

## GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Standard Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Standard Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Standard Specifications" is amended to read:

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

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Standard Specifications" is amended to read:

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

3. Section 4-1.1, "General" Section 4-1.1 of said "Standard Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and

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

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Standard Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City \$500 for each and every calendar day's delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

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

5. Section 7-2.2, "Laws" Section 7-2.2 of said "Standard Specifications" is amended to read:

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

- A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$50.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not

less than one and one-half times the basic rate of pay, as provided in said Section 1815.

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

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

- C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$50.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

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

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

The City will not recognize any claim for additional compensation

because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: In the awarding of any contract or written order for any public work or improvement, the Project Manager, Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Project Manager, City Engineer/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Project Manager, City Engineer, Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor. If such determination affects only a subcontractor then the Project Manager, Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Project Manager, City Engineer and/or City Engineer, or his/her designee, process the necessary experience, financial qualifications, and equipment to perform said subcontract.

The apprenticeship provisions contained herein shall not apply to contracts of general contractors involving less than fifty thousand dollars (\$50,000.00) or twenty (20) working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than five thousand dollars (\$5,000.00) or fewer than five (5) working days.

6. Section 7-3, "Liability Insurance" Section 7-3 of said "Standard Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

7.3.1 Contractor's Liability:

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

- (c) In the event the City of Perris, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

#### 7.3.2 Liability Insurance:

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

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

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

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

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

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

### 7.3.3 Sufficiency of Insurer or Surety:

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

## 7-4 "Workers' Compensation Insurance"

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

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

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

Said policy of insurance shall contain an endorsement which:

- A. Waives all right of subrogation against the City and any persons and entities designated in the Special Provisions to be listed as additional insureds in the policy of insurance provided for in Section 7-3.2 by reason of any claim arising out of or connected with the operations of Contractor or any subcontractor in performing the work provided for herein;
- B. Provides it shall not be cancelled or altered without thirty (30) days notice thereof given to the City by registered mail.

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

7. Section 7-10.4.1, "Safety Orders"      Section 7-10.4.1 of said "Standard Specifications" is amended to read:

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

8. Section 7-13, "Laws to Be Observed"      Section 7-13 of said "Standard Specifications" is amended to read:

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

9. Section 9-3, "Payment"      Section 9-3 of said "Standard Specifications" is amended to read:



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

Section 9-3.2 of said "Standard Specifications" shall be amended to read: PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Payments will be made on a monthly basis. The Progress Payment request shall be submitted on or before the 20<sup>th</sup> day of each month. The estimate may include only work completed up to and including this date. Progress pay requests showing work not accomplished by the 20<sup>th</sup> day of the month shall be rejected.

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

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

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

Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the

cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151(b).

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

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

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

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

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

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

- 10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified

in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

11. “Environmental Provisions” The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
  - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
  - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor’s cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

## STANDARD PROVISIONS

### PART I - STANDARD CONDITIONS

SP-1-1.00 GENERAL — It is the intent of these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

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

SP-1-1.01 STANDARD SPECIFICATIONS — The specifications entitled, Standard Specifications for the State of California Department of Transportation, as amended, in the General Provisions of these Specifications, shall hereinafter be referred to as the Standard Specifications. These shall be the most recent version published.

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

SP-1-1.02 DEFINITIONS — Attention is invited to the provisions of Section 1 — "Terms, Definitions, Abbreviations and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY	City of Perris
BOARD	City Council of the City of Perris
DEPARTMENT	California State Department of Transportation (Caltrans)
ENGINEER	The City Engineer of City of Perris his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE	City of Perris
CITY ENGINEER	John Pourkazemi

LABORATORY The laboratory to be designated by the Engineer to test materials and

work involved in the contract.

## NOTICE TO CONTRACTORS

## Notice Inviting Bids.

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

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

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

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

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

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

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

SP-1-2.02 SCHEME OF WORK — The work contemplated in the project consists of furnishing labor, materials, services, and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS — All work shall conform to the Caltrans Standards and shall be considered a part of these plans, and shall be on the jobsite during the entire duration of construction.

SP-1-2.04 TIME LIMIT — The work, both onsite and offsite, shall be completed within the date given in the Notice to Proceed. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as rainy days by the City Engineer.

SP-1-2.05 AWARD AND EXECUTION OF CONTRACT — The bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

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

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

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

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

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

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

SP-1-2.06 AUTHORITY OF THE CITY ENGINEER, PROJECT MANAGER — The City Engineer, Project Manager shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Standard Specifications.

SP-1-2.07 SUBCONTRACT — Attention is directed to the provisions of Section 2- 3, "Subcontracts", of the Standard Specifications as amended in the General Provisions herein and these Special Provisions.

