

Bid No. 7436

All Prospective Vendors submitting a bid must be subscribed to the listing for the bid prior to the bid opening. If the Vendor is not listed on the Electronic Bidders List the bid package will not be considered or accepted. Only bids submitted to the Purchasing office located on the 6th floor of City Hall and time stamped before the deadline will be accepted.

Bids are to be submitted to the Purchasing office located on the 6th floor of City Hall, 3900 Main Street, Riverside, CA no later than September 15, 2016 before 2:00pm. The time and date are fixed and extensions will not be granted. Bids not received before the bid event time will not be accepted.

Reminder: Bid documents are to be submitted via hard copy ONLY. Line Items are to be submitted electronically via the bidding website. NO hard copy line items will be accepted.

The front of all submittals must be addressed and labeled as follows:

Bidder's Name & Address

City of Riverside; Purchasing Dept.
Attn: Art Torres (Bid No. 7436)
3900 Main Street
Riverside CA 92522

Bid No.: 7436
Due: 09/15/2016
Before: 2:00pm
Project: 2016/2017 Miscellaneous Street Improvements at Various Locations

CITY OF RIVERSIDE
FINANCE DEPARTMENT, PURCHASING DIVISION



REQUEST FOR BIDS

BID NO. 7436

DUE: Before 2:00 P.M.

DATE September 15, 2016

2016/2017 Miscellaneous Street Improvements at Various Locations

The City of Riverside Public Works Department has determined bidders shall hold a valid Class "A", "C-8", or "C-12" State of California Contractor's license in good standing.

BID BOND OR CASHIERS CHECK IS REQUIRED WITH THIS BID

All Bid Line Items are to be submitted electronically via the City's bidding website, all other information and documents are due via hard copy prior to the bid event time. Bidding will close exactly at the time set forth in the Notice Inviting Bid. All Prospective Vendors submitting a bid must submit a signed and notarized original bid bond before Bid Event time.

All applicable forms required to be completed per the bid documents, shall be submitted as part of the bid response prior to bid event date and time. **Additional documents to be submitted may include but are not limited to a Non-Collusion Declaration, a Standards Acknowledgment and Subcontractors List, including Subcontractor name, license, description, and dollar value of work to be performed, shall be submitted via the supplied forms. Pricing for individual line items may only be submitted electronically, hard copies will be ignored. Subcontractor information must be accepted as a viable bid.**

BID BOND NOT RECEIVED PRIOR TO THE HOUR INDICATED WILL BE REJECTED.

Proposal Bonds not received prior to the time and the date set forth in the Notice Inviting Bids, shall be declared late. The bidder shall have sole responsibility for its timely submittal.

Proposal Guaranty in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

BID NO. 7436

CITY OF RIVERSIDE NOTICE INVITING BIDS

2016/2017 Miscellaneous Street Improvements at Various Locations

The City of Riverside Public Works Department has determined bidders shall hold a valid Class "A", "C-8", or "C-12" State of California Contractor's license in good standing.

Bid due date: September 15, 2016, Before 2:00 P.M.

Place: Submit Bid Bond along with all other required documents to the Purchasing Division at: 3900 Main Street, Riverside, CA 92522. Proposal Guaranty in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

Vendors must subscribe at the following website in order to download plans, specifications, and be placed on the electronic bidders' list as well as to receive addendums and notifications when issued.

<http://www.riversideca.gov/bids>

All bidders and sub-bidders will be required to comply fully with the following: 1) City of Riverside Resolution No. 13346, and subsequent amendments thereto specifying the current prevailing rate of per diem wages for each craft, classification or type of workman, which schedules are on file in the State of California web site address www.dir.ca.gov/DLSR/PWD 2) Successful bidder will obtain City of Riverside Business Tax Certificate, if they do not already hold one.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor will be permitted to substitute those securities set forth in said sections for any monies withheld to ensure performance of the contract.

A proposal guarantee in the form of a Bid Bond in the amount of 10% of the total bid must be submitted prior to the hour and the date stated above. Proposal Guarantee in the form of a Cashier's check or Certified check must be submitted to the Purchasing Services Manager, at 3900 Main Street, Riverside, CA 92522, prior to the hour and the date stated above.

Bid prices shall be firm for 90 days from date of proposal opening to permit staff evaluation and City Council award. Upon award, prices quoted will be in effect for the term of the contract.

The City Council reserves the right to waive any irregularities or informalities and further reserves the right to reject any or all bids.

ART TORRES, C.P.M.
Purchasing Services Manager



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CITY OF RIVERSIDE
FINANCE/PURCHASING DIVISION
3900 Main Street, Riverside, CA 92522

INSTRUCTIONS AND CONDITIONS

IMPORTANT

ALL BID ITEMS MUST BE SUBMITTED ELECTRONICALLY. BID PROPOSAL GUARANTY AND SUPPORTING DOCUMENTS MUST BE SUBMITTED IN HARD COPY TO THE PURCHASING DIVISION. BID PROPOSAL GUARANTY AND SUPPORTING DOCUMENTS NOT SUBMITTED AND TIME STAMPED BEFORE THE HOUR INDICATED WILL BE REJECTED. IN THE EVENT THE BID SECURITY IS IN THE FORM OF A CASHIER'S CHECK, SAID CHECK MUST BE DELIVERED TO PURCHASING SERVICES MANAGER AT 3900 MAIN STREET, RIVERSIDE, CA 92522 BEFORE THE DEADLINE TO SUBMIT THE BID.

WE ARE PLEASED TO ISSUE THE ENCLOSED BID SPECIFICATIONS FOR YOUR CONSIDERATION

1. Bids will be rejected unless prices are submitted via the bidding website and all items are accounted for.
2. The City of Riverside, Purchasing Division, will not honor any explanation or change in the bid documents unless a written addendum has been issued.
3. All bids must identify bidder's firm name and be submitted by a responsible officer or employee.
4. The City Council reserves the right to reject any and all proposals and to waive any informalities related thereto.
5. It is the intention of the City of Riverside to evaluate and make recommendation for award as indicated; however, the City does reserve the right to increase or decrease quantities or to remove items before award to remain within the limitations of the availability of approved funds. The apparent low Bidder will be notified prior to recommendation for award if such adjustments are deemed necessary.
6. Our public bid openings occur online at www.rivesideca.gov/bids and results are available instantly.
7. Prices quoted by the Bidder shall be exclusive of Federal Excise taxes pursuant to exemption of political subdivisions of a State by Federal Law.
8. Prices quoted by the Bidder shall mean total cost to the City, F.O.B. delivered to Riverside.

ART TORRES, C.P.M.
Purchasing Services Manager

NOTICE INVITING BIDS
(*Bid No. 7436*)

SPECIAL PROVISIONS
STANDARD DRAWINGS
AND
PROPOSAL FORMS

To Accompany Plans *R-4373 and X-170B*

for

**2016/2017 MISCELLANEOUS STREET IMPROVEMENTS
AT VARIOUS LOCATIONS**

Issued By

PUBLIC WORKS DEPARTMENT



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SPECIAL PROVISIONS

INTRODUCTION: The format of these Special Provisions follows that of the 2012 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" which is, by reference, included within the Contract Documents of this project. (See Section 2-5.1.1 herein.) These Special Provisions supplement, modify and take precedence over the Standard Specifications. The Standard Specifications are hereby amended and supplemented as follows:

PART 1 GENERAL PROVISIONS

SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Agency/City or State	The City of Riverside.
Base Course	The layer(s) of pavement placed between the surface course and the subgrade.
Board	The City Council of the City of Riverside.
Director	Director of Public Works for the City of Riverside.
Engineer	The City Engineer or his designee
Inspector	The representative of the Engineer who is assigned to inspect conformance of the work in accordance with Plans and Specifications.
Overlay	A supplemental surface course placed on an existing pavement to improve its surface conformation or to increase its strength.
Private Engineer	(If applicable) The engineer who has prepared and has signed the Plans.
Right-of-Way	Includes City of Riverside Public Rights-of-Way and City of Riverside Public Easements.
Sewer Lateral	House Connection Sewer.

Standard Plans	City of Riverside Standard Drawings for Construction
Surface Course	The top layer of pavement designed to provide structural value and/or a surface resistant to traffic abrasion.
Traveled Way	That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. Where traffic has been diverted or restricted to certain lanes, with the approval of the Engineer, these diversions or restricted lanes become the traveled way.

1-3 ABBREVIATIONS

ARHM-GG	Asphalt Rubber Hot Mix- Gap Graded
DGAC	Dense Graded Asphalt Concrete
R & R	Remove and Replace
Std. Specs.	Standard Specifications

The abbreviations shown on Standard Drawing No. 2 may also apply.

1-5 SYMBOLS

The symbols shown on Standard Drawing No. 1 may also apply.

SECTION 2 SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

2-1.1 Scope of Project. The project entails various street improvements at 7 locations throughout the City of Riverside. This project generally includes, but is not limited, construction of new concrete sidewalks, curb and gutters, and driveways; grading; various depth grind and overlay of asphalt pavement; and adjustments of water meter boxes, water valve covers, manholes on the northerly side of Ridge Road between Fairmount Boulevard and Market Street. The project also includes construction of new sidewalk on the northerly side of Columbia Avenue and west of Orange Street; a bus stop relocation on the easterly side of Trautwein Road and north of Van Buren Boulevard; median reconstruction on Van Buren Boulevard at the intersection of Akron Street, and a new concrete bus pad on the northerly side of Pierce Street and west of La Sierra Avenue.

2-1.2 Examination of Site of Work, Proposal Forms, Plans and Specifications. The bidder is required to carefully examine the site of work, Proposal Forms, Plans and Specifications for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and

quantities of work to be performed and materials to be furnished, and as to the requirements of all the Contract Documents.

2-1.2.1 Contractor Customer Service Standards. The Contractor shall at all times represent the City in a professional, friendly, efficient and cost-effective manner, and will be required to comply with the requirements of the enclosed City of Riverside Contractor Service Standards Acknowledgment, which is hereby made a part of these Special Provisions.

2-1.3 Addenda. Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged by signing each addendum, which will be made part of the contract. Failure to acknowledge an addendum will automatically deem your bid non-responsive. Addenda notifications will be provided to those subscribed to the Electronic Bidder's List via email.

2-1.4 Proposal Information and Submittal. All prospective bidders submitting a bid package must be subscribed to the Electronic Bidder's List for that bid. If the bidder is not listed on the Electronic Bidder's List by subscribing at www.riversideca.gov/bids then the bid package will be declared non-responsive and given no further consideration. Additionally, the bid package must be submitted using the same company name as used to subscribe to the Bid on the Electronic Bidder's List.

All **bid line items** must be submitted electronically through the bidding website, no hard copy bid line items will be accepted. Failure to submit bid line items electronically will immediately cause a bid to be deemed non-responsive. Additional information and required bid documents must be submitted via hard copy only.

2-1.4.1 Proposal Forms and Submittal. Subcontractor information and any necessary additional information must be submitted on the forms provided. All required documents such as the Non-Collusion Declaration and the Standards Acknowledgment and any bid security must be supplied as signed originals. Please note that, **with the exception of bid line items**, all bid documents are accepted in hard copy only. Bid line items must be submitted electronically through the bidding website prior to the bid due date/time. Additional bid documents may be submitted by mail or in person but must be time stamped by the Purchasing office before the due date/time. **NO HARD COPY LINE ITEMS WILL BE ACCEPTED.** All packages must be addressed as follows:

Bidder's Name & Address

City of Riverside Purchasing Dept.
Attn: Art Torres (**Bid No. 7436**)
3900 Main Street
Riverside CA 92522

Bid No.: 7436
Due: September 15, 2016
Before: 02:00 PM
Project: 2016/2017 MISCELLANEOUS STREET IMPROVEMENTS AT VARIOUS LOCATIONS

Proposals not received and time stamped at the Purchasing Office prior to the hour and the date set forth in the Notice Inviting Bids shall be declared late and non-responsive. The bidder shall have sole

responsibility for its timely delivery.

