing all labor, time, materials, tools, equipment and incidentals for all work involved including but not limited to removal and disposal of material, cleanup of surrounding area, compaction of pulverized asphalt and no additional compensations shall be allowed.

BID ITEM 27: REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING

This item shall include replacement of all damaged traffic detection loops as shown on the plans, or encountered in the field. Loop replacement shall be per Caltrans Standard Plan ES-5A and ES-5B and shall conform to Caltrans Standard Specifications. Contractor's cost for replacement of detection loops shall be incorporated and paid as part of this item. Loops closest to the intersection shall be replaced with Type D loops.

Measurement and Payment

The contract unit price paid per EACH for REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the construction and complete in place as directed by the Engineer and no additional compensation will be allowed therefore.

BID ITEM 28: ADJUST EXISTING WATER/GAS VALVE TO GRADE

Contractor shall adjust existing Water/Gas Valve can to Grade as shown on the construction plans, conforming to Elsinore Valley Municipal Water District Standards and Gas Company standards, as directed by the Engineer and/or Water/Gas Company representative.

Contractor shall coordinate the Water/Gas Valve can regrading with Elsinore Valley Municipal Water District and Gas Valve can regrading with Gas company and as directed by the Engineer. Water/Gas Valve Can shall be protected and accessible at all times during construction.

Measurement and Payment

The contract unit price paid per EACH for ADJUST EXISTING WATER/GAS VALVE TO GRADE shall include full compensation for furnishing all labor, materials, tools, time, equipment, and incidentals, and for doing all work involved in the Adjusting Existing Water/Gas Valve to Grade, including but not limited to, installation of pipe, fittings, slip can, steel lid, excavation, backfill, and compaction as specified in these special provisions and/or as directed by the Engineer and/or Water Company representative.

BID ITEM 29: ADJUST EXISTING MANHOLE TO GRADE

This item shall include adjustment of sewer cleanout and sewer manhole frame and cover sets to the new finished grades, as shown on the Plan, except as modified or supplemented herein.

Manholes will require a significant grade adjustment and contractor is responsible for reconstructing shaft, cone, and grade adjustment rings as required to lower the manhole to the appropriate finished grade elevations.

- A. In area where the existing pavement is to be removed and reconstructed, and where the manhole structure meets the following criteria:
 - 1) The manholes extend 2 inches or more above the new subgrade, and
 - 2) The difference between the lowest point of manhole removal and the final elevation of the top of the frame is less than 15 inches.

These manholes shall be adjusted in accordance with Subsection 302-5.8 "Manholes (and other structures)" of the SSPWC. The Contractor shall remove the frame and cover set and interfering portions of the manhole shaft to the new subgrade before paving. After the pavement has been completed, the necessary portions of the pavement and base shall be neatly removed, the manhole structure built up and the frame reset to grade, in accordance with Elsinore Valley Municipal Water District Standards.

- B. In areas where the existing pavement is to be capped with an AC overlay, and where the manhole structure meets the following criteria:
 - 1) The manholes are either flush with the existing pavement, or
 - 2) Project less than two inches above the A.C. surface prior to capping.

These manholes shall be paved over and later adjusted to grade as specified herein.

In order to minimize interference with traffic, the Portland Cement Concrete shall be modified to obtain "high-early" strength through the addition of one percent calcium chloride, in accordance with Subsection 201-1.2.4, "Chemical Admixtures," of the SSPWC. The Contractor shall place concrete paving around the manholes on the same day they were adjusted. The concrete shall be allowed to cure for at least 24 hours prior to placement of finished AC paving. Final AC paving shall be done within 5 working days after the concrete has cured.

Before replacing frames and covers, the Contractor shall clean the frames and covers of both new and old pavement or surface treatments.

Asphalt concrete used for paving around manholes shall be Type D2- PG-64-10 with 6.0 % asphalt binder.

The Contractor shall be responsible for furnishing, placing, and maintaining barricades or other traffic control as necessary to protect the public from any danger due to the work being done.

Measurement and Payment

The contract unit price paid per EACH for ADJUST EXISTING MANHOLE TO GRADE in accordance with Subsection 9-3, "Payment," of the SSPWC. The contract unit price bid shall

include full compensation for all labor, materials, and equipment necessary to complete the work including repaving around each manhole, and no additional compensation shall be allowed therefore.

BID ITEM 30: FULL DEPTH REMOVAL AND REPAIR (3" TOTAL DEPTH)

This item shall include the full removal and reconstruction of various dig out locations as specified in "Appendix B. Spot Repair Locations" and as marked out in the field.

Removals

Contractor shall Sawcut and Remove Existing Asphalt Concrete Pavement and/or Subgrade to a depth shown on the construction plans or as directed by the City Engineer.

Except as otherwise called for on the plans, all asphalt concrete pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by the City Engineer.

Care shall be exercised not to damage adjacent concrete curbs/gutters, concrete driveways, pavement, and landscape/irrigation. Gutters, pavement, driveways or curbs damaged by construction operations shall be replaced at the Contractor's expense. Damaged landscaping or irrigation shall be replaced or repaired in kind to good working condition. Residue from removal operations shall not be permitted to flow or travel into gutters, onto adjacent surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Asphalt Paving

Dense Graded Asphalt Concrete (DGAC) Overlay Type C2-PG 64-10

This item shall include construction of Minimum Dense Graded Asphalt Concrete (DGAC) overlay, to the depth as shown on the Plan, in accordance with Subsections 203-6, "Asphalt Concrete," and 302-5, "Asphalt Concrete Pavement," of the SSPWC, except as modified or supplemented herein. The asphalt concrete overlay shall be placed in one lift.

Tack coat shall be Grade SS-1H per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints on A.C. catching and P.C.C. surfaces and edges against which AC is to be placed.

Curbs, walks, gutters, and other structures shall be carefully protected, and any adjoining improvement damaged by spattering or tracking with tack coat shall be thoroughly cleaned.

The contact surfaces of all cold pavement joints, curbs, gutters, etc. shall be painted with Grade SS-1h emulsified asphalt immediately before the adjoining AC pavement is placed. The Contractor shall clean the existing pavement surface, including gutters, immediately prior to application of the tack coat. Cleaning shall be accomplished by means of a self-propelled, mechanical street sweeper. The Contractor shall also be responsible for sweeping areas inaccessible to mechanized sweeping equipment. All debris generated shall be removed from the project site and properly disposed of. Use of air blowing equipment shall be prohibited.

The Contractor shall use a paving machine for the placement of the asphalt concrete overlay. The asphalt paving machine shall be equipped with a hydraulically extendable variable width screed with heating and vibration for uniform compaction and surface texture over the entire width of the

paving mat. The standard screed width shall be ten feet (10'), capable of extension to at least 12 feet.

The initial breakdown rolling and the finished rolling shall be accomplished with a two-axle tandem roller, minimum 8 to 10 tons.

Temporary surfacing shall be placed only when directed by the Engineer, to safeguard the public. Payment for temporary surfacing shall be included in the unit price bid herein (2" DGAC Overlay), unless otherwise specified in these Specifications.

Prior to the placement AC pavement, the Contractor shall set reference points as necessary in order to all water valves covers and manholes may be located after pavement placement.

A minimum of five (5) working days prior to the paving operation, as outlined in the Contractor's approved construction schedule, the Contractor shall submit to the Project Engineer his pavement supplier's certification of gradation and oil content for the asphalt concrete to be used for this Contract. Composition and gradation shall meet the requirements of Section 203-6.4.3 "Composition and Grading," of the Standard Specifications.

The provisions of Section 302-5, "Asphalt Concrete Pavement and Section 203-6, "Asphalt Concrete," of the Standard Specifications, shall apply to permanent resurfacing except as modified and supplemented below:

All asphalt concrete pavement shall conform to Subsection 203-6 of the Standard Specifications and all asphalt concrete pavement shall be constructed in accordance with Subsection 302-5 of the Standard Specifications

Asphalt Concrete for roadway resurfacing shall be placed and spread with a self-propelled-type paving machine or other method approved by the Project Engineer and shall be finish-rolled in accordance with the Standard Specifications.