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

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

omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK — All changes in the work, whether requested by the contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Project Manager, or City Engineer. Within time specified in the proposed changes in Work or 10 days, when not otherwise specified, after receipt of changes in Work, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Attention is invited to Section 3 of the Standard Specifications and the provisions of Paragraph 2 of the General Provisions.

SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP — All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Project Manager or City Engineer.

SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP — All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be paid by the Contractor. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Standard Specifications.

SP-1-4.02 LABORATORY — The Contractor shall make all arrangements for a laboratory, designated by the City, to conduct the test requirements for the project. The contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-1-5.00 UTILITIES — The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course of said work to prevent such damage or interference. Attention is invited to Section 5 of the Standard Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

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

WORK — Attention is invited to Section 6 of the Standard Specifications and these Special Provisions.

SP-1-6.01 PROGRESS SCHEDULE — After notification of award and prior to starting any work, the contractor shall submit to the Project Manager for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Standard Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies.

SP-1-6.02 BEGINNING OF WORK — The contractor shall begin work on \_\_\_\_\_, 2026. If for some reason the City does not authorize the work to begin on such date, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION — The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Standard Specifications.

SP-1-6.04 PROSECUTION OF WORK — The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Standard Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK — The Project Manager shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the Project Manager or City Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Project Manager or City Engineer.

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

SP-1-6.06 SUSPENSION OF CONTRACT — If at any time in the opinion of the Project Manager or City Engineer, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Project Manager or City Engineer, within the time specified in such



notice, the City in any such case shall have the power to suspend the operation of the contract.

Attention is invited to the provisions of Section 6-3 of the Standard Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

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

SP-1-6.07 TERMINATION OF CONTRACT — Subject to all applicable provisions of these specifications and/or the contract, the Project Manager or Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Project Manager or City Engineer, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Project Manager or Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the Project Manager or City Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished portion of the work to another contractor or by a combination of such methods.

In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

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

SP-1-6.08 LIQUIDATED DAMAGES — It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Standard Specifications as amended in Paragraph 4 of the General Provisions.

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

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

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR — Attention is invited to Section 7 of the Standard Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State codes, and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work, including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Project Manager or Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK — During the progress of the work, the City of Perris will not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Perris and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR — Attention is invited to the provisions of Section 7-2 of the Standard Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE — Attention is invited to the provisions of Section 7-3 of the Standard Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE — Attention is invited to the provisions of Section 7-4 of the Standard Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION — The contractor shall obtain a no-fee excavation permit before proceeding with any work on the project.

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

City inspectors work from 8:00 a.m. until 5:00 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Building Official or City Engineer only, and inspector's time will be billed to the contractor at an overtime rate accordingly.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE — On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Standard Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK — Attention is

directed to Section 7-7 of the Standard Specifications and these Special Provisions.

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

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

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

AGENCY	TELEPHONE NUMBER
Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
Eastern Municipal Water District	(951) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2253
Paragon Communications	(714) 379-3376

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

SP-1-7.08 PROJECT APPEARANCE — The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Standard Specifications.

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

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

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

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

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

SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS — The Contract shall take all necessary precautions to protect in place all existing improvements not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Standard Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

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

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

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE — The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work. Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

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

SP-1-7.11 PUBLIC SAFETY — The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7-10.4 of the Standard Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to

be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty (\$50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

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

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

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

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

SP-1-7.12 PUBLIC NOTICE — The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

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

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

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

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

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

SP1-7.13 SOUND CONTROL REQUIREMENTS — If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 db at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

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

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

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

SP-1-7.14 LAWS TO BE OBSERVED — The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Standard Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION — It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forty -eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

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

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
Eastern Municipal Water District	(951) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2293
Paragon Communications	(714) 379-3376

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

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK — It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. He shall also determine what type, material,

and condition of these utilities.

**SP-1-7.17 INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS** — If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the City, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the forecited person as well as the other prospective bidders as specified in the bid documents. **THE CITY WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.**

## **PART II — STANDARDS CONSTRUCTION DETAILS**

**SP-2-1.00 SCOPE OF WORK** — The Contractor shall furnish, in accordance with the specifications and drawings, all plant, labor, equipment and materials required for completion of the Project.

**SP-2-2.00 DRAWINGS** — Contract drawings applicable to the work to be performed under the contract are the drawings prepared by the City, STK Architects, and Southern California Edison.

**SP-2-3.00 SITE OF THE WORK** — Site of the work is in the City of Perris within County of Riverside, California, Perris, CA 92570.

**SP-2-4.00 TIME OF COMPLETION** — The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the City Engineer.

**SP-2-5.00 LIQUIDATED DAMAGES** — As defined in Section 6-9 of the Standard Specifications, the amount fixed for liquidated damages for delay in completion is \$1,000.00 per calendar day for each and every day over the time of completion in excess of the time specified for completion, plus any authorized time extensions.