Interpretations/communications

Any questions, interpretations, or clarifications, either administrative or technical, about this Bid must be requested by electronic mail and delivered to **Tsang Huang, Project Manager, at THuang@riversideca.gov**. All written questions will be answered by electronic mail and will be forwarded to Proposers identified as “Prospective Bidders” on the City’s website. The final day to submit questions shall be **72 hours** prior to bid opening date.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the Bid that will be posted on the City’s website. Any and all such interpretations and any supplemental instructions will be in the form of electronic addenda e-mailed to prospective Bidders appearing on the Bidder’s List not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his or her Bid as submitted. All addenda so issued shall become part of the Contract Documents.

2-1.4.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day’s work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

Registration can be accomplished through the DIR website by using this link:

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

2-1.5 Proposal Guaranty. Prior to the proposal submission deadline, bidders must submit an original bid bond executed by a corporate surety admitted to engage in such business in the State of

California, with an A:7 rating, for an amount equal to at least ten percent of the amount of its proposal. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The bidder shall have sole responsibility for the timely delivery of its proposal guarantee. If a bid bond will not be submitted, the City will accept a cashier's or certified check made payable to the City of Riverside—said check must be delivered to the Purchasing Services Manager (6th floor) at 3900 Main Street, Riverside CA 92522 prior to the submission deadline. Late checks will not be accepted.

2-1.6 Withdrawal of Proposals. Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids. The timely withdrawal of a proposal shall not prejudice the right of a bidder to file a revised proposal.

2-1.7 Disqualification of Bidders. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered.

If there is a reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the Contract. In order to comply with Public Contract Code Section 7106 the Contractor shall certify to non-collusion when submitting the bid. The proposal provides this declaration, which must be completed and signed.

Proposals in which the prices are obviously unbalanced may be rejected. If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactory the proposal may be rejected.

2-1.7.1 Contractor's License. The work requires an "A", "C-8" or "C-12" license.

Bidders must be properly licensed to perform the work of the project at the time they submit bid proposals in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractor's License Board and in good standing with the Board. Proof of such license shall be provided as required by Business and Professions Code Section 7031.5. Failure to be so licensed shall result in rejection of the proposal as non-responsive.

2-1.8 Rejection of Proposals. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any kind; however, the City reserves the right to waive irregularities. The City also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by bidders in preparing their proposals.

2-1.9 Award of Contract. The Contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within **ninety (90)** days after the opening of the proposals.

Prior to the award of the Contract, if requested, the Contractor shall submit to the City a financial statement and resume of previous work of a similar nature.

The Contract, if awarded, will be awarded to the Lowest Responsible Bidder. All Bids will be compared to each other and to the Engineer's Estimate. The award of the Contract will be made by City Council at a scheduled meeting.

2-1.10 Execution of Contract Agreement. The Contract Agreement (a sample of which is attached to these Special Provisions) shall be signed by the successful bidder and returned, together with the Contract Bonds and insurance, within fifteen (15) calendar days from the date the City mails, or by other means delivers, the Contract Documents to the successful bidder. No Contract shall be binding upon the City until the Documents are fully executed by the Contractor and the City.

Failure to execute and return the Contract Agreement and acceptable bonds and insurance as provided herein within the above-specified time limit may be just cause for the City to rescind the award and forfeit the proposal guaranty.

2-1.11 Return of Proposal Guaranties. Within ten (10) days after the award of the Contract, the City Clerk will return all the proposal guaranties accompanying the proposals which are not to be further considered in making the award. All other proposal guaranties will be held until the Contract Documents have been fully executed, after which all proposal guaranties, except those forfeited, will be returned to the respective bidders.

2-1.12 Bid Protest Procedures. Protestant may file a written protest with the City's Purchasing Services Manager no more than five calendar days following the posting of bid results on the City's website. The written protest must set forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to this procedure shall be rejected as invalid.

The Purchasing Services Manager shall review the merits and timeliness of the protest and issue a written decision to the Protestant within 7 calendar days of receipt of the protest. The decision of the Purchasing Services Manager may be appealed to the CFO.

The Protestant may appeal the decision of the Purchasing Services Manager to the CFO by filing a letter of appeal within 10 calendar days of the date of the Purchasing Services Manager's decision. The letter of appeal should be addressed to CFO and shall set forth, in detail, all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by competent, admissible and credible evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to this procedure shall be rejected as invalid.

The CFO shall review the merits and timeliness of the letter of appeal and issue a written decision to the Protestant within 14 calendar days of receipt of the letter of appeal. The decision of the CFO is final. However, this decision is reviewable under California Code of Civil Procedure Section 1094.5 et seq. The time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094.6 or as such section may be amended from time to time.

The Protestant may appeal the decision of the Assistant City Manager/CFO to the appropriate federal agency in accordance with its established appeal procedures when the subject project is federally funded.

2-2 ASSIGNMENT

2-2.1 Contractor Indebtedness. Indebtedness incurred for any cause in connection with this work must be paid by the Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract. The Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

2-3 SUBCONTRACTS

2-3.2 Self Performance. The following Bid Items have been designated as "**Specialty Items**" and will be designated on the Electronic Bid Proposal as all Bid Items followed with "**(S)**":

a) Traffic Improvement Items

2-3.4 Prompt Payment to Contractors.

The prime Contractor shall pay each subcontractor under the prime contract for satisfactory performance of its contract no later than Seven (7) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

2-4 CONTRACT BONDS

Performance and Payment Bonds are required. The amount of each Bond shall be 100% of the Contract Price. See Section 2-4 of the Standard Specifications for other details.

Listing of bonding companies in U.S. Department of Treasury Circular 570 is not required, but the corporate surety must be authorized to issue the bonds in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger. For information to bidders, attached to these Special Provisions are forms for Performance Bond and Payment Bond. These forms, in lieu of bonding company forms, must be used. The forms will be delivered to the Contractor with the Contract Agreement.

Each bond which is subscribed by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company.

2-5 PLANS AND SPECIFICATIONS

2-5.1.1 Standard Specifications. The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2012 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein. Said Standard Specifications shall not apply to Section 314 (in Part 3), and Part 7 of these Special Provisions. The work performed under Section 314 (in Part 3), and Part 7 of these Special Provisions shall be done in accordance with the State Standard Specifications and the State Standard Plans.

Where reference is made to the “Standard Plans”, the City of Riverside “Standard Drawings for Construction” shall apply.

Where reference is made to the “State Standard Specifications”, the 2006 Edition of the State of California, Department of Transportation STANDARD SPECIFICATIONS shall apply. Where reference is made to the “State Standard Plans”, the State of California, Department of Transportation STANDARD PLANS dated 2006 shall apply.

2-5.3.2 Working Drawings. Working drawings, when required, need not be reproducible unless specified herein. A minimum of four copies shall be submitted for approval by the Engineer.

2-5.3.3 Shop Drawings. Shop drawings, when required, need not be reproducible unless specified herein. A minimum of four copies shall be submitted for approval by the Engineer.

2-8.1 Rights of Entry. Rights of Entry and Temporary Construction Agreement are required to construct driveway matchup at 3859 Ridge Road. Contractor shall confirm with the Engineer prior to any disturbance of private improvements indicated on the Plans.

2-9 SURVEYING

2-9.2 Survey Service. The expense to the Contractor for the replacement of survey stakes shall be at the rate of \$200 per hour including travel time.

The minimum notice to be given by the Contractor to the Engineer for scheduling construction staking is 4 working days. If more time is necessary, it will be determined during the preconstruction conference.

All grade sheets will be issued by the Engineer at Engineer's office at 3900 Main Street, Riverside, California.

The Contractor shall be responsible for preserving all survey monumentation during the construction phase. If any monumentation will be disturbed or destroyed due to the construction, it will be the Contractor's responsibility to notify the Engineer two working days in advance so that the monument(s) may be tied out and their original positions reestablished by the City Surveyor to perpetuate the controlling monumentation.

2-11 INSPECTION

2-11.1 Inspection Scheduling. Inspection will be provided based on regular eight-hour working days, Monday through Friday, excluding City holidays, generally from 7:00 AM to 3:30 PM (including 30 minutes for lunch). When the Contractor's operations or public safety requires inspection beyond the regular eight-hour working days, the cost of the additional inspection shall be borne by the Contractor and shall be deducted from any payments due the Contractor.

If and when the Contractor wishes to perform any work which would require inspection beyond the regular eight-hour working days, the Contractor shall submit a written request to the Engineer no less than two working days before the planned start of such work.

2-11.2 City Holidays. City holidays will be observed on the following days and no work shall be completed by the Contractor unless prior written approval from the City Engineer:

January 1st	New Years Day
Third Monday in January	Martin Luther King Jr's Birthday
Third Monday in February	President's Day
Last Monday In May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
The day following Thanksgiving Day	
December 25	Christmas Day

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

The Contractor shall provide Riverside Public Utilities Inspectors a minimum of two working days of notification for inspections.

SECTION 3 CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

3-2.2 Contract Unit Prices.

Sections 3-2.2.2 and 3-2.2.3 of the Standard Specifications are hereby revised only for the bid Items listed below:

- a) Removal of Unsuitable AC, Base, and/or Subgrade Material
- b) Replacement Base for Unsuitable AC, Base, and/or Subgrade
- c) Replacement DGAC for Unsuitable AC, Base, and/or Subgrade

3-2.2.1.1 General. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, vary from the Bid quantity, no adjustment to the payment will be made per 3-2.2.2 or 3-2.2.3 of the Standard Specifications. The bid item will be utilized on an as needed basis and at the discretion of Engineer.

3-3 EXTRA WORK

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the City will pay for the extra work as provided in Subsections 3-3.2.2 and 3-3.2.3 as amended herein. The labor, materials and equipment used in the performance of such work shall be subject to the approval of the Engineer.

3-3.2.2 Basis for Establishing Costs.

(a) **Labor.** The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be based upon the actual paid wages plus a labor surcharge as specified herein.

Labor Surcharge - To the actual wages, as defined above, will be added a labor surcharge as set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date the work is performed. At the printing of these Special Provisions, the labor surcharge is **12%** for straight time and **12%** for overtime work.

(b) Materials. Not amended.

(c) Tool and Equipment Rental. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. These rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments,

repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed.

Payment for the cost of labor will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by such an agreement.

Copies of the "Labor Surcharge and Equipment Rental Rates" publication are available online at:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>

(d) Other Items. Not amended.

(e) Invoices. Submission of an invoice under this sub-section (e) does not entitle contractor to any additional compensation beyond that set forth in the Labor Surcharge and Equipment Rental Rates in effect on the date the work is performed.

3-3.2.3 Markup.

(a) Work by Contractor. A markup of 15 percent shall be added to the Contractor's costs for labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits. In addition to this markup, 1 percent shall be added to the Contractor's costs as compensation for bonding.

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) of these Special Provisions shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An additional 3 percent markup shall be added to the final Subcontractor's cost, which constitutes reimbursement for all the Contractor's administrative costs, including overhead.

3-3.3.1 Daily Reports for Extra Work. The daily report specified in Section 3-3.3 of the Standard Specifications shall include only that work which is included in the Contractor's claim for extra work.