Certified quantity tickets for the asphalt concrete shall be submitted to the City Inspector on the job site as the material is delivered and signed, so as to certify delivery and acceptance. Any material, for which quantity tickets are not submitted as the material is delivered, will not be accepted.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of FULL DEPTH REMOVAL AND REPAIR (3" TOTAL DEPTH) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for doing all work involved in removing, disposing and/or stockpiling AC Pavement, repair of subgrade as directed, all surface preparation, tack coat, compaction, detection loop replacement, installing and removing temporary asphalt as needed to conform with installation phasing requirements and to provide pavement transitions, applying and cleaning up excess material, as specified in the Standard Specifications and these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed therefore.

BID ITEM 31: CONSTRUCT 8" PCC PAVEMENT DRAINAGE CROSSING

This item shall include "Construct 8" of PCC Pavement Drainage Crossing", at the locations shown on the Plan and in accordance with Subsections 301-1, "Subgrade Preparations", Section

201 "Concrete, Mortar and Related Materials", Subsection 303-5, "Concrete Curb, Walk....," of the SSPWC; Except as modified or supplemented herein.

Subgrade preparation for areas of new pavement shall include scarification, moisture conditioning, and compaction of the upper 12 inches of subgrade. If areas of soft, saturated, or otherwise unsuitable materials are encountered, they should be removed to competent underlying material, as evaluated in the field by the geotechnical consultant, and replaced with compacted fill.

Fill should be placed in horizontal lifts approximately 8 inches in loose thickness and compacted by appropriate mechanical methods. Fill should be generally free of rocks or hard chunks of material in excess of 6 inches in diameter.

Fill material placed to support structures, such as pavements, curbs, and gutters, should be compacted to 95 percent or more relative compaction in accordance with ASTM D 1557-91 at a moisture content at or near optimum.

Relative compaction of finished subgrade under paved areas and concrete curb and gutter shall be modified to require 95% minimum relative compaction of the top 12" of the subgrade. All material removed and replaced for remedial grading, trenching, or disturbed by tree removal shall be compacted at 95% minimum relative compaction, even where it extends beyond 12" below finished subgrade.

Forming shall include all sawcutting, removal, slot paving, replacement, grading, and backfilling necessary to build forms for any concrete Pavement construction.

All Pavement areas shall be finished and scored per plans or as directed by the Engineer. The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the Contractor at no cost to the City.

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefore.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of CONSTRUCT 8" OF PCC PAVEMENT DRAINAGE CROSSING shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, for doing all work involved in all surface and subgrade preparation (as applicable) and/or placement/compaction of native material, re-grading to match proposed grades, Construction Joints, Control Joints, Joint Sealing, Concrete Curing, all materials, labor, tools, time, equipment and incidentals required to complete the work as specified in the Standard Specifications and these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed therefore.

BID ITEM 32: MODIFICATION OF EXISTING GRATE INLET

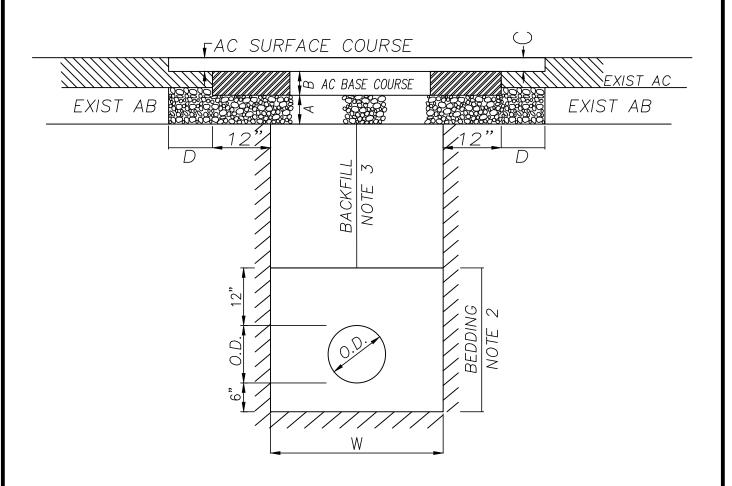
Contractor shall provide and install modified inlet grates per Detail as shown on Clinton Keith Road - Sheet 19. Modification of Existing Grate Inlets shall conform to the provisions in D77B of the 2022 State Standard Plans, "GRATE DETAILS NO. 2" and these specifications.

Measurement and Payment

The contract unit price paid for EACH of MODIFICATION OF EXISTING GRATE INLET shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in modifying the existing grate inlets as shown on the plans, as specified in State Standard Plan, and these special provisions, and as directed by the Engineer.

Part V – Appendices

Appendix A. Standard Plans



W = 0D + 24"

OD = OUTSIDE DIAMETER

A = MATCH EXIST. (6" MIN) SEE NOTE 4

B = EXIST PLUS ONE INCH (3" MIN) SEE NOTE 5

C = 1.5" SEE NOTE 6

D = SEE NOTE 7

APPROVED BY:

Daniel a. York

8/6/2021

DANIEL A. YORK DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

REVISION BY: APPROVED DATE



CITY OF WILDOMAR

TRENCH BACKFILL AND STREET REPAIR

STANDARD PLAN NO. 100 SHEET 1 OF 2

TRENCH REPAIR NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) UNLESS OTHERWISE SPECIFIED OR AMENDED BY THIS STANDARD PLAN
- 2. BEDDING MATERIAL SHALL CONFORM TO THE APPROVED PLANS, UTILITY OR PIPE MANUFACTURERS SPECIFICATIONS OR CLSM PER SECTION 201-6 OF THE GREENBOOK
- 3. BACKFILL MATERIAL SHALL BE CRUSHED MISCELLANEOUS BASE, CLSM OR NATIVE MATERIAL (IF APPROVED BY THE CITY ENGINEER), WITH A MINIMUM SE OF 30. COMPACT TO MINIMUM 95% RELATIVE COMPACTION
- 4. MATCH EXISTING AGGREGATE BASE THICKNESS (MIN = 6") AND COMPACT TO 95 % RELATIVE COMPACTION. AC MAY BE SUBSTITUTED FOR AB (1"AC=2"AB)
- 5. AC BASE COURSE SHALL BE TYPE III B2-PG64-10
- 6. COLD PLANE AND REPLACE WITH ARHM OR AC SURFACE COURSE (TYPE C3-PG64-10) AS DIRECTED BY THE CITY ENGINEER
- 7. "D" DIMENSION SHALL BE:
 - a) ONE FT. MINIMUM FOR TRENCHES PERPENDICULAR TO THE ROADWAY OR TRENCHES LONGITUDINAL TO ROADWAY ON STREETS WITH A PCI LESS THAN 70.
 - b) TO NEAREST LANE LINE, EDGE OF PAVEMENT OR GUTTER LIP FOR TRENCHES LONGITUDINAL TO ROADWAY ON STREETS WITH PCI OF 80 OR MORE.
 - c) TO CENTERLINE AND EDGE OF PAVEMENT FOR LONGITUDINAL TRENCHES ON SINGLE LANE STREET WITH A PCI OF 80 OR MORE.
 - d) AS DIRECTED BY THE ENGINEER FOR STREETS WITH A PCI OF 70-80
- 8. FINISHED SURFACE COURSE SHALL BE PLACED 30 DAYS AFTER BASE PAVING
- 9. ANY DISTURBED OR DAMAGED STRIPING SHALL BE REPLACED TO THE SATISFACTION OF THE CITY ENGINEER
- 10. TESTING SHALL BE PROVIDED BY THE CONTRACTOR. COMPACTION REPORTS SHALL BE SUBMITTED TO THE CITY ENGINEER
- 11. APPROVED TRAFFIC CONTROL PLAN IS REQUIRED FOR ALL TRENCH WORK
- 12. ALL USA MARKINGS SHALL BE REMOVED UPON COMPLETION OF THE WORK
- 13. DAMAGED TRAFFIC LOOPS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER

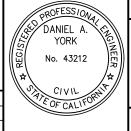
NOTE: ASPHALT CONCRETE PAVEMENT LESS THAN THREE (3) YEARS OLD AND SLURRY SEAL LESS THAN ONE (1) YEAR OLD SHALL NOT BE TRENCHED EXCEPT FOR EMERGENCY REPAIRS OR AS APPROVED IN WRITING BY THE CITY ENGINEER. SPECIAL REPAVING REQUIREMENTS WILL APPLY.