**SP-2-6.00 INSURANCE** — The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Standard Specifications and as shown in this specification.

**SP-2-7.00 PRECONSTRUCTION CONFERENCE** — The Contractor to whom the contract is awarded shall attend a preconstruction conference at a location and time set by the City Engineer.

**SP-2-8.00 CONSTRUCTION MEETINGS** — Construction meetings will be held at the jobsite as required and as requested by the Contractor or the Project Manager or the City Engineer to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.



SP-2-9.00 STANDARD SPECIFICATIONS — Specifications for work shall follow in order of:

Bid Specification  
Package Standard  
Specifications  
Public Works Construction Manual  
Eastern Municipal Water District

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

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

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

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

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

SP-2-12.00 SAFETY — In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

When performing underground work, Contractor shall call Underground Service Alert, (800) 227-2600, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand-dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation.

SP-2-13.00 PROTECTION OF EXISTING FACILITIES — During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-14.00 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK — The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be

furnished, and as to the requirements of the bid proposal, plans and specifications.

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

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

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

**SP-2-16.00 POWER AND WATER SUPPLY** — The Contractor shall provide, at his own expense, all necessary power and water required for his operations under the contract. The Contractor shall provide and maintain in good order such modern power equipment as shall be adequate in the opinion of the Project Manager to perform in a safe and satisfactory manner the work required by the contract.

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

**SP-2-17.00 DUST ABATEMENT** — The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Project Manager or Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until all required resurfacing is completed or until the Contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. Such arrangements shall be approved by the Project Manager or the City Engineer prior to their completion. Unless otherwise provided full compensation for dust abatement as described shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

**SP-2-18.00 COOPERATION BETWEEN CONTRACTORS** — The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

**SP-2-19.00 DAILY CLEANUP AND ACCESS** — At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

**SP-2-20.00 FINAL CLEANUP** — After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-21.00 MAINTENANCE AND GUARANTEE — As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-22.00 PROTECTION OF THE PUBLIC — The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

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

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

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

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

SP-2-23.00 TRAFFIC CONTROL (PUBLIC CONVENIENCE AND SAFETY) STREET CLOSURES, DETOURS, BARRICADES — The Contractor shall comply with all applicable State, County and City requirements for work in the public right-of-way. The Contractor shall provide and maintain barriers, guards, lights, signs, temporary bridges, pilot cars, arrow boards, message boards, flag persons and watch persons, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices. All work shall be accomplished in accordance with the requirements specified in Subsection 7-10 of the Standard Specifications for "Public Works Construction" latest edition. In addition, traffic control shall be provided in accordance with the State of California's "Traffic Manual", latest edition and plans.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer or his representative may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense. Should the City Engineer or his representative point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from

responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

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

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

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

**SP-2-24.00 CONTRACTOR'S RESPONSIBILITY** — The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the Project Manager or City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

**SP-2-25.00 CONSTRUCTION AND ENCROACHMENT PERMITS** — The Contractor and his subs shall procure all permits and business licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices paid for the various contract items of work listed in the Bid Form except where specified otherwise.

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

**SP-2-26.00 DIRT/GRINDING EXPORT** — The Contractor shall be responsible for the removal of all excess dirt, grinding or unsuitable materials, if any, created by the construction of the project. The cost for this shall be considered in the various bid items if not specified.

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

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

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

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

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

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:

GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

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

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

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

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

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

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

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

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

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

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

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

SP-2-35.00 DISADVANTAGED BUSINESS – Not used.

SP-2-36-00 DBE VOLUNTARY GOAL FOR THIS PROJECT – Not used.

SP-2-37.00 DBE RECORDS – Not used.

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

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

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

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

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

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

- (1) No substitution of a DBE subcontractor shall be made at any time without the written consent of the Department, and
- (2) If a DBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.
- (3) The requirement in ST 2-35.00, "Disadvantaged Business", of these standard provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



legal holidays, after said notification, unless a later time is authorized by the Department.

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

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DBE goal will be met shall include the names of DBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of the contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of said work. (Note: DBE subcontractors to whom the bidder proposes to subcontract portion of the work in an amount in excess of  $\frac{1}{2}$  of one percent of his total bid or \$10,000, whichever is greater, must have been named in the bid. – See section entitled “Required Listing of Proposed Subcontractors” in Section 2 of these Standard Specifications).

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

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

- (6) Any additional data to support a demonstration of good faith effort, such as contacts with DBE assistance agencies

SP-2-35.00 AWARD OF CONTRACT – The award of contract, if it be awarded, will be to the total lowest responsible bidder whose proposal complies with all the requirements prescribed.