3-4 CHANGED CONDITIONS. Section 7104 of the Public Contract Code requires the following provisions for any project, which involves digging trenches or other excavations that extend deeper than four feet below the surface. These following provisions are hereby extended to apply to all public works projects:

a) The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law;

2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

b) In response to the Contractor's written notice, the Engineer shall promptly investigate the conditions, and if the Engineer finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the 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 the Contract.

c) In the event that a dispute arises between the Engineer and the Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

3-5 DISPUTED WORK

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the Director as "extra work", the Contractor shall notify the Director in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Director is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the Director has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Director. If the Director determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the Director determines that the claim is not well founded, it shall be disallowed and not paid.

3-6 UNAUTHORIZED WORK

Work done beyond the lines and grades shown on the Plans, work done in the absence or without the knowledge of the Director or any alleged extra work done without the City's written authorization, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the City. The Contractor may be required to remove such unauthorized work at no expense to the City, as determined by the Director.

3-7 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation or extension of time unless the Contractor has given the Engineer a written Notice of Potential Claim as required herein. Compliance with this Section 3-7 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 6-7, "Time of Completion," or the notice provisions in Section 3-4, "Changed Conditions," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

Contractor shall submit the written Notice of Potential Claim to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation and/or time.

Contractor's written Notice of Potential Claim shall be submitted on the appropriate form furnished by the City, and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. A copy of the Notice of Potential Claim form is contained in these Special Provisions. The notice shall set forth the justification for the additional compensation, as well as a breakdown of the estimated costs. Within 15 calendar days of completing the affected work, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of the Notice of Potential Claim.

The intention of this section is to bring differences between the parties to the attention of the Engineer as early as possible, in order to expedite resolution. Contractor waives its right to any additional compensation and/or extension of time for any claim not submitted in accordance with this section.

Upon request by City, Contractor shall make available for inspection and copying, any and all documents or records in Contractor's possession which pertain to the potential claim.

This provision does not relieve Contractor of the requirement to present a statutory claim in accordance with California Government Code sections 905 and 910, and Public Contract Code Section 20104.

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General.

4-1.1.1 Suppliers Sources. The Contractor shall notify the Engineer in writing within 5 days after City approval of the Contract of the proposed suppliers and sources for material to be incorporated into the project.

4-1.4.1 Materials and Conditions to be Tested. The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

The City may perform quality assurance testing at the discretion of the Engineer. The Contractor shall provide reasonable access and time to the Engineer to perform quality assurance testing. The cost of retesting any portion of the work or materials, which have failed the initial quality assurance test taken by the City, shall be borne by the Contractor.

4-1.6 Trade Names or Equal. The Contractor may offer any material, process, or equipment considered to be equivalent to that indicated in the Contract Documents. The substantiation of offers shall be submitted prior to award of Contract.

After bid opening, Bidders being further considered shall submit all substitution proposals fully documented for consideration by the Engineer within five (5) working days after bid opening. Submittal of substitution proposals more than five (5) working days after bid opening may be grounds for rejection of the proposal on the basis of late submission, at the discretion of the Engineer. Bidders being further considered shall also submit catalog cuts and specification information on the materials and/or equipment as specified for the Contract. Documentation shall be sufficient to allow for a thorough comparative check of the proposed substitution versus the specified item. It shall be the Bidder's responsibility to show all products proposed for substitution are equal to the items specified.

Proposed substitutions will not be evaluated until after award of Contract. Award of the Contract and Bidders' bids are to be based on items as specified. Within thirty-five (35) calendar days following contract award, City will evaluate the proposed substitutions and shall advise Contractor whether such substitution is approved or not.

SECTION 5 UTILITIES

5-1 LOCATION

5-1.1 Utility Marking/Coordination. The Public Works Department will not issue a construction permit as referenced in Section 7-5.1 of these Special Provisions for any work involving excavation for underground facilities unless the applicant has been provided an inquiry identification number by Underground Service Alert of Southern California.

The Contractor shall tie-out the location of any utility facility with a minimum of two reference points prior to paving and shall mark its location on the street with paint after paving. Payment for tie-out work shall be included in the unit prices for paving.

SECTION 6 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

6-1.1.1 Construction Schedule. The Contractor shall submit a construction schedule to the Engineer at the preconstruction conference.

During the construction the Contractor shall review and update the schedule weekly. Rescheduling any work under this Contract shall not be permitted to allow the Contractor the ability to accommodate another contract, even with the City.

6-1.2.1 Commencement of Work. The contract time shall commence on the date specified in the Notice to Proceed.

6-3 SUSPENSION OF THE WORK

6-3.3 Stage III Smog Episode. No work shall be done on a day for which a Stage III smog episode is forecast as defined by the Air Quality Management District (AQMD). The Contractor will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted. When AQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

6-7 TIME OF COMPLETION

6-7.1.1 Specified Contract Time. The Contractor shall complete the work within **Twenty Five (25)** working days after the commencement date specified in the Notice to Proceed.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

When, in the judgment of the Public Works Director, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Director may accept the work as complete. Upon acceptance of the work, the Director will notify the City Clerk and the City Attorney of the completion thereof, and the City Clerk will file a Notice of Completion with the County Recorder. The date of the Director's acceptance of the work will be the date when the Contractor is relieved from responsibility to protect and maintain the work. The warranty period of the Work shall commence on the date the Notice of Completion is filed with the County Recorder.

6-9 LIQUIDATED DAMAGES. The following Liquidated Damages are applicable to the completion of this project. All liquidated damages indicated shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur:

1. Liquidated damages shall be assessed in the amount of **\$2,000 per calendar day** that exceeds the number of working days designated for this Contract under Section 6-7, Time of Completion.
2. Additional liquidated damages shall be assessed in the amount of **\$1,000 per incident** that the Contractor reduces the traveled way width and/or closes a street and/or stores construction equipment within public street and right of way and/or delivers/removes any equipment or material to/from the Construction Yard or work area beyond the hours specified in Section 7-10.1 of these Special Provisions.
3. Additional liquidated damages shall be assessed in the amount of **\$500 per incident** that the Contractor fails to install the Best Management Practices (BMP's) within twenty-four (24) hours of notification as described in Section 7.8.6.5 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.2.1 Prevailing Wages/Certified Payrolls. A schedule of prevailing wage rates as published by the California Department of Industrial Relations for the types of work to be done under these Special Provisions is on file in the office of the City Clerk, City Hall, 3900 Main Street, Riverside, which schedule is open for inspection to any interested party on request. The Contractor and all subcontractors shall pay not less than these rates. The Contractor shall submit weekly certified payrolls of all workers employed on this project.

If the Contractor has not submitted satisfactory payrolls for the period during which the work included in the Contractor's payment request was performed, the City will retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) from that payment. This retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory

payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any work period will be released for payment only after all the satisfactory payrolls for which the retention was made are submitted. Payment of the retention will be made on the next monthly payment due the contractor after the satisfactory payrolls are received by the City.

The possibility of wage increases is one of the elements to be considered by the Contractor in determining Contractor's bid. No additional compensations will be made for any increases in prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of construction change order(s) or delayed by the City beyond the specified days in the Time of Completion, reimbursements may be made for increases in prevailing wage rates, but only for the working days beyond that stipulated in Section 6-7.

7-3 LIABILITY INSURANCE

7-3.1 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract, such commercial general, automobile, and professional liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any Subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance to the Public Works Department verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.
- c. Provide Additional Insured Endorsement. Prior to the City's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the Public Works Department. Contractor must use the attached Additional Insured Endorsement form provided by the City, or one that is substantially similar to and approved by the City Attorney [i.e. ISO CG 2010 (11/85)].

7-3.2 Proper Insurance Company. All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger.

7-3.3 Coverage. Coverage shall be at least as broad as the following:

- a. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
 - i. Manufacturers and Contractors liability,

- ii. Broad form property damage in any case where the Contractor has any property belonging to the City in the Contractor's care, custody, or control,
 - iii. Owners and Contractors' protective liability,
 - iv. Blanket contractual liability,
 - v. Products and completed operations coverage, and
 - vi. Coverage for collapse, explosion, and excavation.
- b. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
- i. Coverage for owned, non-owned, and hired automobiles

7-3.4 Limits. The Contractor shall maintain limits no less than the following:

- a. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage, unless otherwise authorized by the City's Risk Manager, or his designee.

If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the City) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

- b. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident, unless otherwise authorized by the City's Risk Manager, or his designee.
- c. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.
- d. Builder's Risk/Installation Floater Insurance. Contractor acknowledges that the City retains its own builder's risk policy. Unless otherwise set forth in the special provisions, Contractor shall obtain their own builder's risk insurance. In any event, should an event occur that is caused by the negligence or willful misconduct of the Contractor or its agents, employees, subcontractors, hiree's or invitees, in which City must make a claim under its builder's risk policy, Contractor shall be responsible for the City's deductible.

7-3.5 Required Provisions.

- a. Policies shall include premises/operations, products, completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.

- b. The policy shall be endorsed to waive any right of subrogation against the City, and its Subconsultants, employees, officers, agents and directors for work performed under this Contract.
- c. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside.
- d. The policy shall include the following provision:

“Solely as respects WORK done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers, employees and agents are added as additional insured under this policy.”
- e. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.

7-3.6 Expiration, Cancellation or Material Change. The policies shall not be canceled unless thirty (30) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

7-3.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the City of Riverside. The City reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

7-4 WORKERS' COMPENSATION / EMPLOYER'S LIABILITY INSURANCE

7-4.1 General. The Contractor and all subcontractors shall insure (or be self-insured), under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

7-4.2 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to City's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract such workers' compensation and/or employer's liability insurance.
- b. Provide Certificates of Insurance. Prior to the City's execution of the Agreement, Contractor shall submit an original certificate of insurance, or self-insurance, to the Public Works Department verifying that Workers' Compensation insurance is in effect in the required limits with the required provisions as stated below, or that Contractor is self-insured for such coverage.

If Contractor has no employees, a certified statement to that effect shall be submitted to the Public Works Department, acknowledging that if Contractor does employ any person a certificate of insurance shall be submitted as provided in this section.

- c. Workers' Compensation Certification. Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification, contained in the Contract Documents, with the City Attorney.

7-4.3 Proper Insurance Company. All worker's compensation/employer's liability insurance shall be issued by an insurance company or companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class VII or larger.

7-4.4 Limits. Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

7-4.5 Required Provisions.

- a. The policy shall be endorsed to waive any right of subrogation against the City, and its Subconsultants, employees, officers, agents and directors for work performed under this Contract.

7-4.6 Expiration, Cancellation or Material Change. The policy shall not be canceled unless ten (10) days prior written notification of intended expiration, cancellation or material change has been given to the City of Riverside by certified or registered mail.

7-5 PERMITS

7-5.1 City Construction Permit. No work shall be started within the street right-of-way or on City property until the Contractor has obtained a construction permit from the Public Works Department.

7-5.2 Local Licenses. The Contractor shall obtain and pay for all licenses necessitated by the Contractor's operations. Prior to starting any work, the Contractor shall be required to have a City of Riverside Business Tax Registration valid for the life of the Contract; subcontractors shall also have Business Tax Registrations valid for the time they are engaged in the work.

7-6 THE CONTRACTOR'S REPRESENTATIVE

The superintendent is required to attend the Preconstruction Conference.

The City may suspend the work if a superintendent is not present during construction.

The superintendent will be required to meet with the Engineer on a daily basis. The purpose of these daily meetings is to ensure adequate coordination and discussion between the Engineer and Contractor during construction. Arrangements for the daily meeting will be discussed at the Preconstruction Conference.

7-8 WORK SITE MAINTENANCE

7-8.1.1 General. The generation of dust shall be controlled as required by the Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 25 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Engineer.