APPROVED BY:

Daniel a. York

8/6/2021

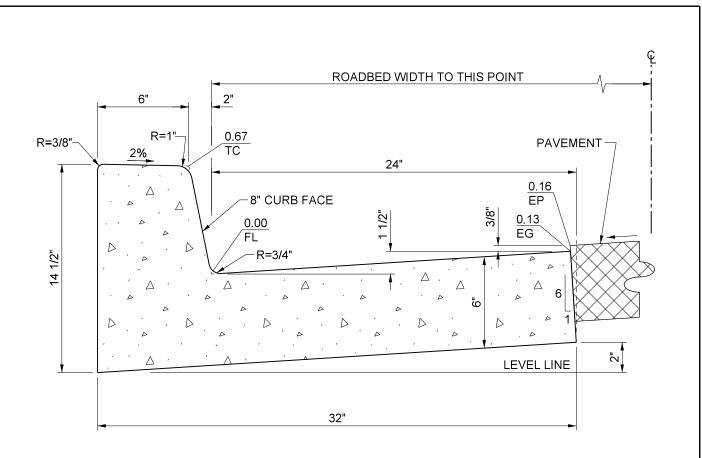
DANIEL A. YORK DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER
REVISION BY: APPROVED DATE



CITY OF WILDOMAR

TRENCH BACKFILL AND STREET REPAIR

STANDARD PLAN NO. 100 | SHEET 2 OF 2



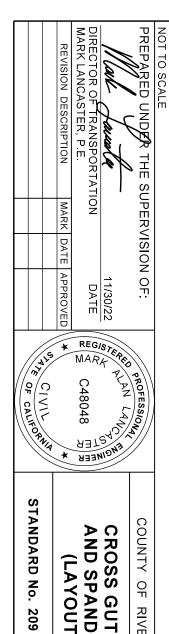
MINIMUM CEMENTITIOUS MATERIAL CONTENT = 505 LB / CU YD

1.73 CU FT / LF 1 CU YD = 15.60 LF

NOTES:

- 1. RELATIVE COMPACTION OF SUBGRADE UNDER CURB AND GUTTER SHALL BE 95% MINIMUM.
- 2. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, USE A MODIFIED CONCRETE MIX AND PLACE 6" MIN CLASS 2 AGGREGATE BASE AND 6 MIL PLASTIC SHEETING UNDER AND AROUND ALL SIDES OF CONCRETE IMPROVEMENTS. FOR EXPANSIVE SOIL, PLACE 6" MIN CLASS 2 AGGREGATE BASE UNDER CONCRETE IMPROVEMENTS AS DIRECTED BY THE ENGINEER. SEE SPECIFICATIONS SECTIONS 16.03 & 16.04 AND STANDARD No. 401 FOR REFERENCE.

NOT TO SCALE					
PREPARED UNDER THE SUPERVISION OF:				PROFESS/ONA	COUNTY OF RIVERSIDE
DIRECTOR OF TRANSPORTATION DATE MARK LANCASTER, P.E.		MAR REGISTALS AS TO STATE OF S	TYPE A-8 CURB AND GUTTER 8" CURB FACE		
REVISION DESCRIPTION	MARK	DATE	APPROVED	\\ * \	0 CURB FACE
				OF CALIFORNIA	STANDARD No. 201



PANDR **G** O RIVERSID TTU щщ 一刀

 \overline{a}

유

7

VAR VAR VAR TYPE "A-6" OR "A-8" **CURB AND GUTTER** *FOR R=25' AND R=35' LAYOUT SEE STANDARD R/W 805 SHEETS. DELTA = TOTAL ANGLE BETWEEN ECR AND BCR. **GUTTER** (9) TOP OF CURB **CROSS ECR** R = 35'* **GUTTER-ECR ***R = 25'-(9) $\Delta / 4$ (6) Δ /3 (1)(3)(4)(5)R/W BC (6) (11) Δ /4 (11)(12) $\Delta/3$ Δ /4 Ī, Δ /3 $\Delta / 4$ 5 8 8 (5) (6)6 CONSTRUCTION JOINT (1)(2)(4)(5)(12 1)(2)(4)(5)(12) (10) WITH BOND BREAKER **SPANDREI SPANDREL** CONSTRUCTION JOINT 3' 3' WITH BOND BREAKER

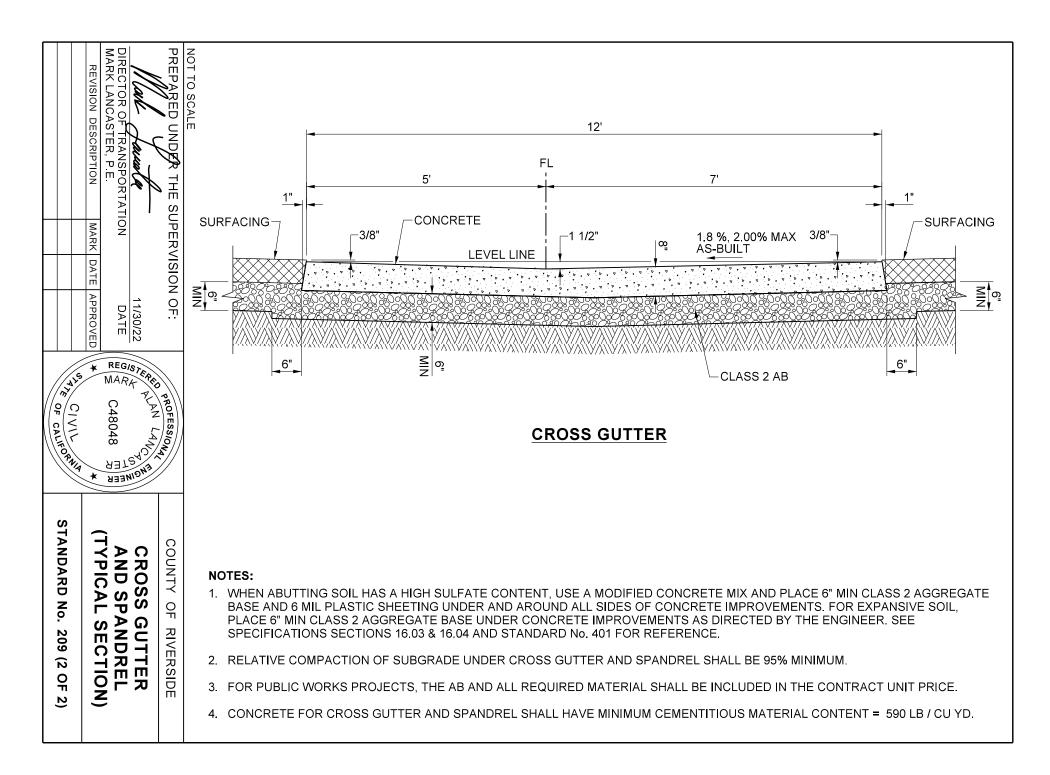
NOTES:

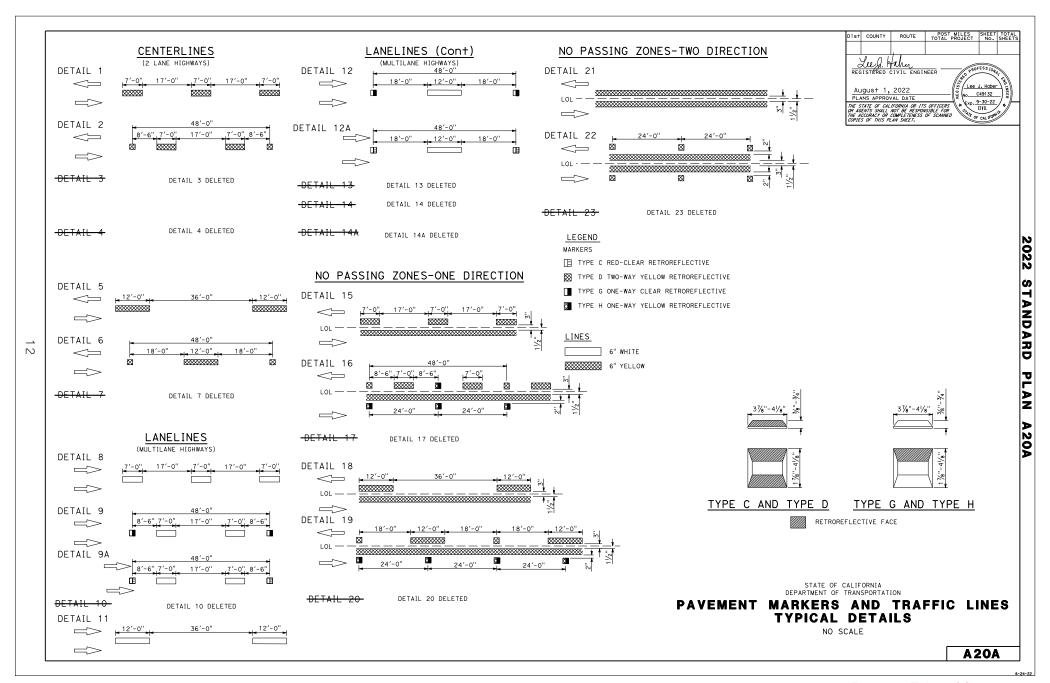
- CROSS GUTTER AND SPANDREL FOR USE WITH TYPES "A-6" AND "A-8" CURB.
- SPANDREL THICKNESS TO BE 8" MINIMUM.
- (3) CROSS GUTTER THICKNESS TO BE 8" MINIMUM.
- CONCRETE MINIMUM CEMENTITIOUS MATERIAL CONTENT = 590 LB / CU YD.
- PLACE MIN 6" AB UNDER ENTIRE SPANDREL AND CROSS **GUTTER AREA.**
- WEAKENED PLANE JOINTS TO BE CONSTRUCTED AT 1/3 POINTS ON 25' RADIUS SPANDRELS, AND AT 1/4 POINTS ON 35' RADIUS SPANDRELS.
- CONSTRUCT WEAKENED PLANE JOINT(S) PER STANDARD No. 205 AT MIDPOINT OF CROSS GUTTERS LESS THAN 40' LONG. OR AT 1/3 POINTS OF CROSS GUTTERS OF 40' OR LONGER.

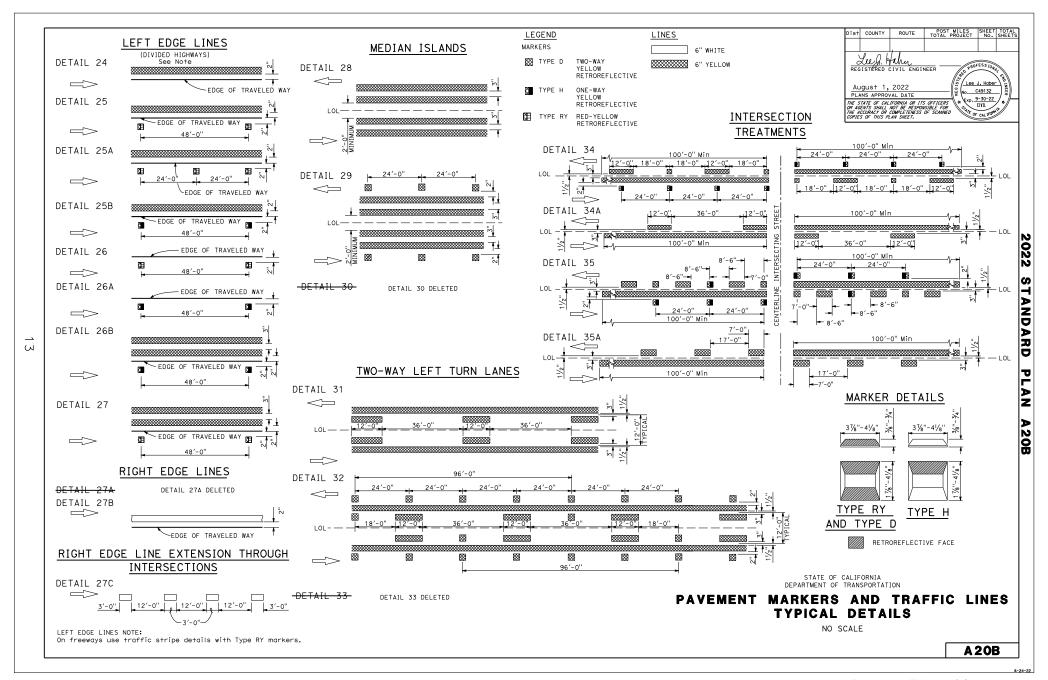
- THIS PORTION OF SPANDREL AND CROSS GUTTER SHALL BE CONSTRUCTED WITH 12 INCH THICK, CONCRETE WITH MINIMUM CEMENTITIOUS MATERIAL CONTENT = 590 LB / CU YD.
- CONSTRUCT EXPANSION JOINT PER STANDARD No. 205.
- CONSTRUCT WEAKENED PLANE JOINT PER STANDARD No. 205.
- CONSTRUCT CROSS GUTTER PER TYPICAL SECTION ON SHEET 2.
- WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS SECTION 16.04 OF THIS ORDINANCE.

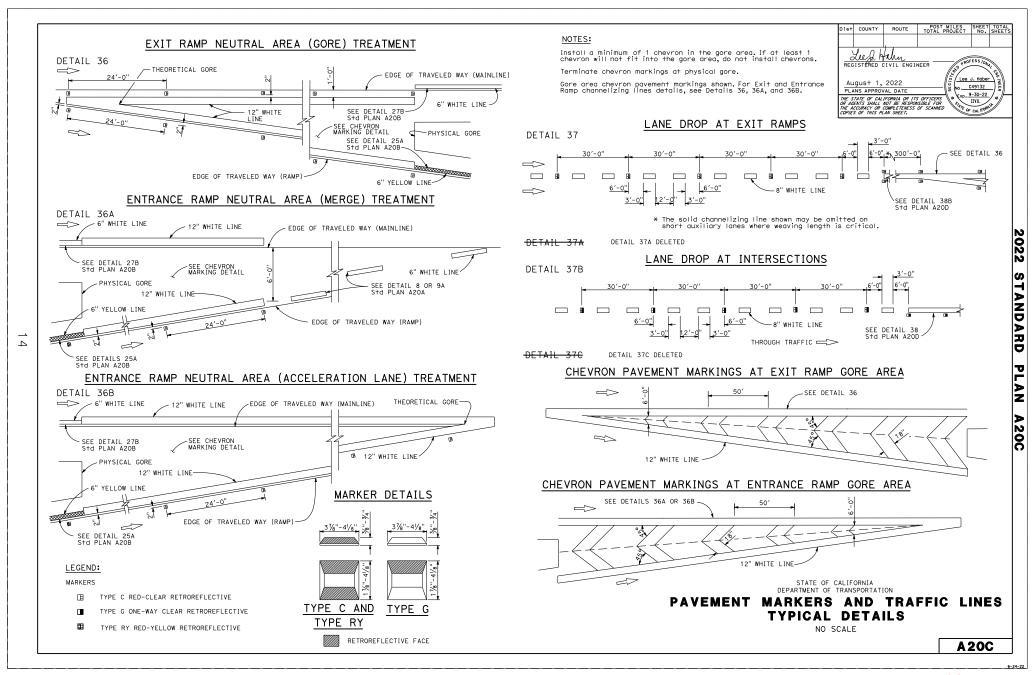
NOTE:

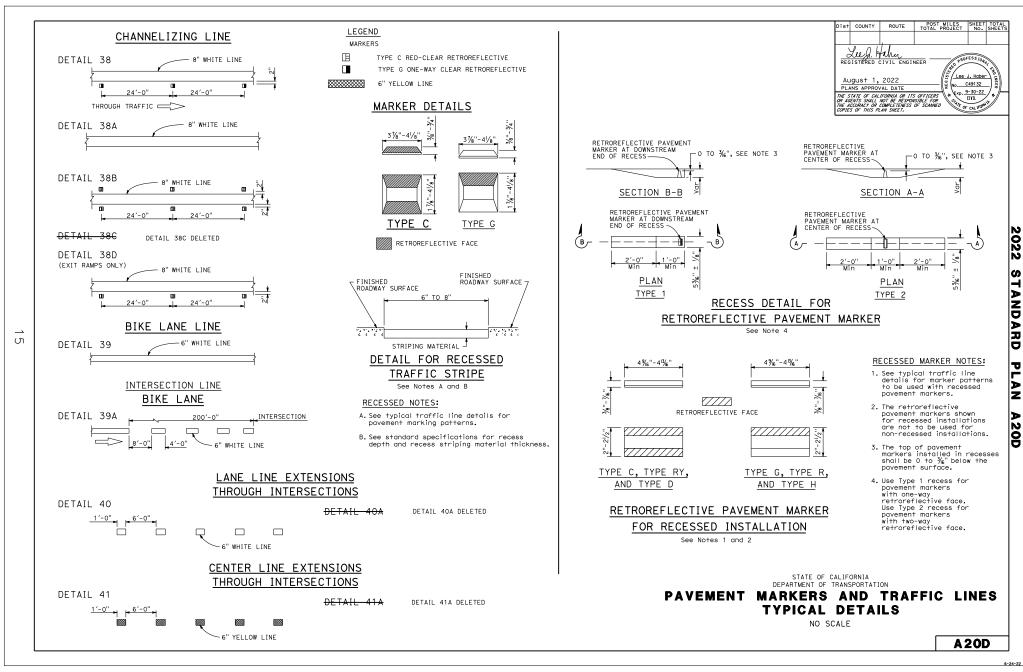
FOR PUBLIC WORKS PROJECTS. THE SIDEWALK AND CURB FROM BCR TO ECR SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR "CURB RAMP".











0

DIST COUNTY ROUTE TOTAL PROJECT SHEET TOTAL PROJECT NO. SHEETS OF ALL PROJECT NO. SHEETS OF ALL

NOTE:

 See Standard Plans A20A, A20B, A20C, A20D, and A20F for pavement markers and traffic lines typical details.



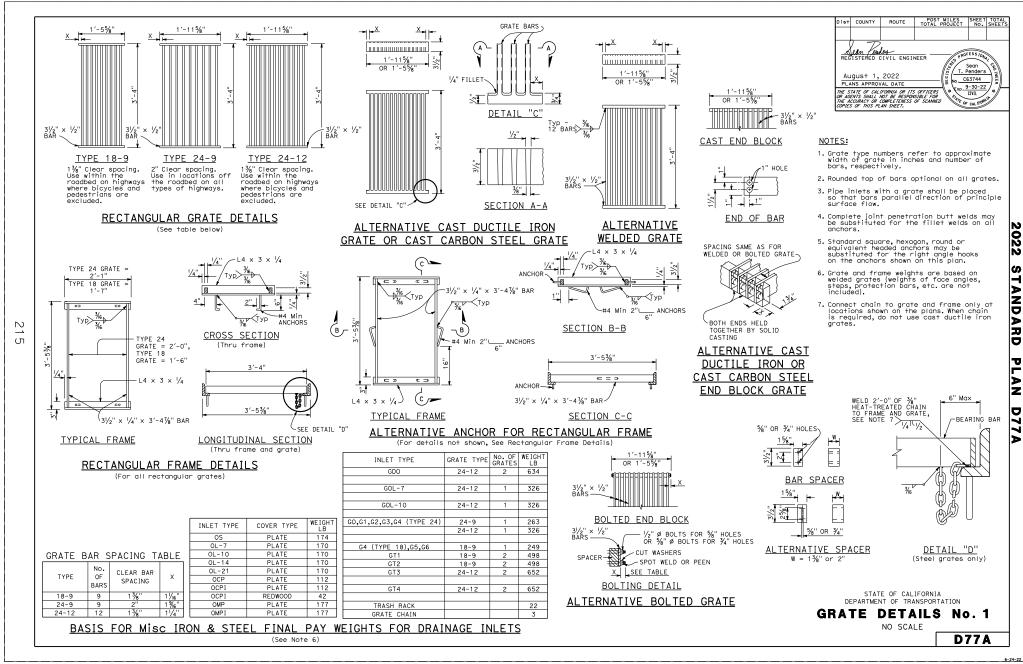
TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

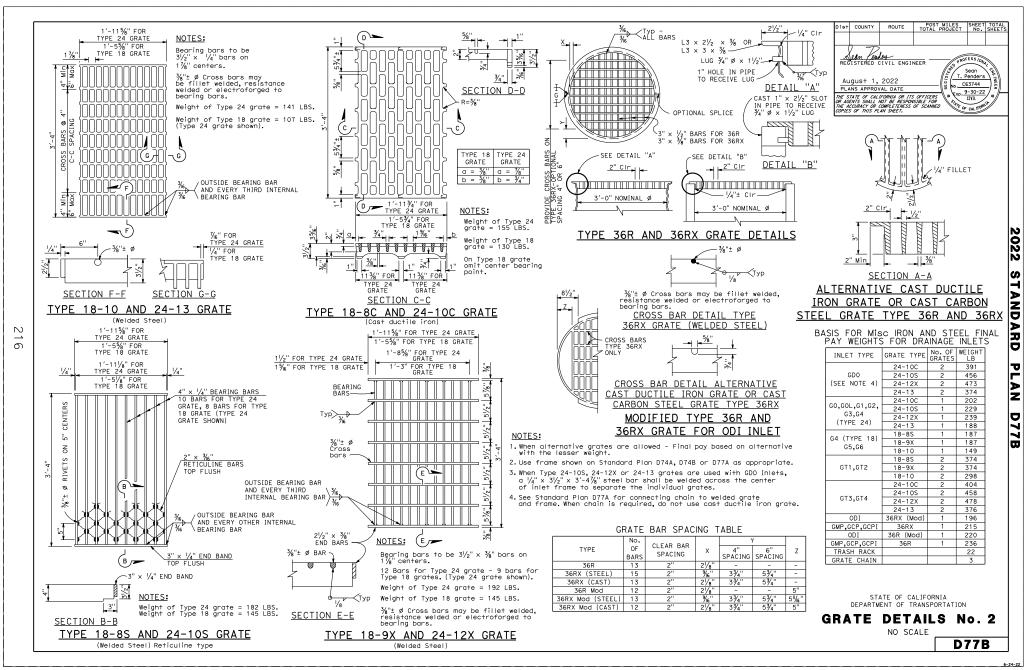
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAIL FOR CONTRAST STRIPING