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

It is the intent of these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

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

Mobilization shall conform to the provisions in Section 11, “Mobilization”, of the Standard Specifications and these Special Specifications.

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

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

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

Traffic control shall conform to the provisions in sections 7-1.02 “Load Limitations,” 7-1.06, “Safety and Health Provisions,” Section 7-1.08, “Public Convenience”, Section 7-1.09, Public Safety”, and Section 12-3.04 “Portable Delineators” of the Standard Specifications, the Manual of Traffic Controls, the Section of these contract documents entitled “Insurance – Hold Harmless”, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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

All existing traffic control signs and street name signs shall be maintained in visible locations except as

directed by the Engineer and where they conflict with the project.

Sufficient lighting will be required for all work performed when sufficient sunlight is not present.

No payment for extra work will be allowed for work performed as specified in Section 12-2.02 (flagging costs) of the standard specifications. Flagging costs will be borne entirely by the Contractor.

It is the Contractor's responsibility to provide for the safe passage for vehicles traveling to residences and business location within the limits of the project.

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

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

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

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

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

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

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

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

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

holidays.

#### SP-3-4.00 – SPECIAL SIGNS

The Contractor shall furnish and erect two sided Special Sign at the locations designed by the Project Manager or City Engineer in accordance with the Standard Plans and these Special Provisions.

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

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

Signs shall be manufactured using 3/4" ply glaze or equivalent support material, 4" minimum lettering size, 1" border, and reflective sheeting conforming to FHWA FP-85 Type IIA or AASHTO M268 Type III.

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

#### SP-3-5.00 – RECORD DRAWINGS

The Contractor shall keep one clean set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink. The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The job will not be finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Resident Engineer, and become the property of the City at conclusion of the project. Such record drawings shall include one (1) paper copy and one (1) electronic copy on media approved by the City Engineer or his designee.

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

#### SP-3-6.00 – WATER POLLUTION CONTROL

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

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

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual," and collectively as the "Manuals. Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>. Copies of the Permits are available for review at the Department of Transportation, District 8, Environmental / Technical Branch, 464 West 4th Street, San Bernardino, California.

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

Unless arrangements for disturbance or use of areas outside the project limits are made by the City and made part of the contract, it is expressly agreed that the City assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project. Installing, inspecting, and maintaining water pollution control practices on areas outside the road right-of-way not specifically arranged for and provided for by the City for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control (Storm Water Pollution Prevention Plan)", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due to Contractor under the contract, in an amount determined by the City, may be retained by the City until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or Federal requirement, the Engineer may retain money due to Contractor, subject to the following:

- A. The City will give the Contractor 30 day's notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments" of the Standard Specifications.

If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall pay for interest on the amount retained for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control (Storm Water Pollution Prevention Plan)" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibility", of the Standard Specifications.

The Contractor shall notify the City Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

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

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

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements", of the Standard Specifications and these Special Provisions.

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

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

The Contractor shall remove equipment, materials, and rubbish from the work areas and other City owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up", of the Standard Specifications.

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

### SP-3-8.00 – MAINTENANCE OF ROAD

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

### SP-3-9.00 – PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.11, “Preservation of Property”, of the Standard Specifications and these Special Provisions.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be 24- inch box and the minimum size of shrub replacement shall be No. 15 container. Replacement ground cover plants shall be from flats and shall be from cuttings and shall be planted 12-inch on center. Replacement planting shall conform to the requirements in Section 20-4.07, “Replacement”, of the Standard Specifications. The Contractor shall water replacement plants to conformance with the provisions in Section 20-4.06, “Watering”, of the Standard Specifications. Damaged or injured plants shall be removed and disposed of outside the road right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-4.05, “Planting”, of the Standard Specifications.

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

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

### SP-3-10.00 – UTILITY VERIFICATIONS AND POTHOLING

Attention is directed to Section 8-1.10, “Utility and Non-Highway Facilities”, and Section 15, “Existing Highway Facilities”, of the Standard Specifications and these Special Provisions.

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

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

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	1-800-227-2600

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

Some of the existing utilities may be in conflict with the project. If this is the case, the contractor shall coordinate his work with that of the utility. No additional compensation will be paid to the Contractor for any delay or loss of efficiency due to having to coordinate his work with that of the utilities. Utility verifications and potholing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals (including coordination), shall be paid for under other items of work unless is specified otherwise and no additional compensation will be allowed thereof.

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

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

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

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

Demolition, roadway excavation, and earthwork (including pavement removal and site grading) for the entire project will be paid under various bid items when not specified in the schedule of bid items and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work and no additional compensation will be allowed thereof.