7-8.4.2 Storage in Public Streets and Right-of-Way. Construction equipment and materials shall not be stored in public streets and right-of-way. If the Contractor does not adhere to this requirement, the Contractor shall be subject to liquidated damages **as described in Section 6-9 of these Special Provisions.**

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets and right-of-way unless otherwise specified in these Special provisions or approved by the Engineer. Immediately after placing backfill, all excess material shall be moved from the Work site.

7-8.4.3 Storage of Equipment and Material on Private Property. If the Contractor wishes to use private property as a Construction Yard, then prior to any staging, storing, or parking of any Contract equipment and/or materials on said private property, the Contractor shall comply with the following requirements:

- a. The Contractor must provide the Engineer a site map for review indicating the proposed location of the Construction Yard;
- b. The location of the Construction Yard must be approved by the Engineer and written approval must be provided to the Contractor by the Engineer;
- c. The Contractor shall submit to the Engineer a copy of the written agreement with the legal owner of the affected property to be used as a Construction Yard;
- d. Within the Construction Yard itself, the Contractor must comply with the Best Management Practices for storm water protection as required by the Contract documents and current Public Works Standard Drawings for construction.
- e. The Contractor shall also not deliver or remove any equipment or material outside the Contract construction hours specified. If the Contractor does not adhere to this requirement, the Contractor shall be subject to liquidated damages **as described in Section 6-9 of these Special Provisions.**

7-8.6 Water Pollution Control.

7-8.6.2.1 Best Management Practices. The Contractor must follow and implement the Best Management Practices (BMPs) required by the attachment to these Special Provisions titled "Best Management Practices for Typical Construction Activities".

Contractor shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Engineer.

7-8.6.5 Payment. The Contractor's cost of implementing the required BMP's for all project activities shall be included in the associated bid item for "Water Pollution Control".

Any BMP required to protect storm water quality shall be installed within 24 hours of the time Contractor is notified by the Engineer or regulatory agencies to install such BMP's. Each 24 hour period elapsed without installation of the required BMP's by the Contractor will be considered an incident. Failure of the Contractor to meet the 24 hour period for installing the required BMP's may cause damages to the City and the Contractor shall be assessed additional liquidated damages **as described in Section 6-9 of these Special Provisions.**

7-8.7.1 Drainage Control. Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the City prior to the completion and acceptance of the work.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Access. The Contractor shall provide traffic control and schedule the construction work based on the following criteria and constraints:

1. No reduction of the traveled way width shall be permitted before **7:00 a.m.** nor after **3:30 p.m.** on any street unless prior approval in writing is obtained from the Director of Public Works. During operations that require lane reduction, the Contractor shall provide and maintain two twelve-foot-wide lanes to provide one thru lane in each direction at all times. The Contractor shall also not store construction equipment within any public streets and right of way outside the previously specified hours. The Contractor shall also not deliver/remove any equipment or material to/from the Construction Yard or work area outside the previously specified hours. Failure of the Contractor to maintain these requirements will result in damages sustained by the City and assessed **as described in Section 6-9 of these Special Provisions**
2. Access to all properties shall be maintained at all times and not impact their daily operations. If necessary, the Contractor shall construct driveways in phases or in a manner to ensure no disruption to accessibility, including installing steel plating if necessary.
3. The Contractor shall provide traffic control for the protection of the City survey crew while providing construction staking services within grading areas for the project.
4. The Contractor shall provide and maintain traffic control during all construction activities in accordance with the Work Area Traffic Control Manual Handbook (WATCH). If the Contractor cannot provide and maintain traffic control as required, then the Engineer may direct the Contractor to provide, maintain, and update a full traffic control plan as described in Section 7-10.2.2 of these Special Provisions, with no additional compensation.

5. The Contractor shall be responsible to obtain all replacement gate valve, pull box, and/or water meter boxes when directed by the Engineer **as described in Sections 301-1.7.1 and 303-5.9 of these Special Provisions.**
6. At all Bus Pad locations, continuous lane closures (not to exceed 3 continuous working days) will be permitted Monday through Friday. Work will be permitted between the normal working hours specified for those days. Bus Pads shall be excavated, rebar shall be installed, concrete shall be poured utilizing “High Early Strength” concrete as specified in Section 201-1.1.4.1, and traffic shall be returned to its normal traffic circulation within 3 consecutive working days of the commencement of excavation activities. Consecutive working days will not be permitted to extend over a weekend.
7. The Contractor is required pave the roadway after the commencement of Cold Milling (Types CM2 and CM3) work; pour concrete after the commencement of excavation work for all new sidewalks, driveways, driveway match-ups, pedestrian ramps, and/or curb and gutter; and/or complete the asphalt repair for the open slots within the allotted time requirements **as described in associated sections within Part 3 of these Special Provisions.** Failure of the Contractor to adhere to these time requirements will result in damages sustained by the City **as specified in Section 6-9 of these Special Provisions.**
8. The Contractor shall install, maintain, and relocate as necessary three (3) portable changeable message signs two weeks prior to commencement of construction **as described in Section 7-10.6.1 of these Special Provisions.** Final locations shall be approved by the Engineer prior to installation, however the signs shall be generally placed prior to the project limits facing the direction of vehicular travel at the following locations:
 - a. Van Buren Boulevard (EB Direction) - East of Dauchy Avenue
 - b. Van Buren Boulevard (WB Direction) - West of Prairie Way
 - c. Columbia Avenue (WB Direction) - West of Edelweiss Avenue

7-10.1.1.2 Pedestrian Access. The Contractor shall provide and maintain a minimum 5-foot-wide path for pedestrian traffic through the construction site. If a path through the construction site and within street right of way is not possible, the Contractor shall lay out and maintain a safe and direct pedestrian path around the construction site within the public right of way. The pedestrian path shall be approved by the Engineer.

7-10.2.2 Traffic Control Plan (TCP).

7-10.2.2.1 General. If required by the Engineer, the Contractor shall prepare and maintain a traffic control plan. If required by the Engineer, the Contractor shall prepare and maintain a traffic control plan with no additional compensation. The plan shall be prepared, stamped and signed by either a licensed Traffic Engineer or a Civil Engineer. The preparation of the plan shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the State Standard Specifications. The plan(s) shall be to scale, typically 1”=40’ or 1”=50’ and shall follow Caltrans

Plan Preparation Manual, latest edition. The plan shall reflect existing signing and striping, curbs, lane widths, raised medians, etc. The Contractor, at the pre-construction meeting, shall submit two full size bond plan sets for review. Work shall not commence without an approved traffic control plan.

7-10.2.2.2 Payment. Payment for “Traffic Control and Access” shall be made at the Contract lump sum price and shall include, but not be limited to, the preparation, printing, maintenance and required updates of the traffic control plan along with the installation, maintenance, and removal of all required traffic control items, including all signing, posting, lane delineation, message boards, barriers, trench plates and flaggers required to complete the project. Payment shall also include the cost to furnish and install any item **as described in Section 7.-10.1 through 7-10.2.2.1 of these Special Provisions unless specifically included in a separate bid item.**

7-10.2.3 Street Closures, Detours, Barricades. For convenience to the Contractor to comply with the other provisions of this section, the following telephone numbers are listed:

Police Department.....	(951) 826-5700
Fire Department	(951) 826-5321
Traffic Engineering Division	(951) 826-5366
Traffic Signal Maintenance	(951) 351-6096
Street Light Repair	(951) 351-6005
City Electric, Water (After hours)	(951) 687-0791
American Medical Response Ambulance Service.....	(951) 684-5520
RTA.....	(951) 684-0850
Street Superintendent.....	(951) 351-6127
Riverside Schools.....	(951) 788-7134
Alvord Schools.....	(951) 351-9325
Special Services Transportation.....	(951) 687-8080
AT&T (Emergency).....	(951) 811-2121
Gas Company (Emergency).....	800-427-2200
Gage Canal Office.....	(951) 780-1333
Verizon Wireless (24-7 Repairs)	800-483-2000
Sherman Indian High School.....	(951) 276-6325

The Contractor is not relieved of the responsibility of notifying the various departments and agencies, if these telephone numbers are changed.

The Contractor will not be permitted to close any road without prior written permission from the Public Works Director. The Contractor will be required to submit for approval a "Road Closure and Traffic Control Plan" that has been prepared by either a licensed Traffic or Civil Engineer. If a full closure is required, submittal of the plan shall be at least five (5) working days prior to the start of work. Partial traffic control plan shall be submitted at least two (2) working days prior to the start of work. The plan shall indicate the location and type of signs and barricades to be utilized. The adequacy of the signing shall be determined by the Engineer. Prior to preparation of the Plan, the Contractor is advised to discuss the proposed Plan with the Engineer. If the Contractor closes a street without written approval liquidated damages shall be assessed **as described per Section 6-9 of these Special Provisions.**

No work (except for emergencies) that requires lane closures shall be allowed on the day before a City Holiday unless specifically approved by the Public Works Director in advance.

The Contractor shall notify the Inspector 48 hours prior to any change in the approved Traffic Control Plan. In case of a full closure, the Contractor shall provide barricades and reflectorized "Road Closed to Through Traffic" signs at the intersections immediately in advance of all such closures at all such closures, at entrances to the closures, and at all detour route signing. Detour signs shall be posted on wood or metal posts. Signs shall not be posted on any tree, utility pole or traffic signs.

Construction signs, barricades, and their applications shall conform with the most current issues of the State of California Business and Transportation Agency, Department of Transportation, Division of Operations "Uniform Sign Chart" and the "Manual of Traffic Controls" for Construction and Maintenance Work Zones.

7-10.4.6 Public Safety During Non-Working Hours. Public safety at or in the affected vicinity of the jobsite is the Contractor's responsibility at all times. If, in the absence of the Contractor, the Engineer determines that an unsafe condition exists at or in the affected vicinity of the jobsite, the Engineer will endeavor to notify the Contractor to correct the unsafe condition. However, the Engineer reserves the right to direct City forces to perform any functions Engineer may deem necessary to ensure public safety. If such procedure is implemented the Contractor will bear all expenses incurred by the City. In all cases the judgment of the Engineer shall be final in determining whether or not an unsafe situation exists.

7-10.6 Public Notification of Construction. The construction schedule required under Section 6-1.1 of these Special Provisions shall allow ample "on-street" parking for affected people, within a reasonable distance from their homes and businesses. Requests for changes to the schedule shall be submitted by the Contractor to the Engineer at least 48 hours prior to the scheduled operation to be changed.

The Contractor shall provide a construction advisory letter, subject to the approval of the City Engineer, to all affected residences and businesses adjacent to the work site a minimum of 7 days and maximum of 14 days prior to construction in each area of the project (see sample letter included in Part 10 of these Special Provisions). The letter shall indicate the duration of the proposed construction and state if alternate parking arrangements will be necessary. Projects that have multiple locations shall have a separate letter for each location and distribution for each area shall be **7 to 14 days prior to** construction beginning in the area. The City Inspector shall be notified 48 hours in advance of letter distribution and shall be on site during distribution of letter (**Letters shall not be placed in mailboxes**).

In addition, the Contractor shall provide another construction advisory letter, subject to the approval of the Engineer, to all affected residences and businesses adjacent to the work site a minimum of 48 hours prior to construction on each street. The letter shall indicate the duration of the proposed construction and also state if alternate parking arrangements will be necessary.

"Temporary No Parking Signs" shall be posted for a continuous 48 hour period in advance of the work. These signs shall read "Temporary Tow-Away Zone, No Parking, RMC 10.12.080(b), (c); CVC 22651 (l), (n)". A sample will be provided at the Preconstruction Conference. The signs shall be placed no more than 100 feet apart on each side of the street and at shorter intervals if conditions warrant. The

Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. All signs shall be removed within 24 hours after the effective date. If the date of closure is changed, the Contractor will be responsible for reposting the signs in accordance with the above requirements.