NO SCALE

A 20E

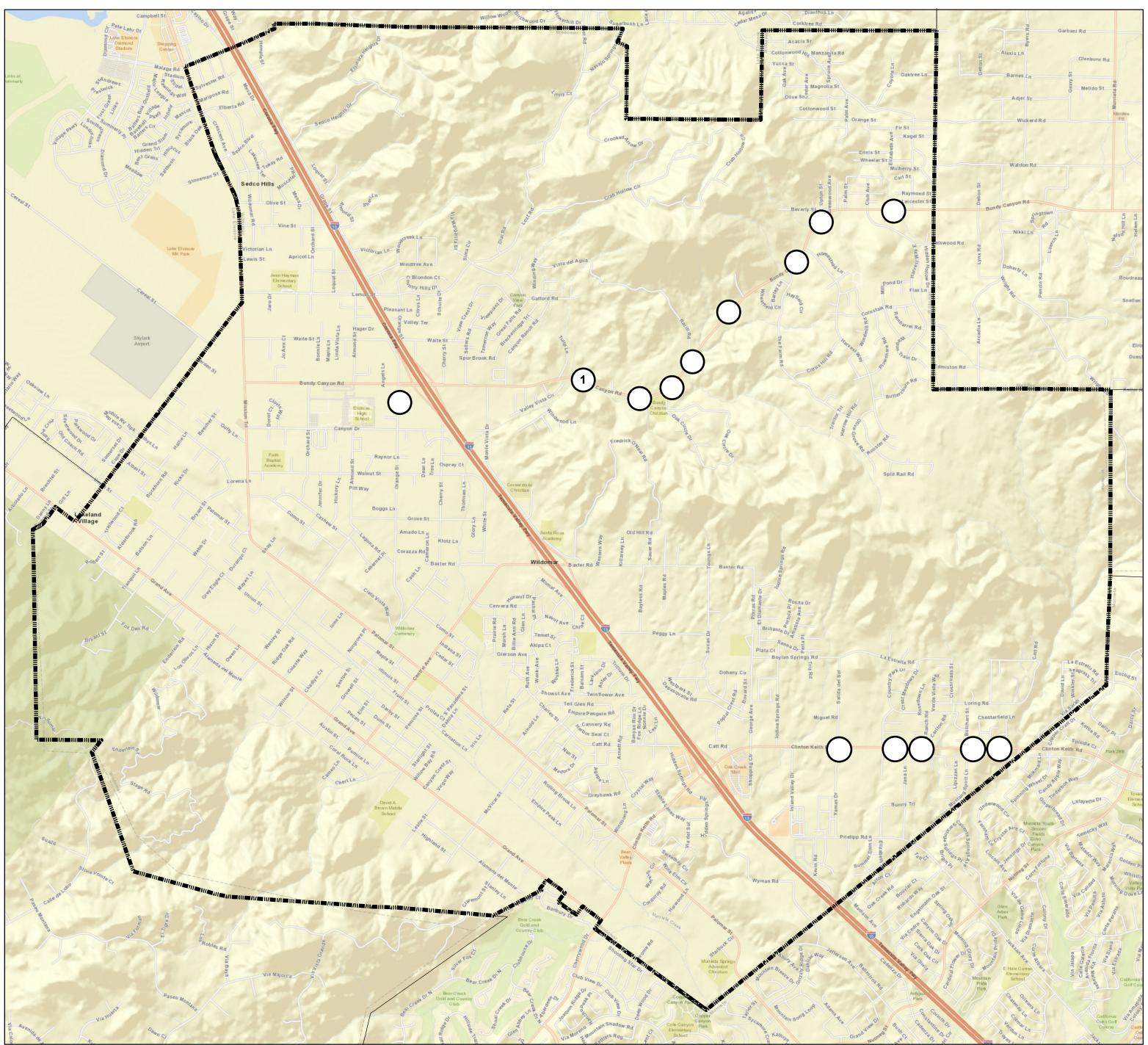




Appendix B. Spot Repair Locations

- 1. Bundy Canyon Road End of Construction, Eastbound Lane 1060 SF
- 2. 23302 Bundy Canyon Road, Eastbound Lane 416 SF
- 3. Bundy Canyon Road East of Oak Circle, Eastbound Lane 456 SF
- 4. 23749 Bundy Canyon Road, Westbound Lane 1500 SF
- 5. 23742 Bundy Canyon Road, Eastbound Lane 1228 SF
- 6. Bundy Canyon Road Eastbound Lane between the Farm Road and Harvest Way 400 SF
- 7. Bundy Canyon Road between Green Meadow Way and Harvest Way, Eastbound and Westbound Lanes 6624 SF
- 8. Bundy Canyon Road between East Harvest Way and Cottonwood Eastbound Lane 400 SF
- 9. Orange Street between Canyon Drive and Bundy Canyon Road 820 SF
- 10. Clinton Keith Road east of Carrington, Eastbound Lane 3168 SF
- 11. Clinton Keith Road east of Bridle Path, Eastbound Lane 240 SF
- 12. Clinton Keith Road west of Smith Ranch, Westbound Lane 668 SF
- 13. Clinton Keith Road between Smith Ranch and Elizabeth 1500 SF
- 14. Clinton Keith Road at Salida Del Sol 6960 SF