#### SP-3-12.00 – SUBGRADE PREPARATION

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

It is critical to not damage the existing utilities during construction. To this end, the City has reviewed record drawings and have included existing utility information on the civil plans. It should be



emphasized that even though this information is being provided, it is the Contractor's responsibility to protect the utilities during construction and to ensure that the existing utilities do not conflict with the proposed improvements. It is possible that all existing utilities may not be shown on the civil plans.

If areas are encountered that the Contractor believes should be determined to be "unsuitable material", the Contractor shall notify the Engineer. If the Engineer determines that the material is "unsuitable" it shall then be removed and disposed of and paid for as extra work provided in Section 4-1.03D.

The grade tolerance for the subgrade grading plane at any point shall not vary more than 0.02' (1/4- inch) below or 0.06' (3/4-inch) above the grade established by the Engineer.

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

#### SP-3-13.00 – AGGREGATE BASE

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

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

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

#### SP-3-14.00 – MINOR CONCRETE

Minor concrete shall comply with Section 90 "Portland Cement Concrete" of the standard specifications and these special provisions except that no fly ash is allowed. References to Section 90-2.01 "Portland Cement" of the standard specifications shall mean Section 90-2.01 "Cement" of the standard specifications. Any concrete accelerators used to speed construction shall be at the Contractor's expense and no payment will be made. All concrete used for driveways and cross gutters shall be sufficiently strong to allow them to be opened to traffic within 72 hours of placement.

All minor concrete items (including, but no limited to, median island & median nose, sidewalks, curb and gutter, driveways, access ramps and cross gutters) shall be built per Riverside County Improvement Standards and Specifications except as modified herein and on the plans. All minor concrete must meet the latest ADA requirements. Minimum sidewalk thickness is a true 4.0 inches, and minimum cross gutter

and driveway thickness is 8.0 inches, both per Riverside County Standards. Sidewalks, median ramps, curb and gutter, and driveways shall be constructed using 3250psi concrete mix.

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

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

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

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

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

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

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

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

Payment for all signing, striping and pavement markings shall be paid under various bid items when not specified in the schedule of bid items and include full compensation for all temporary and permanent striping and pavement markings for furnishing all labor materials, tools, equipment and incidentals in place and no additional compensation will be allowed therefore. This price shall also include all signing, delineators, paint, thermoplastic, and RPMS unless specifically called out to be paid for in a different item.

#### SP-3-16.00 – PROTECT IN PLACE OR REMOVE AND REPLACE RELOCATE OR ADJUST TO GRADE SIGNS, TREES, UTILITY BOXES, IRRIGATION LINES, VALVES

M.H., METERS, VALVES, MAIL BOXES, SMALL BLOCK WALL, ETC.

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

#### SP-3-17.00 – WEED REMOVAL

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

All weeds shall be sprayed with a herbicide mixture of either Hyvar mixed with Roundup or Pratol mixed with Roundup, or approved equal, between seven (7) to twenty one (21) days prior to removing the weeds. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied.

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

#### SP-3-19.00 – CONSTRUCTION STAKING

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

#### SP-4-14.00 – TRUNCATED DOMES

Truncated domes shall meet California ADA Standards. Truncated domes shall have a base diameter from 0.9 to 1.4 inches wide and 0.2 inches high. From center to center, each dome shall be spaced 1.6 to 2.4 inches apart with a base-to-base spacing of 0.65 inches. All detectable warning surfaces shall contrast as light-on-dark or dark-on-light. The truncated dome tile shall have minimum 3-foot depth and shall be Cast in Place. Truncated domes shall be manufactured by ADA Solution Inc. or Armor Tile and the color shall be Federal Yellow.

Payment for truncated domes shall be per unit as defined in the bid schedule. Payment shall also include the removal of any existing truncated domes that is not addressed elsewhere in the bid schedule.

#### SP-4-15.00 – TRAFFIC SIGNAL IMPROVEMENTS

All traffic signal equipment and installation methods shall be per the latest Caltrans Standard Plans and latest Caltrans Standard Specifications, manufacturer (Eltec or approved equal) specifications and requirements, City requirements, and the plans. All materials shall be new.

#### SP-4-16.00 – EQUIPMENT LIST AND DRAWINGS

The Electrical Contractor must submit a “Notice of Materials to be Used”. The Contractor shall furnish to the City Engineer a copy of all purchase orders for equipment and materials used in reference to traffic signals within five days of when such orders are placed. The Contractor shall also provide copies of all correspondence with equipment and materials suppliers concerning availability, delivery dates, anticipated delays, and shipment notices within five days of each letter. References to cost may be omitted.