7-10.6.1 Portable Changeable Message Signs.

Summary

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs. Signs shall be installed 2 weeks prior to commencement of construction. When no longer required on the project, the portable changeable message signs shall remain the property of the Contractor.

The signs shall comply with Section 12-3.12 "Portable Changeable Message Signs," of the State Standard Specifications.

Definitions

Useable shoulder area: Paved or unpaved contiguous surface adjacent to the traveled way with:

1. Sufficient weight bearing capacity to support portable changeable message sign
2. Slope not greater than 6:1 (horizontal:vertical)

Submittals

Upon request, submit a Certificate of Compliance for each portable changeable message sign under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Quality Control and Assurance

The signs shall comply with the manufacturer's operating instructions for portable changeable message sign.

Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. You may use more than 1 portable changeable message sign to meet this requirement.

Only display the message shown on the plans or ordered by the Engineer or specified in these special provisions.

Materials

Portable changeable message sign must have 24-hour timer control or remote control capability.

The text of the message displayed on portable changeable message sign must not scroll, or travel horizontally or vertically across the face of the message panel.

Construction

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase.

If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way.

You or your representative must be available by cell phone for operations that require portable changeable message signs. Give the Engineer your cell phone number. When the Engineer contacts you, immediately comply with the Engineer's request to modify the displayed message.

Place portable changeable message sign as far from the traveled way as practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Remove portable changeable message sign when not in use.

Measurement and Payment

Full compensation for portable changeable message signs, including furnishing, placing, operating, modifying messages, maintaining, transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs is included in the contract lump sum price paid for traffic control and no separate payment will be made.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

Facilities for City personnel will not be required.

SECTION 9 MEASUREMENT AND PAYMENT

9-2 LUMP SUM WORK

9-2.1 Payment Schedule. The Contractor shall submit a payment schedule for all lump sum bid items. The schedule shall be submitted in accordance with Section 9-2 of the Standard Specifications.

9-3 PAYMENT

9-3.1.1 Payment. Payment for the Various items of the Bid Sheets, as further specified herein shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work specified and shown on the drawings, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefore shall be included in the price named in the Bid Sheet(s) for the various listed items of work.

The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and/or services.

9-3.2 Partial and Final Payment.

From each progress estimate, 5 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid.

9-3.2.1 Final Pay Quantities. When the estimated quantity for a specific portion of the work is designated on the Plans, in these Special Provisions or on the Proposal Forms as a final pay quantity by being marked by an ("F") adjacent to the bid item involving that portion of the work, the estimated quantity for that portion of the work shall be considered the final quantity for which payment will be made, unless the dimensions of that portion of the work are changed on the Plans by the Engineer or that portion of the work is eliminated. If the dimensions of that portion of the work are revised and the revision results in an increase or decrease in the estimated quantity of that portion of the work, the final quantity for payment will be revised in the amount represented by the changes in dimensions. If that portion of the work is eliminated, the final pay quantity designated for that portion of the work will be eliminated.

The estimated quantity for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantity. It shall be the bidder's responsibility to judge, based on the details and dimensions shown on the Plans and observation at the jobsite, the accuracy of the estimated quantity, making adjustments to the bid prices as the bidder feels

necessary. No later allowance or adjustment in payment will be made in the event that any quantity based on subsequent computations or measurements does not equal the estimated final pay quantity.

When portions of an item have been designated on the Plans as final pay quantities, portions not so designated will be measured and paid for in accordance with the applicable provisions of these Special Provisions and the Standard Specifications.

In case of discrepancy between the quantity shown on the Plans as a final pay quantity and the quantity of the same item shown on the Proposal Forms, payment will be based on the quantity shown on the Proposal Forms.

9-3.4 Mobilization.

9-3.4.1 Payment. Payment for mobilization includes cost for preparing and maintaining the construction schedule and any required updates, cost for the construction advisory letter under Section 7-10.6 of these Special Provisions.

9-3.5 Progress Payments. Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- (a) Upon its receipt of Contractor's written payment request, City shall review it as soon as practicable to determine whether it is a proper payment request. If City determines that it is not a proper payment request suitable for payment, City shall return it to Contractor as soon as practicable, but not later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- (b) If City fails to make a progress payment within thirty days after it receives an undisputed and properly submitted payment request from Contractor, City shall pay interest on the correct amount thereof at the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) The number of days available to City to make a payment without incurring an interest obligation thereon shall be reduced by the number of days by which the City exceeds the seven day return requirement of (a) above for return of an improper request.
- (d) A "progress payment" includes all payments due under the Contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by City's financial officer.

9-3.6 Retention Payment. City's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and other provisions of the Contract. City's payment obligations under Section 7107 are summarized herein; by executing the Contract Agreement,

Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

- (a) Within sixty days after the date of completion of the Work, City shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If City disputes any portion of the amount Contractor demands, City will withhold from its payment an amount not exceeding 150% of the disputed amount.
- (b) If City fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty days after the date of completion of the Work, City shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by City, the prevailing party shall be entitled to attorney's fees and costs.
- (c) "Completion" for purposes of this Section means any of the following events:
 - (1) Occupation, beneficial use and enjoyment of the Work by City, excluding testing, startup and commissioning activities, accompanied by Contractor's cessation of labor thereon;
 - (2) Acceptance of the Work by City;
 - (3) Contractor's cessation of labor for a continuous period of 100 days or more due to factors beyond Contractor's control; or
 - (4) Contractor's cessation of labor for a continuous period of 30 days or more if and after City records a notice of cessation of work or notice of completion.

9-4 FINAL PAYMENT AFTER FINAL ACCEPTANCE

After the work has been accepted by the Public Works Director, as provided in Section 6-8 of the Special Provisions, payments will be made to the Contractor subject the following:

The Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor. Within 30 calendar days of receipt of the proposed final estimate, Contractor shall submit written approval of the proposed final estimate, or a written statement of all claims arising under or by virtue of the contract. No claim will be considered that was not included in the written statement of claims, nor for which a Notice of Potential Claim was required, under Section 3-7 of Special Provisions.

Upon Contractor's approval of the proposed final estimate, or if the Contractor fails to file a claim within the specified period, the Engineer will process a request for final payment. City's issuance of a final payment shall bar Contractor's right to any claim arising out of the contract.

If the Contractor files a claim within the specified period, the City will review and make a final

determination of such claim, in accordance with Section 3-5 of the Special Provisions and/or other applicable sections. Claims submitted by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of those claims.

The Contractor is required to track and record all changes made throughout the completion of the project and shall submit a complete red-lined copy of the construction plans to the Engineer for review of those changes indicated. If necessary, the Contractor shall address any comments and resubmit the red-lined plans. Upon approval by the Engineer, the Contractor shall submit 2 hard copies and 1 electronic PDF copy of the final approved red-lined plans. A Notice of Completion and/or Final Payment will not be released until the approved red-lined plans are received as described. The cost of the work and materials to provide the approved red-lined construction plans shall be included in the cost for Mobilization.

END OF PART 1.

PART 2 CONSTRUCTION MATERIALS

200-2 UNTREATED BASE MATERIALS

In lieu of crushed aggregate base, the Contractor may use, at Contractor's option, crushed miscellaneous base as per Section 200-2.4 of the Standard Specifications, or processed miscellaneous base as per Section 200-2.5 of the Standard Specifications, or Pulverized Miscellaneous Base as per Section 200-2.8, or Class 2 aggregate base as per Section 26-1.02A of the State Standard Specifications.

When the Plans specify aggregate subbase, the material used shall be select subbase as specified in Section 200-2.6 of the Standard Specifications.

201-1 PORTLAND CEMENT CONCRETE

201-1.1.4.1 Concrete Specified by Compressive Strength. All concrete furnished or used for all Bus Pads, shall be “High Early Strength” Type II/V (ASTM C-150) and shall achieve a compressive strength of 3000 psi @ 24 hours. All concrete shall be mixed and delivered in accordance with ASTM C-94 and the proposed mix shall be submitted to the Engineer for approval.

203-6 ASPHALT CONCRETE

Where dense graded asphalt is being constructed in two layers or more, the Asphalt Concrete pavement for the base course shall be B-PG-64-10. When dense graded asphalt is being constructed in a single layer and for a finishing course or Asphalt Concrete overlay, the Asphalt Concrete pavement shall be C2-PG-64-10.

END OF PART 2.

PART 3 CONSTRUCTION METHODS

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials. Clearing and grubbing shall be performed wherever construction is to be performed. Clearing and grubbing includes removal and disposal of all above-ground material including, but not limited to, abandonment of conduits and structures, demolishing of structures as required, and vegetation including small trees with trunks less than 6" in diameter and bushes.

Prior to cutting any service systems, such as sprinklers, the Contractor shall test the system and make necessary adjustments to keep the remaining irrigated areas serviced.

Traffic signs to be salvaged shall be delivered to the City of Riverside storage facility. The Contractor shall call the Street Services Division at 351-6127 for delivery location and instructions.

Disposition of other existing signs shall be as shown on the plan(s) and/or as directed by the Engineer. This may include temporary sign relocations due to construction or stockpiling of signs at the job site. The Contractor will be responsible for maintaining the condition of all signs specified herein.

If an existing sign post is not suitable for reinstallation and a replacement is not available from salvaged sign posts, then its replacement will be considered as Extra Work and paid for in accordance with these Special Provisions and the Standard Specifications.

Mail boxes and posts within the construction area shall be salvaged and temporarily set in an upright condition where easily accessible for mail delivery and accessible by the property owner. Posts and boxes shall be reinstalled in final position by the Contractor as shown. Broken posts shall be replaced by the Contractor at Contractor's cost. Replaced posts shall be, at the option of the Contractor, 4" x 4" redwood or 2" galvanized steel pipe.

If the Contractor encounters existing asphalt material extending onto the PCC gutter, and the gutter is not proposed to be overlaid, then the Contractor shall be required to remove the overlay in such a manner that damage to the gutter will not occur. If, in the opinion of the Engineer, the existing gutter's flow or riding characteristic have been altered by the AC removal, the Contractor, at Contractor's expense, shall make repairs to restore the gutter quality to its original state. Payment for AC removal from gutter, if required, shall be included in the bid item for the work being completed adjacent to gutter containing the AC.

300-1.3.2 Requirements.

(d) Signal Detector Frame and Foundation. Signal detector frame and foundation shall be removed and the remaining void shall be backfilled and compacted with residue AC from cold milling operations or crushed aggregate base to the level of the existing grade. Additional AC may have to be placed as a leveling course to provide a smooth ride across the detector removal areas. The Contractor shall be responsible for the lawful disposal of the removed items. Removal of frame and foundation shall be considered as part of Clearing and Grubbing.

300-1.4 Payment. The Clearing and Grubbing work shall be included in the bid item requiring the curb and gutter work and shall include full compensation for all work described under Section 300-1, "Clearing and Grubbing" of the Standard Specifications and these Special Provisions.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. This project is expected to generate excess excavated material including the volume of all existing surface and below-surface improvements including, but not limited to, curb, gutter, sidewalk, and AC pavement. The lawful disposal of all excess material generated by this project is the Contractor's responsibility.

300-2.9 Payment. Payment for Unclassified Excavation shall be at the Contract unit prices and shall include any necessary fill and compaction required by the Plans and Standard Specifications and hauling and lawful disposal of excess material and any import fill, if required.

301-1 SUBGRADE PREPARATION

301-1.6.1 Schedule and Tolerances of Manhole Adjustment. Sewer and storm drain manhole frames and covers shall be raised to the finished grade by the Contractor within 48 hours of final paving. The Contractor shall raise the tops of all frames and covers to range from flush to 1/4" above the finished grade of the immediately adjacent pavement. Regardless if any utility frame or cover requires an adjustment to complete the project, if any utility covers are located within the limits of the improvements, the Contractor shall thoroughly clean all covers to remove any markings, stains, striping, etc., unless otherwise directed by the Engineer.