Appendix B. Spot Repair Locations Exhibit



Appendix C. Type II Slurry Seal Map Exhibits

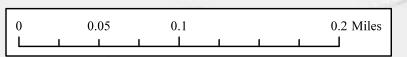


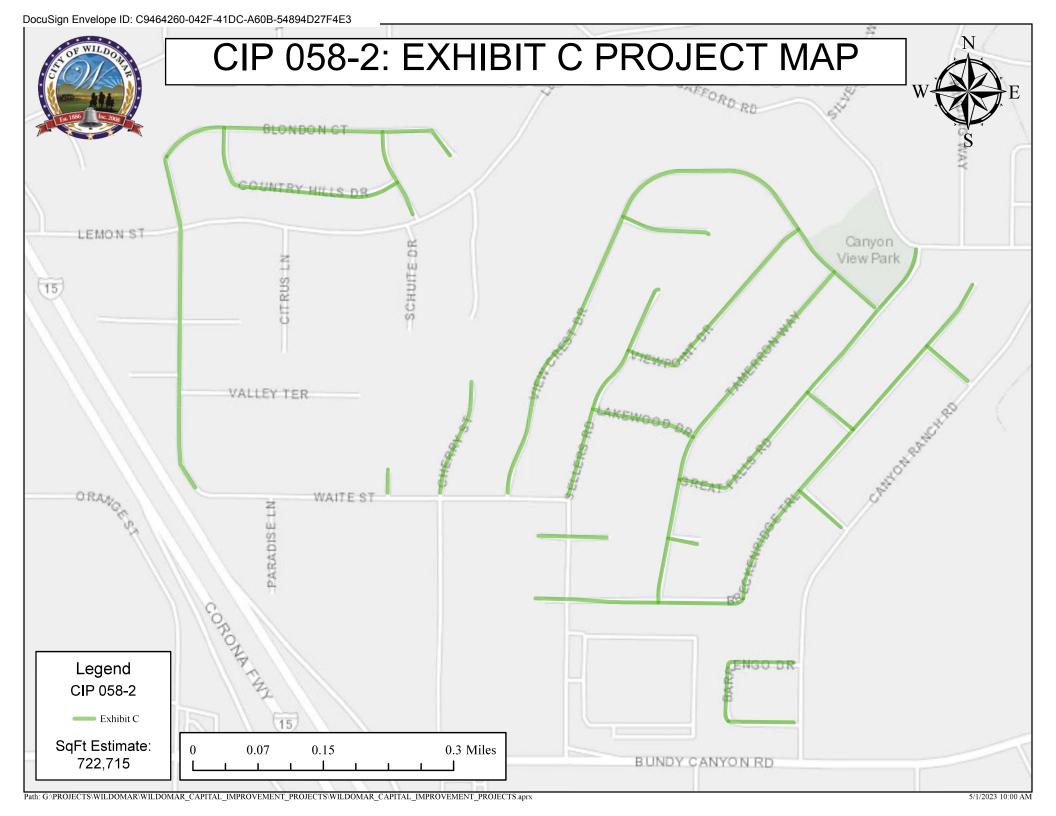
CIP 058-2: EXHIBIT B PROJECT MAP



Legend
CIP 058-2
Exhibit B

SqFt Estimate: 348,074



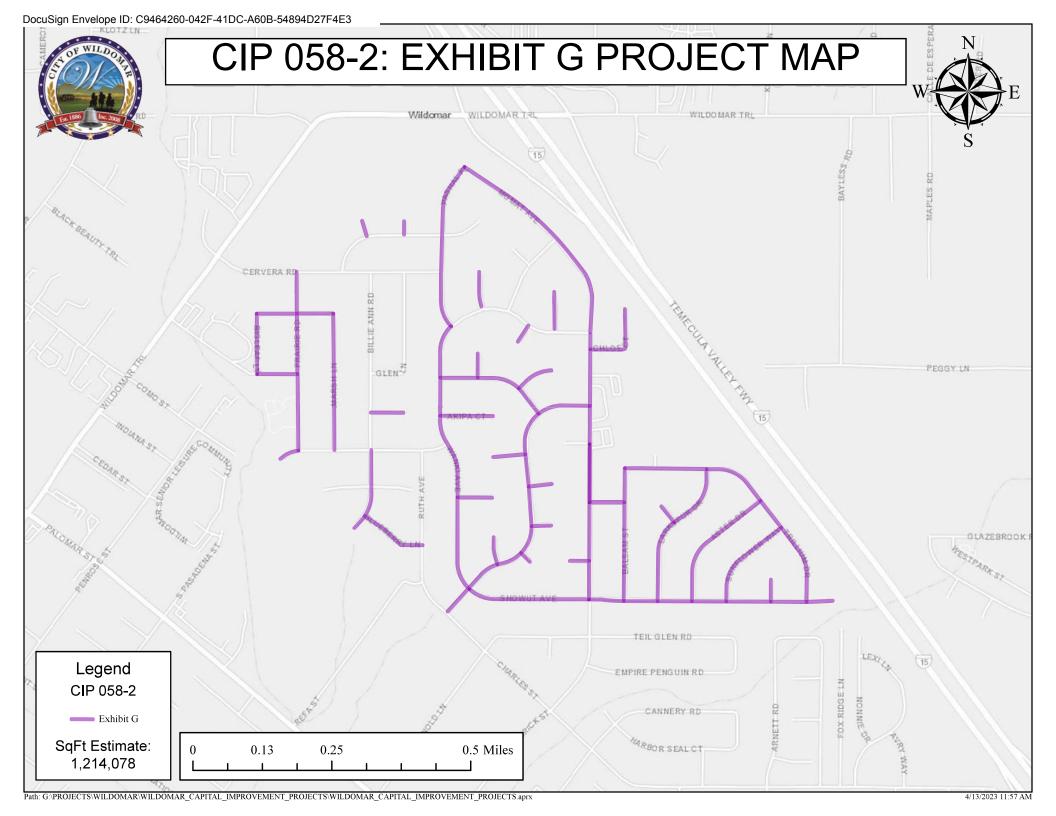


0.25

258,208

0.13

0.5 Miles



#	Street Name	SLURRY SE Begin Location	AL PROJECT, CIP 058-2 End Location	Longth	Width	Area (SF)
#	EXHIBIT A	Begin Location	End Location	Length	vvidtri	420070
1	JENNIFER DR	COMO ST	CASHEW ST	452	40	18080
2	LAGUNA RD	ALMOND ST	CABERNET PL	1425	30	42750
3	CASHEW ST	WESLEY ST	CABERNET PL	1072	32	34304
4 5	WESLEY ST CABERNET PL	COMO ST LAGUNA RD	LAGUNA RD CDS - END	824 667	29 32	23896 21344
6	CLOVIS WAY	CANYON DR	CDS - END	1167	32	37344
7	CORAL WOOD CT	CLOVIS WAY	CDS - END	198	32	6336
8	DOROF COURT	CANYON DR	CDS - END	1000	32	32000
9	DEAN LN	WALNUT ST	CDS - END	505	29	14645
10	TREE LN	WALNUT ST	CDS - END	505	29	14645
11	FRONT ST TRAILWOOD CT	GRUWELL ST WELLS PL	WILDOMAR TRAIL	1331 1232	22 40	29282 49280
12 13	ROSS RD	151' W TRAILWOOD CT	CDS - END CDS - END	517	36	18612
14	WELLS PL	GRAND AVE	TRAILWOOD CT	261	40	10440
15	ALDERBROOK RD	HILLSPRING RD	MAYHALL DR	851	36	30636
16	MAPLELEAF CT	ALDERBROOK RD	CDS - END	331	36	11916
17	MAYHALL DR	TRAILWOOD CT	ALDERBROOK RD	614	40	24560
	EXHIBIT B					348074
18	CAMEO LN	CORAL ROCK LN	CDS - END	1143	36	41148
19 20	CENTRAL ST CHERT LN	CORAL ROCK LN CORAL ROCK LN	GRAND AVE CAMEO LN	725 1268	34 36	24650 45648
21	CORAL ROCK LN	CHERT LN	CDS - END	1784	36	64224
22	MARBLE CT	CHERT LN	CDS - END	203	36	7308
23	PUMICE LN	WINDSTONE DR	CENTRAL ST	470	36	16920
24	PUMICE LN	CENTRAL ST	CDS - END	639	36	23004
25	MARBLE CT	CHERT LN	CDS - END	203	36	7308
26	PUMICE LN PUMICE LN	WINDSTONE DR CENTRAL ST	CENTRAL ST	470	36	16920
27 28	TERRAZZO LN	CAMEO LN	CDS - END CHERT LN	639 688	36 36	23004 24768
29	WINDSTONE DR	CENTRAL ST- NORTH	PUMICE LN	741	36	26676
30	ELM ST	CORAL ROCK LN	GRAND AVE	736	36	26496
	EXHIBIT C					722715
31	BARRENGO DR	ELBOW CREEK TR	CANYON RANCH RD	620	33	20460
32	BLONDON CT	LEMON ST	CDS - END	1994	32	63808
33	BRECKENRIDGE TRL	SPUR BROOK DR	END	2056	36	74016
34 35	CHERRY ST CITRUS GROVE LN	WAITE ST BLONDON CT	END LEMON ST	595 521	41 32	24395 16672
36	COUNTRY HILLS DR	BLONDON CT	CITRUS GROVE LN	1149	32	36768
37	ELBOW CREEK TRL	BARRENGO DR	CANYON RANCH RD	346	33	11418
38	GREAT FALLS RD	TAMERRON WY	GAFFORD RD	1784	36	64224
39	HILLSHORE CT	CDS (WEST)	CDS (EAST)	346	32	11072
40	LAKEWOOD DR	SELLERS RD	TAMERRON WAY	479	36	17244
41	LEAF STOCK TRL MC CORMICK CT	BRECKENRIDGE TR TAMERRON WY	CANYON RANCH RD	253	36	9108
42 43	POINTE CIR	WAITE ST	CDS - END	152 152	28 29	4256 4408
44	SEED LEAF TRL	GREAT FALLS RD	BRECKENRIDGE TRL	258	36	9288
45	SHOREVIEW CT	VIEW CREST DR	CDS - END	465	32	14880
46	SPUR BROOK DR	BRECKENRIDGE TR	CDS - END	1059	36	38124
47	TAMERRON WAY	VIEW CREST DR	SPUR BROOK DR	1915	36	68940
	TENT ROCK TRL	BRECKENRIDGE TR	CANYON RANCH RD	259	37	9583
49 50	VIEW CREST DR VIEWPOINT DR	WAITE ST SELLERS RD	GREAT FALLS RD VIEW CREST DR	3223 1123	36 36	116028 40428
51	SELLERS RD	WAITE ST	CDS - END	1200	36	43200
52	WAITE ST	CHERRY ST	END	595	41	24395
	EXHIBIT D					255335
53	WINDWOOD LN	VALLEY VISTA CIR	SUNNYBROOK DR	1300	36	46800
54	WALNUT CREEK RD	VALLEY VISTA CIR	BUNDY CANYON RD	566	36	20376
55 56	VALLEY VISTA CIR	560' SW WALNUT CREEK RD - END	1315' NE WALNUT CREEK RD - END	1875	36	67500
56 57	SUNNYBROOK DR SHADED MEADOW CIR	WINDWOOD LN WINDWOOD LN	END CDS - END	1100 187	35 32	38500 5984
5 <i>1</i>	QUAIL CREEK LN	SUNNYBROOK DR	END	534	36	19224
	PHEASANT RUN CIR	SUNNYBROOK DR	CDS - END	293	31	9083
60	PARKSIDE CT	VALLEY VISTA CIR	CDS - END	271	32	8672
61	OAK CANYON DR	VALLEY VISTA CIR	BUNDY CANYON RD	375	36	13500
62	COUNTRYSIDE CIR	WINDWOOD LN	CDS - END	232	32	7424
63	AUTUMN SAGE CT	VALLEY VISTA CIR	CDS - END	571	32	18272
64	STARLIGHT ST	ATHEA WY	CDS - END	1015	32	162016 32480
65	QUARTZ WAY	PASADENA ST	CDS - END	632	32	20224
66	ATHEA WAY	STARLIGHT ST	WILLOW BAY RD	250	32	8000
67	WILLOW BAY RD	GRAND AVE	QUARTZ WY	962	32	30784
68	VIRGO WAY	GRAND AVE	AMETHYST RD	968	32	30976
69	AMETHYST RD	CANYON CREST ST	VIRGO WY	245	32	7840
70	CANYON CREST ST	GRAND AVE	AMETHYST RD	991	32	31712
71	EXHIBIT F	IDAHI IA I N	CDS END	1260	26	258208
71 72	CAMELLIA LN CARNATION LN	DAHLIA LN SOUTH PASADENA ST	CDS - END IRIS LN	368 1191	36 36	13248 42876
1 4	OAKINA HON LIN	OUD ITT FAGADENA OT	III IIO LIN	וטו	30	420/0