Consideration for recommending time extensions for materials and equipment delivery delays will not be made unless these provisions are met. The Contractor shall furnish two maintenance and operation manuals for cabinet, controller unit, auxiliary equipment, vehicle detector sensor units, control units, amplifiers, and any other auxiliary equipment furnished. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing.

The maintenance manual shall include, but need not be limited to, the following items:

- Specifications
- Design Characteristics
- General Operation Theory
- Function of all controls
- Trouble shooting procedure (diagnostic routine)
- Block circuit diagram
- Geographical layout of components
- Schematic diagrams
- List of replaceable component parts with stock numbers

#### SP-4-33.00 – SIGNAL FACES AND SIGNAL HEADS

Signal faces, signal heads and auxiliary equipment as shown on the plans, and the installation thereof, shall conform to the provisions in Section 86-1.02R(4), “Signal Heads”; 86-1.02R(3), “Backplates”; 86- 1.02(2) “Signal Mounting Assemblies”; and 86-1.02R(1), “General”, of the 2018 Caltrans Specifications and these Special Provisions

Backplate shall be fastened with stainless steel self-tapping screws.

All backplates shall be vented, colored satin black, and one piece. Backplates shall be outfitted with 2-inch fluorescent yellow Type XI retroreflective borders around the entire perimeter. Retroreflective border shall be installed at the manufacturer’s facility and shall not be installed onsite or by the contractor.

Visors shall be “tunnel” type and colored satin black with open slot at bottom. All signal face indications shall have 12-inch sections.

Polycarbonate traffic signal heads will not be accepted.

Lens doors shall be a type with a single wing nut/fastening bolt assembly, colored satin black, and made of stainless steel.

Red and yellow indicator lenses shall be tinted. Green signal indicator lenses shall be clear.

#### SP-4-17.00 – ACCESSIBLE PEDESTRIAN SYSTEM

Accessible Pedestrian Push Buttons system must comply with the California MUTCD, chapter 4E. Accessible pedestrian signal must allow exterior access using a laptop or other device for use of configuration or modification. The system shall comply with the following requirements. Pedestrian Head Control Unit requirements in Item “B” below may be omitted if the manufacturer’s controller solution is able to provide necessary APS operations and features as detailed in Item “B”.

- NEMA, 250-Type 4X (Enclosure).
  - TS4 (Electrical Reliability in section 8)
  - IEC 61000-4-4 and IEC 61000-4-5 (Transient Suppression).
  - FCC Title 47, Part 15, Class A (Electrical Noise)
  - NEMA TS2 Section 2.1.
  - Weigh less than 5 lb.
  - Measure 13.4 by 5.4 by 23 inches.
  - Have an internal weatherproof speaker and microphone that senses the ambient sound level.
  - Adjustable operating force between 1 lb. and 3 lb.
  - Minimum 2-inch diameter actuator.
- A. A housing for the unit shall be 9”x12” (yellow) and made of 356 Aluminum heat-treated to meet Specification T-6. It shall be of a telescoping, vandal-proof design. The color shall be Yellow. Adaptors may be required to install the APS pushbutton housing and the sign plate. An adaptor or a spacer may be required to install two 9”x12” housings side by side. The PPB shall be installed right side up to avoid water penetration.
- B. The system includes a Pedestrian Head Control Unit (PHCU) inside each pedestrian signal indications housing powered by 120 VAC WALK/DON’T WALK pedestrian head lamp indications, an interface panel. Each PPB shall connect to a control unit located inside its associated pedestrian signal housing. The PBS shall provide information and cues via both a vibrating arrow button and audible message indicating the “WALK SIGN IS ON”, during WALK interval. The speaker grills must be located on the back of the unit. The weather-proof speaker shall be protected by a vandal resistant screen. A sunlight visible red LED latches “ON” to confirm the button has been pushed. PBS shall include frame, sign, ADA compliant push button, and mounting hardware.

By interfacing with the Control Unit that is installed in the pedestrian signal indication housing, the PBS shall provide the following standard features:

- Confirmation of button push via latching LED, sound, and vibrotactile bounce,

- Direction of travel (with extended button push).
  - Standard locating tone during Don't Walk (and clearance if desired).
  - Standard voice messaging during Walk.
  - Vibrating arrow button during Walk.
  - Standard locating tone or verbal countdown during clearance.
  - All sounds automatically adjust to ambient over 60 dB range.
  - All sounds shall be synchronized.
  - Extended button push shall turn on, boost volumes, and/or mute all sounds except those on activated crosswalk.
- C. Mounting Height and Location. PPB's Controls shall be located no more than 5 feet offset from the extended crosswalk line, at a height of 42 inches above the finished surface, and at least 10 feet apart. The PPB's shall also be located adjacent to a paved flat area and there shall be 10 to 24-inch sides reach from the flat area to the PPB. A Push Button Frame Extender (PBFE) may be required.
- D. Pedestrian Pushbutton front cover plates shall be international symbol (12"x9" R10-3b MUTCD sign) and installed with security screws. The security screws shall be stainless steel, button head socket cap screws #8 diameter, 3/8 inch in length and 32 threads per inch,. The socket shall be 3/32-inch Allen.
- E. The Contractor shall verify with the City Engineer the types of verbal message to be programmed in each pedestrian push button.