301-1.6.2 Riverside Public Utilities (RPU) - Water Manholes and Valve Boxes. At the option of the City, the Contractor shall adjust water manhole frames and covers and water gate valve covers to range from flush to 1/4" above the finished grade of the adjacent pavement. All dirt and debris are to be removed from the valve box to a depth of 6" below the operating nut.

Adjustment of water gate valve covers installed after March, 1983 (cap & liner type) shall be in accordance with STD. DWG. C.W.D. - 515. On water gate valve covers installed prior to March, 1983 (frame & lid type); if the frame skirt is raised above the existing gate box material (steel pipe), the gate box material should be extended as required. This extension must match the existing steel pipe O.D. & I.D. and must be secured with at least (3) equally spaced one inch welds OR the Contractor may choose to replace the Frame & Lid with a Contractor supplied Cap & Liner. If a Cap & Liner is used, the Contractor must drill a 1/4" hole in the new cap, 3/8" inside the interior ring on the cap surface. A Contractor supplied 1/4" x 1-1/2" brass roundhead screw must be installed and the existing gate tag (with copper wire) inserted on the inside of the cap, then held on with a 1/4" brass washer and nut. The top of all water valve covers shall be painted in accordance with Riverside Public Utilities Water Division Specification No. 205.

Marking Paint - Lead Free
Aervoe Pacific - #203 Blue
Ground Traffic Coating - VOC<66%

Valve boxes smaller than (8) inches in diameter shall be replaced with 8" gate box material and a "cap & liner" type gate valve cover, in accordance with Riverside Public Utilities Water Division Specification No. 205. Any valve box found to be corroded, bent or otherwise previously damaged, making adjustment impractical or not feasible, shall be replaced. The inspector shall determine at the time of construction if the valve boxes in question shall be adjusted or replaced. The City will furnish new gate box materials and "caps and liners" for valve box replacements, however the Contractor shall be responsible for obtaining the materials from the City Corporation Yard to the Project site. Arrangements for obtaining these materials from the City's Corporation Yard at 8095 Lincoln Avenue shall be made through the Inspector 15 working days prior to scheduled installation.

Two foot by two foot rectangular valve covers marked "Riverside Water Company" will be adjusted to grade by the City.

301-1.6.3 Riverside Public Utilities - Electric Vaults and Manholes. At the option of the City, the Contractor shall adjust electric manhole vault frames and equipment covers so the top ranges from flush to 1/4 inch above the finished grade of the adjacent pavement. All electric manhole and equipment covers adjusted to grade by the Contractor shall be cleaned. Adjustments shall be in accordance with Riverside Public Utilities Electric Division Drawings UGS-053, UGS-062, UGS-435, and UGS-541. All work shall be accomplished in the presence of the Electric Operations representative. The Contractor shall notify the Electric Superintendent of the City Electric Division at 351-6373, two working days in advance of adjustment for scheduling of the representative.

Riverside Public Utilities electric facilities shall be designated as follows:

Manholes use Drawings UGS-062 and UGS-435
Vaults use Drawings UGS-053 and UGS-541

Since electric manholes and vaults contain energized cable and equipment, the Contractor shall use workers that have been properly trained in applicable electrical safety and work procedures to make the manhole and vault adjustments.

Except for the gate box and valve box materials as noted, the Contractor shall provide all the necessary tools, equipment, and materials necessary to perform all awarded adjustments.

301-1.7.1 Payment for Manhole and Valve Cover Adjustments. Payment for adjusting storm drain and sewer manhole frames and covers to finished grade will be made at the Contract unit price for adjusting sewer or storm drain manhole to grade.

Payment for tying out all the covers as stipulated in Section 5-1.1 of these Special Provisions, shall be considered as included in the Contract unit price of the surfacing material used adjacent to the cover and no additional compensation will be made therefor.

Payment for adjusting water or electric manhole frames and covers, vault frames, equipment covers, and water gate valve covers, if made part of the Contract, shall be made at the respective contract unit prices for each item. These payments shall be considered full compensation for all labor, tools,

equipment, and materials required to adjust the utility facility.

Payment for adjusting and/or replacing water gate valve, pull box, and /or water meter boxes, if necessary, shall be included in the associated bid item. This payment shall be considered full compensation for all labor, tools, and equipment required to replace the gate valve box and cover with City furnished materials. Payment shall also include the Contractor obtaining the City furnished item from the City's Corporation Yard located at 8095 Lincoln Avenue.

Payment for painting utility covers as specified in these Special Provisions shall be included in the cost of adjusting or installing the item which requires painting.

301-1.7.2 Payment for Bus Pad Subgrade Preparation. Removal and proper disposal of asphalt pavement, base, and/or subgrade outside of the horizontal limits of the bus pad excavation areas in order to satisfy the grading requirements indicated on the Bus Pad Detail shall be included in the payment for "Removal of Unsuitable AC, Base, and/or Subgrade Material" and/or "Cold Milling", as applicable, if not already included in a separate bid item.

The removal of any additional AC, base, and/or unsuitable material beneath the required 14" Bus Pad structural section, if required, shall be included in the payment for "Removal of Unsuitable AC, Base, and/or Subgrade Material" and shall include the cost for the proper disposal by the Contractor. The furnishing and installation of the additional crushed aggregate base to replace any additional AC, base, and/or unsuitable material beneath the required 14" Bus Pad structural section, if required, shall be included in the payment for "Replacement Base for Unsuitable AC, Base, and/or Subgrade"

See Section **303-5.9 of these Special Provisions** for items to be included in the cost for the bid item "**Concrete Bus Pad per Detail in Special Provisions.**"

301-1.8 Traffic Signal Pullbox Adjustments.

Adjustment of traffic signal pullboxes to grade will be subject to the following requirements:

1. The Contractor shall grout the bottom of existing pullboxes that are to remain in place and that are not already grouted with material specified in Section 86-2.06 of the State Standard Specifications. The Contractor shall remove all grout that does not meet the material specifications of Section 86-2.06 of the State Standard Specifications and the Contractor shall excavate within the pullbox to proper depth prior to grouting;
2. The Contractor shall adjust all conduits as necessary so the conductors do not touch the pull box lid. In addition, a minimum clearance of 3" between the top of all conduits and the bottom of the traffic pullbox lid shall be maintained; and,
3. The Contractor shall replace "in-kind" any traffic pullbox damaged as a result of his operations except that the minimum size replacement will be a No. 5 pullbox as described on State Standard Plan ES-8. Plastic Type No. 5 pullboxes will not be permitted.

302-1 COLD MILLING OF EXISTING PAVEMENT

302-1.1.1 Cold Milling Types. All removal and replacement work shall be performed after cold milling. After performing Type CM2 or CM3 the contractor shall ramp all vertical edges with a minimum of 12 inches or at 8:1 whichever is greater prior to opening ground areas to traffic; the Contractor shall be subject to **liquidated damages as described in Part 1, Section 6-9 of these Special Provisions** at each location they fail to ramp vertical edges as described above within the given timeframe.

“Cold Milling – Type CM2” shall be performed in areas designated on the Plans. The milling shall be 0.12' deep minimum unless otherwise indicated on the plans. All 0.12' cold mill areas shall be paved within 5 working days after commencement of milling. Where the CM2 milling exceeds 0.15', the asphalt shall be replaced within in 24 hours after the commencement of the milling. Where the CM2 milling exceeds 0.20', the asphalt shall be replaced utilizing a minimum of 2 lifts (0.10' minimum per lift) with the following criteria: the base course lift(s) shall be completed the same day as the completion of the CM2 milling; and upon completion of the base course replacement pavement, the milled areas may only be 0.10' minimum to 0.12' maximum below the original asphalt surface elevations, unless otherwise indicated on the plans and the finish coarse shall be replaced within 5 working days after initial commencement of milling. The Contractor shall be subject to liquidated damages **as described in Part 1, Section 6-9 of these Special Provisions** if they fail to replace the asphalt as described above within the given timeframe.

“Cold Milling – Type CM3” shall be “Full-Depth Milling” **as described in Section 302-1.5** of the Standard Specifications and performed in areas designated on the Plans. The milling shall completely remove the asphalt pavement to the depth of the existing base or subgrade. When the replacement asphalt thickness indicated on the plans exceeds the actual existing asphalt thickness, the Contractor shall remove the existing base and/or subgrade and re-compact as necessary to install the new asphalt to the depth indicated, unless otherwise noted or directed by the Engineer. The replacement asphalt for CM3 milling shall be completed utilizing a minimum of 2 lifts (0.10' minimum per lift) with the following criteria: the base course lift(s) shall be completed the same day as the completion of the CM3 milling; and upon completion of the base course replacement pavement, the milled areas may only be 0.10' minimum to 0.12' maximum below the original asphalt surface elevations, and replaced within 5 working days after initial commencement of milling. The Contractor shall be subject to liquidated damages **as described in Part 1, Section 6-9 of these Special Provisions** if they fail to replace the asphalt as described above within the given timeframe; unless otherwise indicated on the plans.

302-1.11 Measurement. “Cold Milling – Type CM2” shall be measured by the square foot for the milling depth noted on the Plans. “Cold Milling – Type CM3” shall be measured by the square foot for the entire depth of asphalt pavement.

302-1.12 Payment. Payment for “Cold Milling – Type CM2” shall be made on a square foot basis for the milling depth indicated on the bid proposal. Payment for “Cold Milling – Type CM3” shall be made on a square foot basis for the milling of the entire depth of asphalt. Contractor shall remove and dispose subgrade and/or base as necessary to achieve the depths indicated on the plans including any required compaction necessary.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.2 Pavement Preparation. Pavement preparation shall consist of the following:

1. All cracks greater than 1/8" but less than 1/2" in width shall be routed to a minimum width of 1/2" and to a depth of 3/4" to 1" deep.
2. All cracks greater than 1/2" in width shall be routed to a depth of 3/4" to 1".
3. Seven days prior to the crack routing operation, all cracks with existing weeds or grasses shall be treated with a contact herbicide such as Monsanto RoundUp or City approved equal and to the manufacturer's recommendation. Prior to the application of any sealant, all cracks shall be completely cleaned of deleterious material using a blower or an air compressor. All wedged-in materials that are not readily removed by air should be removed by gouging or plowing. In addition, the street surface shall be completely cleaned of all pavement preparation debris by a power-driven street sweeper or other suitable means at the end of each work day.
4. After cleaning and routing but prior to the application of any sealant all cracks shall be treated with a selective pre-emergent herbicide such as ACME Industrial Products Barrier 50W Dichlobenil Herbicide or City approved equal and to the manufacturer's recommendation.
5. All cracks less than 1" in width shall be filled with a Crafcro Polyflex Type 3 Sealant or approved equal. Application shall be with a Heated Joint Seal Machine Crafcro Model BC-220 or City approved equal and to the manufacturer's recommendation. These may be obtained from Crafcro Inc., P.O. Box 20133, Phoenix, Arizona 85036. This treatment method shall be called "Crack Fill."
6. All cracks greater than 1" in width shall be filled with PG 64-16 asphalt concrete. This treatment method shall be called "Crack Repair."
7. All "alligator" cracked areas of the pavement shall be removed to a depth specified by the Engineer as described in Section 300-2 of these Special Provisions and replaced with DGAC. Replacement DGAC shall be described as "Construct DGAC Pavement" on the Plans and in these Special Provisions.
8. Performing traffic control for all work described above unless otherwise unless otherwise included in the bid item for "Traffic Control and Access."