73	DAHLIA LN	CARNATION LN	CDS - END	859	36	30924
74	GARDENA LN	IRIS LN	CDS - END	374	36	13464
75	GOLDENROD LN	IRIS LN	CDS - END	369	36	13284
	HELIOTROPE LN	IRIS LN	CDS - END	723	36	26028
77	IRIS LN	HELIOTROPE LN	CARNATION LN	764	36	27504
78	POINSETTIA LN	DAHLIA LN	CDS - END	378	36	13608
		PALOMAR ST	HELIOTROPE LN	114	36	4104
		PALOMAR ST	FRONT ST	984	30	29520
		PASADENA ST	CDS - END	300	32	9600
	PINK GINGER CT	PASADENA ST	CDS - END	533	32	17056
_	PROTEA CT	PASADENA ST	CDS - END	531	32	16992
00	EXHIBIT G	THORDERVOT	ODG END	001	O.E.	1214078
84	PRAIRE RD	GIERSON AVE	CERVERA RD	1372	36	49392
	RASPBERRY LN	BIGLEAF LN	MARSH LN	612	36	22032
	BIGLEAF LN	OAKMORE LN	RASPBERRY LN	450	36	16200
	OAKMORE LN	BIGLEAF LN	PRAIRE RD	302	36	10200
	MARSH LN	RASPBERRY LN	GIERSON AVE	1053	36	37908
	PASHAL PL	WANKI AVE	MOMAT AVE	1283	41	52603
	UNGA CIR	HUNWUT DR	CDS - END	147	33	4851
					33	4851
	AWA CIR MOMAT AVE	HUNWUT DR PASHAL PL	CDS - END FREDERICK ST	125 1416	41	58056
	_					
	GATU CT	NAVUT AVE	CDS - END	314	33	10362
	CHIWI CIR	NAVUT AVE	CDS - END	150	33	4950
	SHUIS CIR	NAVUT AVE	CDS - END	320	33	10560
	CHLOE CT	FREDERICK ST	CDS - END	612	32	19584
	QUEENSBURY CT	BILLIE ANN RD	CDS - END	275	33	9075
	BILLIE ANN RD	588' S GEIRSON AVE	GEIRSON AVE	588	37	21756
	KISH CIR	TEMET ST	CDS - END	218	33	7194
	PAVLA CT	TEMET ST	CDS - END	321	33	10593
	TEMET ST	WANKI AVE	WOSHKA LN	866	37	32042
	AKIPA CT	WANKI AVE	CDS - END	439	33	14487
	WANKI AVE	WOSHKA LN	NAVUT AVE	2142	36	77112
	SUPA CT	WANKI AVE	CDS - END	290	33	9570
	FREDERICK ST	MOMAT AVE	SHOWUT AVE	2500	41	102500
	KUKA CIR	WOSHKA LN	CDS - END	275	33	9075
	AKWO CIR	WOSHKA LN	CDS - END	195	33	6435
	NAKI CIR	WOSHKA LN	CDS - END	156	33	5148
	CANNERY RD	CHARLES ST	GREY WHALE LN	1238	36	44568
	EMPIRE PENGUIN RD	FREDERICK ST	OCTOPUS LN	1191	32	38112
	GREEN PARROT WAY	HARBOR SEAL CT	CATT RD	241	36	8676
	HARBOR SEAL CT	GREY WHALE LN	CDS - END	1179	36	42444
	SEA LYON CT	TEIL GLEN RD	CDS - END	178	36	6408
114	TWINFLOWER AVE	FREDERICK ST	CDS - END	2000	36	72000
	CARISSA CT	TWINFLOWER AVE	CDS - END	222	32	7104
	GIERSON AVE	PRAIRE	END	175	36	6300
117	ASTER DR	TRILLIUM DR	TWINFLOWER AVE	989	36	35604
118	BOXWOOD CT	LARKSPUR DR	CDS - END	173	32	5536
119	BALSAM ST	TWINFLOWER AVE	TRILLIUM DR	1017	36	36612
120	LARKSPUR DR	TRILLIUM DR	TWINFLOWER AVE	1144	36	41184
121	JASMINE AVE	FREDERICK ST	BALSAM ST	235	36	8460
122	SUNFLOWER WAY	TRILLIUM DR	TWINFLOWER AVE	777	32	24864
123	TRILLIUM DR	BALSAM ST	TWINFLOWER AVE	2092	36	75312
	SHOWUT AVE	WOSHKA LN	FREDERICK ST	933	37	34521
	WOSHKA LN	CHARLES ST	FREDERICK ST	2310	37	85470
	KOLO CT	WOSHKA LN	CDS - END	228	33	7524
	ARI CIR	WOSHKA LN	CDS - END	98	36	3528
	BLUEBERRY LN	BILLIE ANN RD	RUTH AVE	488	37	18056
		FREDERICK ST	CDS - END	161	33	5313
		Totals		1	SF	3,380,496
		. 0.00			٥.	5,555,750

	ADDITIVE EXHIBIT							
#	Street Name	Begin Location	End Location	Length	Width	Area (SF)		
	EXHIBIT H					933438		
130	GLAZEBROOK RD	DEPASQUALLE RD	SUSAN DR	1257	30	37710		
131	DEPASQUALLE RD	GLAZEBROOK RD	GEORGE AVE	2963	40	118520		
132	FINCH CT	DEPASQUALLE RD	CDS - END	191	36	6876		
133	MURREN RD	DEPASQUALLE RD	CDS - END	160	36	5760		
134	WESTPARK ST	GLAZEBROOK RD	DEPASQUALLE RD	942	28	26376		
135	KEANE CT	GLAZEBROOK RD	CDS - END	394	36	14184		
136	SUSAN DR	315' N GLAZEBROOK RD	CDS -SOUTH END	1868	36	67248		
137	SYCAMORE BLUFF CT	SUSAN DR	CDS - END	215	36	7740		
138	DULOCK RD	DOHENY CIR	SUSAN DR	753	36	27108		
139	POPLAR CREST RD	LANCER CT	DEPASQUALLE RD	956	36	34416		
140	POPLAR CREST RD	DEPASQUALLE RD	CDS - END	866	36	31176		
141	COOK CT	POPLAR CREST RD	CDS - END	175	36	6300		
142	COPPER CT	CDS - EAST END	CDS - WEST END	333	36	11988		
143	LANCER CT	POPLAR CREST RD	CDS - END	215	36	7740		
144	BOVARD ST	DOHENY CIR	SUSAN DR	1070	36	38520		
145	DOHENY CIR	WILDOMAR TRAIL	CDS - END	1032	36	37152		
146	AMATISTA AVE	BRILLANTE DR	ROSITA DR	915	36	32940		
147	BRILLANTE DR	PORRAS RD	CDS - END	2012	34	68408		
148	EL DIAMANTE DR	ROSITA DR	PLATA CT	1852	36	66672		
149	ESMERALDA CT	EL DIAMANTE DR	CDS - END	530	32	16960		
150	IODINE SPRINGS RD	LA ESTRELLA ST	SENNA DR	400	32	12800		
151	ORO CT	SENNA DR	CDS - END	181	32	5792		
152	PERLA PL	BRILLANTE DR	SENNA DR	342	36	12312		
153	PLATA CT	EL DIAMANTE DR	CDS - END	381	32	12192		
154	PORTOLA PL	BRILLANTE DR	ROSITA DR	878	36	31608		
155	ROSITA DR	PORRAS RD	CDS - END	1958	34	66572		
156	RUBI CT	EL DIAMANTE DR	CDS - END	314	32	10048		
157	SAFIRO CT	EL DIAMANTE DR	CDS - END	533	32	17056		
158	SENNA DR	EL DIAMANTE DR	CDS - END	1870	34	63580		
159	TOPACIO CT	AMATISTA AVE	CDS - END	564	32	18048		
160	TRIG RD	LA ESTRELLA ST	SENNA DR	141	36	5076		
161	VERONA CT	AMATISTA AVE	CDS- END	455	32	14560		
	Į.	Additive Totals			SF	933,438		