#### SP-4-18.00 - SIGNAL CONTROLLER ASSEMBLY

The Contractor shall furnish and install Eltec (or approved equal) Hybrid Pedestrian Crosswalk (HAWK) controller cabinet, Mikros EIC controller, solar panels, batteries, wiring, and all other appurtenant equipment for intended operation for each location.

Controller cabinet shall be Eltec (or approved equal) 3-compartment cabinet and be installed attached to the traffic signal pole as shown on the plans. Cabinet shall be mounted to traffic signal pole using bands, U-bolts, or other manufacturer-approved method.

Controller shall be Eltec Mikros (or approved equal). Prostar 30M charge controller shall be furnished and installed.

Solar panels for each location shall be dual 140 watt and be mounted on the side of the pole per manufacturer's specifications.

Batteries for each location shall be three (3) 110Ah batteries.

The Contractor shall install signal timing plans provided by the City in the traffic signal controllers prior to signal turn-on.

The Contractor shall coordinate with manufacturer representatives to be on-site for turn-on assistance for each location.

## SP-4-19.00 – CONDUIT

Conduit shall conform to the provisions in Section 87-1.03B, “Conduit Installation” of the Caltrans Specifications and these Special Provisions.

Conduits shall be Type 3, Schedule 80 Polyvinyl Chloride (PVC) conforming to UL Publication 651 requirements for Rigid Non-Metallic Conduit and underground installation only.

Conduit depth shall not exceed 60 inches below finish grade.

Conduit size shall be 3 inches minimum unless otherwise specified. New conduit shall not pass through foundations of standards.

Conduit bends shall be factory bends. Bend radius for signal interconnect conduits shall be 3 feet minimum.

A pull rope and a bare #12 AWG wire shall be installed in conduits intended for future use. Bell bushings are required for all conduit ends. The ends of conduits terminating in pull boxes and controller cabinets shall be sealed with sealing compound approved by the Engineer after conductors have been installed.

Conduits shall be installed via jacking or drilling method per Section 87-1.03B(5), “Installation”, of the Standard Specifications.

### Conduit Installation

Jacking or drilling conduit installation method is required for this project. Utility verification and potholing shall be conducted by the contractor prior to jacking or drilling operations to identify and clear conflicting utilities.

The Engineer shall approve trenching installation on a case-by-case basis where conduit cannot be installed by jacking or drilling. Jacking or Drilling shall be attempted a minimum of three times prior to requesting trenching installation.

If ordered by the Engineer, all pavements shall be cut to a depth of 3 inches with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter surface outside the removal area.

Trench shall be 2 inches wider than the outside diameter of the conduit being installed however not exceeding 6 inches in total width. The conduit shall be placed in the bottom of the trench. Conduit depth shall be at a minimum of 30 inches below finished grade, with a minimum of 26 inches cover over the conduit.

The trench shall be backfilled with two-sack slurry to the finish grade before final paving. Prior to final paving, grind pavement centered along the length of the trench a minimum width of 3 feet and depth of 0.10 feet and excavate backfilled to a depth of 0.30 feet below the final pavement surface. Final paving with commercial Type A ½” PG64-10 asphalt concrete.

If directed by the Engineer, the two-sack slurry backfill can be installed to a depth of 0.30 feet below the final pavement surface and cured for a minimum of two days prior to final paving if the trench area is not open to traffic.

The contractor is responsible for the proper installation of underground conduit regardless of utility conflicts, soil type, pavement type, and any other conflicts.

#### SP-4-20.00 – POLES

Traffic signal poles shall be per 2024 Caltrans Standard Plans and the design plans. The contractor shall pothole and confirm clearance and location for all proposed traffic signal pole locations prior to ordering poles. The contractor shall immediately notify the city and the design engineer if any conflicts are found.

Concrete foundations shall have a minimum of 590 pounds of cementitious material per cubic yard of concrete. Steel rebar, bolts, and other concrete foundation items shall be furnished and installed per the 2018 Caltrans Standard Plans.

Poles shall be galvanized steel with no additional coatings or paint.

Mounting of poles shall only occur after all poles have been delivered to the site.