Payment for all required "Crack Fill" and "Crack Repair" shall be included in "Asphalt Pavement – DGAC" and no additional cost for all labor, materials, tools, equipment and incidentals required for crack treatment.

302-5.5.1 Methods of Distribution and Spreading. A paving machine that picks up the asphalt concrete material from a windrow then spreads the material to a specified thickness may be used. However, the Engineer may require the Contractor to use a paving machine which accepts the asphalt concrete material directly from the delivery truck, at no additional cost to the City, if the temperature of

the asphalt concrete in the windrow cannot be maintained above the lower temperature limit specified in Section 302-5.5 of the Standard Specifications, or if the windrow blocks access to any driveway or side street for more than fifteen minutes prior to the paving machine spreading the asphalt concrete material.

The Engineer reserves the right to suspend delivery of AC to the jobsite to ensure the AC placement operations are completed and the full traveled way is opened to traffic prior to the time limits specified in Subsection 7-10.1 of these Special Provisions.

302-5.7.1 Pavement Joints. Where new pavement joins an existing pavement, the surface will be inspected for smoothness of the seam between the two surfaces. When a six feet long straightedge is laid across the seam between "new" and "old" pavement, the surface shall not vary more than 0.03 feet from the lower edge. At join lines along new concrete gutters or where the existing asphalt pavement has been removed, the finished surface shall not vary more than 0.00' to 0.05' higher than the concrete surface that is being joined. On existing or proposed bike routes the finished surface shall not exceed 0.02' above the gutter lip.

302-5.9.1 Payment. Payment for asphalt concrete pavement shall be made on a per ton basis. This payment shall be full compensation for all labor, tools, equipment, materials, and traffic control to place and compact asphalt concrete within the limits shown on the plans..

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, PEDESTRIAN RAMPS, DRIVEWAYS, AND BUS PADS

303-5.1.4 General Requirements. In areas where mail delivery is curbside, the Contractor shall provide openings in the sidewalk for the installation of posts for mail boxes. The openings shall be 6 inches square or 6 inch diameter round. The center of the opening shall be 16 inches from the curb face, adjacent to the driveway on the far side related to normal vehicle traffic directions.

Where curb and gutter is to be removed and replaced, the Contractor shall also remove a minimum of 12" of existing pavement to facilitate the setting of forms and compaction of backfill. Paving replacement shall be 6" full depth AC. The unit price paid for removal and replacement of C&G shall also include full compensation for all removal and replacement of AC adjacent to the gutter. If the inspector gives permission to the Contractor to leave existing asphalt in place and pour the gutter directly against existing AC the City will deduct 15% from the unit price of C&G removal and replacement.

Curb and gutter shall be poured independent (separate) of driveways, pedestrian ramps and sidewalks.

When the grade of C&G is less than 0.4%, the Contractor, at no additional cost, shall place (2) #3 reinforcing bars in the gutter. Construction stakes for curbs with flatter grades than 0.4% shall be every 12.5'.

Where new or replacement curb and gutter lengths are fifty (50) feet or greater, the Engineer will determine the need for construction stakes for grade.

The Contractor shall take measures to prevent graffiti, footprints, tire marks, etc., in the fresh concrete. The Contractor shall be responsible for all markings.

On projects with sidewalk construction, the Contractor, unless otherwise instructed, shall grade the parkway and slopes as shown on Standard Drawing No. 325.

On projects with median hardscape construction, the Contractor shall provide a 3" diameter blockout in the concrete at each median nose that is at least 4 feet wide for installation of traffic signs. This shall be accomplished by embedding a 3" PVC pipe in the concrete 2 feet 6 inches from the curb face at the median nose.

For the construction of concrete spandrels the curb returns will be counted as C&G with a gutter 2 feet wide. Only the remainder of the spandrel will be paid for as cross gutter and spandrel. No additional payment will be made for the extra thickness of concrete in the curb and gutter portion.

When pedestrian ramps are proposed to be constructed within existing concrete spandrels, the Contractor shall sawcut the spandrel to construct the new pedestrian ramp per the City standard drawings including any modifications indicated on the plans.

No mortar finish coat shall be required for curbs.

New sidewalk constructed in areas of existing sidewalk shall be scored to match the existing score pattern. Failure to score the sidewalk appropriately shall be cause for rejection.

On projects with pedestrian ramp construction, the AC pavement shall be placed flush with the concrete gutter along the pedestrian ramp. Removal and replacement of curb, gutter and sidewalk for pedestrian ramps shall be to the nearest joints. Sections less than 5' in width/length shall be removed and replaced as directed by the Engineer. The PCC retaining curb shall be poured monolithic with the adjacent sidewalk or pedestrian ramp.

It is the Contractor's responsibility to mark the approximate saw cut limits for the construction of pedestrian ramps including asphalt pavement areas. The City's Inspector shall review the marked limits before any removals. If the Inspector requests additional removals, then the Contractor must adjust the limits as necessary.

No survey work or staking will be provided by the City for pedestrian ramps, curb, gutter, driveway, and sidewalk construction or replacement unless determined necessary by the Engineer.

The City will not be responsible for additional move-ins needed to remove enough of the existing improvements to construct the proposed improvements.

303-5.5.2 Curb. The face and top of curb shall be carefully troweled to a smooth and even finish. The top of curb shall be finished with a transverse slope toward the gutter and the edges rounded in accordance with Standard Drawing No. 200. The troweled surface shall be finished with a fine-hair broom applied parallel with the line of work. The edge of the concrete at all expansion joints shall be rounded to a 1/4" radius. Joints shall conform with Subsection 303-5.4 of the Standard Specifications.

Application of class "B" mortar to face of curb is not required. Stamping of Contractor's name and the year shall not be performed.

303-5.7.1 Reasons for Rejection.

1. Transverse cracks through the C&G, exceeding 0.01 foot in width at any point.
2. Vertical displacement exceeding 0.01 foot, or which causes water to pond in the gutter for a distance exceeding 2 feet.
3. Serious or extensive surface imperfections.
4. Graffiti, footprints, tire marks, etc., in the fresh concrete. The Contractor shall be responsible for prevention of all markings.
5. Transverse cracks causing 5 feet or less of C&G to be "floating," or unattached to other C&G.
6. Cracks causing 25 square feet or less of sidewalks, approaches, cross gutters, or aprons to be "floating," or unattached to other approaches, cross gutters, or aprons.

Rejected concrete work shall be removed by means of a sawcut at a score line. If no score line exists, the minimum removed area or unscored area left in place shall be 25 square feet and the minimum width shall be 4 feet.

303-5.9 Measurement and Payment. Payment for sidewalk or driveway shall also include payment for removal of existing walk and relocation of existing sprinklers, if any, to the back of the proposed sidewalk. Payment for sidewalk and driveways shall also include adjusting of pull boxes and water meter boxes; a new box will be supplied by the City if the pull box or water meter box is damaged or not per current City standard specifications. However, the Contractor is responsible for obtaining the City furnished item from the City's Corporation Yard located at 8095 Lincoln Avenue. Payment for sidewalk shall also include compensation for any parkway and slope grading. Where curbs or curb and gutters are transitioning in dimensions or type, the length of transition shall be divided into two equal lengths and each half will be paid for as its adjacent type. Payment for depressed curb and gutter per City Std. 302 shall be included in the cost of Concrete Curb and Gutter per City Std. 200. The Contractor shall pour all new concrete within five (5) calendar days upon commencement of any removals for the above-described work. If the Contractor does not adhere to this requirement, the Contractor shall be subject to liquidated damages **as described in Part 1, Section 6-9 of these Special Provisions.**

Payment for PCC retaining curb shall be at the Contract unit price per linear foot for the curb height required to retain the adjacent slope and shall be poured monolithically with sidewalk, driveways, or driveways matchups. Payment does not include retaining curb to be constructed monolithically with wheelchair ramps. Payment shall also include steel reinforcement when required.

Payment for PCC pedestrian ramp construction shall include payment for the removal and

replacement of curb, gutter, sidewalk (to the nearest joint), any sidewalk match ups, ramp, landing, pavement removal and replacement (to comply with the maximum 5% cross fall) and any landscaping and irrigation repair, adjustment or replacement as necessary. Payment also includes construction of retaining curb, as necessary, to protect any existing improvements at the direction of the Engineer for any type of ramp regardless if retaining curb is shown or not shown on the standard drawing. Payment for wheelchair ramp construction shall also include adjusting of pull boxes and water meter boxes when they are located with any portion of the wheelchair ramp; a new box will be supplied by the City if the pull box or water meter box is damaged or not per current City standard specifications. However, the Contractor is responsible for obtaining the City furnished item from the City's Corporation Yard located at 8095 Lincoln Avenue. **Payment shall also include cost to furnish and install truncated domes per City Standard 304.** When constructing a new ramp adjacent to an existing concrete spandrel, the existing spandrel shall be protected in place and sawcut as necessary to construct new ramp, unless otherwise noted. Payment for constructing depressed curb and gutter when constructing a Type VII Pedestrian Ramp shall not be included in the cost of the pedestrian ramp, but shall be included in the cost of Concrete Curb and Gutter per City Std. 200. The Contractor shall pour all new concrete within five (5) calendar days upon commencement of any removals for the above-described work. If the Contractor does not adhere to this requirement, the Contractor shall be subject to liquidated damages **as described in Part 1, Section 6-9 of these Special Provisions.**

Payment for curb and gutter shall be at the Contract unit price per linear foot for the curb height indicated on the plans. If the proposed curb and gutter is to replace existing damaged curb and gutter, then no curb height will be indicated and the Contract unit price per linear foot shall include the cost to reconstruct the curb and gutter to match all the dimensions of the existing curb and gutter at all locations indicated on the plans. Payment shall also include painting curbs red where existing is red, painting house address numbers on curbs where removed, grinding down roots beneath the curb and gutter, reestablishing curb core where necessary, and the steel reinforcement per the standard drawings, when required.

Temporary resurfacing shall be required only at times and locations determined by the Engineer during construction. Payment for temporary resurfacing shall be included in the bid item requiring temporary resurfacing in place and shall include full compensation for furnishing, placing, maintaining, removing, and disposing of such temporary materials.

When completing any concrete improvements adjacent to existing asphalt pavement, the Contractor shall repair the open asphalt slot created within five (5) calendar days after commencement of any removals. The cost for utilizing permanent asphalt pavement shall be included in the bid item requiring the open slot repair. At the option of the Contractor, the Contractor may provide temporary asphalt, as described previously, to complete this work, however no additional compensation shall be provided to complete either or both the permanent and/or temporary asphalt work described herein. If the Contractor does not adhere to this requirement, the Contractor shall be subject to liquidated damages **as described in Part 1, Section 6-9 of these Special Provisions.**

When an existing irrigation system is disrupted and/or the existing landscaping is damaged and/or removed to remove and replace any of the existing concrete work described, the Contractor shall repair/modify the existing irrigation system to provide adequate irrigation coverage and replace the existing landscaping, in-kind, within 48 hours after the initial associated disruption and/or removal. Sod shall be utilized to replace any removed and/or damaged grass coverage. No additional compensation will

be provided to modify the existing irrigation and/or replace the existing landscaping for areas receiving existing concrete repair as described herein.

Payment for “Concrete Bus Pad per Detail in Special Provisions” shall include all concrete utilizing the high early strength concrete as specified in Part 2, reinforcement, 6” of Crushed Aggregate Base, and any other item indicated on the Bus Pad detail **located in Part 10 of these Special Provisions**, unless otherwise included in a separate bid item. Payment shall also include the removal of the asphalt, base, and/or sub-grade within the required 14” Bus Pad section and shall include the cost for the proper disposal by the Contractor unless otherwise included in a separate bid item.