#### SP-4-21.00 – PULL BOXES

All pull boxes shall be outfitted with tamper-resistant fasteners and fiberglass lids. Lids for pull boxes containing traffic signal conductors shall be inscribed with “TRAFFIC SIGNAL” text. Lids for pull boxes containing electrical service conductors shall be inscribed with “SERVICE” text. Lids for pull boxes containing only street lighting conductors shall be inscribed with “LIGHTING” text. All pull boxes shall be No. 6 unless otherwise shown on the plans.

#### SP-4-22.00 – CONDUCTORS AND CABLES

All conductors and cables shall be new. Slack shall be provided in each pull box, standard, and controller location.

The contractor shall furnish and install all necessary conductors for the intended operation of the traffic signal.

#### SP-4-23.00 – RETROREFLECTIVE STREET NAME SIGNS

The contractor shall furnish and install all RSNS per City of Perris and County of Riverside standards and requirements. Contractor shall provide shop drawings of the proposed RSNS and receive City approval prior to ordering.

The contractor shall install RSNS on the signal mast arm using Zap brackets or approved equivalent. Safety cables shall also be furnished and installed to ensure sign does not fall into roadway. The contractor shall furnish and install all necessary mounting equipment.



#### SP-4-24.00 – PEDESTRIAN SIGNAL HEADS

The contractor shall furnish and install 16” LED pedestrian signal heads per the plans. All pedestrian signal heads shall be countdown type. Housing of the pedestrian signal heads shall be signal green.

#### SP-4-25.00 – LUMINAIRES

The contractor shall furnish and install solar powered luminaires on a new 15TS signal pole per the plans for each location. The solar powered luminaire shall have a battery source capable of lasting at least 48 hours without sunlight. The batteries shall be located in a waterproof, metal cabinet which is attached to the signal pole using bands, U-bolts, or per manufacturer specifications. Solar panels shall be attached to the signal pole using bands, U-bolts, or per manufacturer specifications. Solar panels shall be sized to be able to fully charge batteries within one day worth of daylight. Luminaire shall output a minimum of 9000 lumens and have an output color temperature of 4000K. Luminaire housings shall be grey. Luminaires shall be outfitted with electronically controlled light sensor(s) that will automatically turn lights on and off.

#### SP-4-26.00 – MEASUREMENT AND PAYMENT

Pedestrian Signal Improvements shall be measured and paid by lump sum for per location. The contract price paid for each Traffic Signal Improvement location shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals, and for doing all work involved in the electrical work as shown on the plans, as specified in these Special Specifications, the Caltrans Standard Plans and Specifications and as directed by the Engineer, including, dewatering (if needed), excavation, removal of excavated material and off-site disposal, all appurtenances and equipment specified, potholing, conduits, conductors, connection to new or existing pull boxes, replacement of disturbed surface material and all flatwork and concrete, coordination with vendors/suppliers, testing of all electrical systems to ensure a complete and functioning traffic signal system, complete in place, and no additional payment will be allowed therefore. All trench restoration for traffic signal electrical conduit, including backfill materials and hot mix asphalt with T-cut, is included in the Traffic Signal Improvement bid item per each location.

Full compensation for salvaging, hauling, stockpiling, and disposing of existing electrical systems removed shall be considered as included in the contract price paid for the Traffic Signal Improvements at each location and no additional compensation will be allowed, therefore.

#### SP-4-20.00 – STRIPING AND SIGNAGE

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

All permanent striping shall be paint and all permanent markings shall be thermoplastic. Work shall also include any signing, installation of raised pavement markers (RPMS), and delineators as shown on the plans. Striping shall be installed prior to opening the roadway to traffic. If the Contractor is required to open the roadway to traffic for any other cause, Contractor must install permanent or temporary striping and legends throughout the project per the City engineer’s direction prior to opening the road to the public.

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

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

The signing shall include removing and/or relocating all existing signs as necessary and the installation of new signs and poles. All signing work shall meet County of Riverside and Caltrans specifications. Work also includes removal of any striping, thermoplastic, RPMS, signing, etc. as needed to complete the plans. All striping removed or has been slurry over shall be replaced “in-kind” or as directed by the Engineer. The replacement shall include RPMS for fire hydrant locations.

The contract lump sum price for “Striping and Signage” shall include full compensation for all temporary and permanent striping and pavement markings for furnishing all labor, materials, tools, equipment and incidentals in place and no additional compensation will be allowed therefore. This price shall also include all signing, delineators, paint, thermoplastic, and RPMS unless specifically called out to be paid for in a different item. The contract price shall include removal and replacement of all striping, legends, and markings. The lump sum cost shall also include preservation of existing fire hydrant reflectors and installation of new one in case damaged or in the event none exists. The reflectors shall be per EMWD and County Standards.