314 TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Striping and pavement markings shall conform to Section 84 “Traffic Stripes and Pavement Markings” of the State Standard Specifications.

Pavement markers shall conform to Section 85 “Pavement Markers” of the State Standard Specifications.

Unless otherwise noted, Thermoplastic paint shall be utilized for the project. All cat-tracking shall be in place within 48 hours from the completion of asphalt overlay and/or rubberized emulsion-aggregate slurry application. Unless otherwise approved by the engineer; once cat-track is complete, a request for cat-track approval shall be forwarded to the project manager or inspector. Contractor shall allow 2 working days for cat-track approval. Once cat-track is approved, striping installation shall commence within 2 working days, except in cases where loop detectors are required or slurry has been installed. In cases where loops are required, loops installation is to commence within 2 working days of cat-track approval and striping work shall commence within 2 working days of loop install completion. However, in areas where slurry is installed, a minimum of 7 days shall lapse between slurry and striping installation.

The thermoplastic material shall be applied by extrusion method in a single uniform layer. Stencils shall be used when applying thermoplastic material for pavement markings. The pavement surface to which thermoplastic material is applied shall be completely coated by the material and the voids of the pavement surface shall be filled.

If paint (2 coats) is specified it shall consist of painting traffic stripes and pavement markings, including applying glass beads. The material and application of the paint materials shall conform to the provisions of Section 84-3, “Painted Traffic Stripes and Pavement Markings”, of the State Standard Specifications.

Temporary pavement delineation, including but not limited to raised flexible reflective tabs and/or reflective adhesion tape, shall be installed and maintained by the Contractor during or between construction stages and operations for the purpose of providing traffic control and public safety. The specific type or method of temporary pavement delineation used by the Contractor shall be approved by the Engineer prior to application. Installation and maintenance of all temporary pavement delineation shall not be considered as “extra work”. Payment for temporary pavement delineation shall be considered as included in the Contract price(s) paid for the other Contract items unless specifically identified as a

separate Contract item. Temporary and/or permanent pavement delineation performed by the Contractor at the direction of Engineer for reasons or circumstances beyond the Contractor's control (excluding weather related construction delays) shall be considered as "extra work".

When using raised flexible reflective tabs or reflective adhesion tape for temporary pavement delineation along the direction of travel (longitudinal lines), temporary stripes shall be placed on the pavement surface at a 6 inch or 12 inch offset left of the proposed permanent pavement stripe. Prior to the application of the permanent stripe the Contractor shall remove the tabs or tape from the pavement surface. Removals must be coordinated with the labor force Contractor's performing the permanent pavement delineation.

When reflective adhesive tape is used for lane delineation, a minimum of 3-foot strip of tape shall be placed at 12-foot intervals (gaps) regardless of the posted speed for the zone requiring temporary striping. When raised reflective tabs are used for lane delineation, the tab spacing shall not exceed 24 feet. Raised flexible reflective tabs shall not be utilized for limit lines (stop bars) or crosswalks without prior approval of the Engineer.

When temporary pavement delineation is needed on a roadway surface that has been grinded, temporary paint shall be utilized. Said temporary pavement delineation must match the alignment, spacing, color, and paint requirements of the permanent or previous pavement delineations. Contractor must maintain the visibility of the temporary paint and re-apply new coats as deemed necessary by the Engineer.

When temporary pavement delineation is needed on a roadway surface that has been slurried, the Contractor shall not use reflective adhesion tape or temporary paint. The Contractor shall use raised flexible reflective tabs that follow the alignment of the permanent paint. Prior to the application of the permanent stripe the Contractor shall remove the tabs from the pavement surface. Removals must be coordinated with the labor force performing the permanent pavement delineation.

Traffic stripes shall be measured by the linear foot without deduction for gaps in the broken traffic stripes. Striping details having double stripes consisting of two 4-inch-wide yellow stripes separated by a 3-inch-wide gap is measured as a single traffic stripe. Pavement markings shall be measured by the area covered in square feet.

Payment for striping and pavement marking installation shall be made at the respective contract unit prices and shall include furnishing all labor, material, tools, equipment, traffic control, and incidentals necessary to apply the striping and pavement markings as shown on the plans and/or as directed by the engineer.

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the State Standard Specifications. Attention is directed to "Traffic Control System For Moving Lane Closure on Multilane Highways" (Standard Plan T16) of the State Standard Plans regarding the use of moving lane closures during placement of pavement markers. The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 85-1.01B, "Submittals", of the State Standard Specifications.

Pavement markers associated with striping details shall be included and paid for in the respective unit price paid for the striping detail and no additional payment shall be made therefor. Individual pavement markers, with the exception of the two-way blue reflective markers, not associated with a striping detail shall be measured and paid for by the respective unit price. Full compensation for removing pavement markers, when no longer required, shall be considered as included in the contract unit price paid for striping.

The Contractor shall be required to furnish and install Stimsonite Model 88AB Two-Way Blue Reflective Markers as shown on the City of Riverside Public Utilities Department Standard Drawing CWD-700. Payment for the Stimsonite Model 88AB Two-Way Blue Reflective Markers shall be included in the payment for striping and no additional payment shall be made therefor.

315 ROADSIDE AND STREET NAME SIGNS

315-1 Placement of Roadside Signs. Roadside sign(s) shall include installation of sign panel(s), fastening hardware, back braces, straps and saddle brackets, and frame assemblies for multiple sign panels. A roadside sign includes a traffic sign with 1 or more sign panel(s) attached to a supporting structure. A supporting structure is typically 1 or 2 posts, a signal standard, or street light standard.

The sign must not be chipped or bent. Traffic sign face shall be 3M Diamond Grade DG3 Reflective Sheeting (ASTM XI) with protective graffiti film. All warning signs shall have a fluorescent yellow background and school signs shall have a fluorescent yellow-green background. Sign and/or post installation shall be per City of Riverside Standard Drawing No. 664.

Payment.

- a. A roadside sign consisting of 1 post with attached sign panel(s) is paid for as 1 “Roadside Sign – One Post.”
- b. A roadside sign consisting of 2 posts with attached sign panel(s) is paid for as 1 “Roadside sign – Two Posts.”
- c. Roadside sign panel(s) attached via strap and saddle bracket method or attached to an existing post is paid for as 1 “Roadside Sign – No Post.”
- d. Relocated sign panel(s) onto an existing signal or light standard is paid for as 1 “Relocate Sign – No Post”.
- e. Relocated sign panel(s) which require a new post is paid for as 1 “Relocate Sign – One Post.”
- f. Sign(s) identified for removal shall include removal of sign panel(s) and post(s)/foundation(s) if applicable, and shall be paid as “Remove Sign.”

315-2 Placement of Street Name Signs . Street Name Signs shall include installation of sign panels (both streets), breakaway signpost system if applicable and fastening hardware to provide a complete street name sign unit. The street name sign installation shall be per City of Riverside Standard Drawing No. 662.

Payment.

- a. Street name sign shall consist of street name sign panel(s) (both streets), fastening hardware and breakaway signpost system, as noted on the plan or in the field by the engineer or his

representative, shall be paid for as 1 “Street Name Sign.”

- b. Street name sign identified for removal shall include removal of sign panel(s) and post(s)/foundation(s) if applicable, and shall be paid as “Remove Sign.”

END OF PART 3

PART 7

TRAFFIC SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

7-1.01 Description. Furnishing and installing and modifying traffic signals, highway lighting, flashing beacons and sign illumination, and payment therefore shall conform to the provisions in Section 86 “Signals, Lighting and Electrical Systems,” of the State Standard Specifications and these Special Provisions (See Section 2-5 herein).

Traffic signal and lighting work is to be performed at the following locations:

1) Fourteenth Street at Main Street - X-170B

7-1.04 Equipment List and Drawing. Equipment list and drawings of electrical equipment and material shall conform to the provisions in Section 86-1.04, “Equipment List and Drawings”, of the State Standard Specifications and these Special Provisions. The Caltrans HC-30 form or one similar shall be submitted to the Engineer. Also, see required submittal with the bid proposal.

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that when the cabinet door is fully open, the drawing is oriented with the intersection. The size of the plan containing said diagram and sketch shall not exceed 30" X 42". The cabinet schematic wiring diagram shall have point-to-point designations. Detector plug, and/or slot and channel (if applicable) designations shall be marked on the intersection sketch.

The Contractor shall furnish two sets of operation and maintenance manuals for all controller units, auxiliary equipment, vehicle detector units, and control units. The maintenance manuals or combined maintenance and operation manual(s) shall be submitted at the time the controller assemblies are delivered to the signal lab located at 8095A Lincoln Avenue, Riverside, for testing or, if ordered by the Engineer, previous to delivery. The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Troubleshooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams
- (I) List of replaceable component parts with stock numbers

All equipment and material that the Contractor proposes to install shall conform to these specifications and the contract plans. A list of substitute equipment and/or materials along with a written descriptive summary, describing the functions of the components, which the Contractor proposes to install, shall be submitted along with Contractor's bid proposal. The list shall be complete as to the name of manufacturer, size, and identifying number of each item. The list shall be supplemented by such other data as may be required including reference to certified Intertek equipment. Substitution shall not be allowed for products certified or listed in the Intertek LED Traffic Signal Modules Certification Program (www.intertek-etlsemko.com/ledtraffic) or for products governed by the State of California Department of Transportation Pre-Qualified Products List (QPL). Refer to Section 7-3 and 7-4 of these Special Provisions.

If these Special Provisions specify manufacturers' names along with the term "City approved equal", the following shall apply:

If the Contractor proposes to furnish equipment and/or material other than that specified in the Contract Special Provisions, a sample of the item(s) must be submitted to the Engineer to determine its equality. The item(s) must be reviewed prior to the beginning of construction and will not be accepted for installation unless approved by the Engineer. Judgment shall be based on intended use, maintenance, quality and interchange ability, if applicable.

In all cases, the judgment of the Engineer shall be final as to whether substitute equipment and/or materials, recommended by the Contractor, conform to the intent of these specifications and are acceptable for use.

7-1.06 Maintaining Electrical Systems. Traffic signal system shutdowns shall be limited to periods between the hours of 8:30 a.m. and 3:30 p.m., or as specified by the Engineer.

In lieu of 30" Stop Signs, 36" Stop Signs are required.

The traffic signal inspector shall be notified 72 hours prior to a traffic signal shut down and shut downs shall not occur on Fridays or on a day before a holiday unless prior authorization is obtained.

7-2.04 Standards, Steel Pedestals and Posts. All standards shall be installed 2" above the finished surface (grade). The void between the base plate and surface shall be filled with dry packed concrete conforming to the provisions of the fourth paragraph of Section 86-2.03 of the Standard Specifications.

When a standard or mast arm is relocated, new nuts, bolts, cap screws and washers shall be provided by the Contractor, and shall conform to the requirements for hardware used with new standards.

All Type 1A standards shall be aluminum. Anchor bolts, bolt circle, threads, nuts and washers shall conform to the Standard Plans. Anchor bolt covers are required.

7-2.05 Conduit. Conduit shall conform to the provisions in Section 86-2.05, "Conduit" of

the State Standard Specifications and these Special Provisions.

Split-bolt or set screw couplings are not allowed.

Loop stub-outs shall be Schedule 40 PVC or better. All other conduit shall be Type 1 rigid steel, as specified in the Standard Specifications.

In lieu of installing conduit by jacking or drilling, as provided for in Section 86-2.05C, "INSTALLATION" of the State Standard Specifications, conduit shall be placed in paved roadways by the trenching method in accordance to the provisions of said Section 86-2.05C, except that 376 pounds of cement per cubic yard will be used in lieu of the 564 specified. A minimum of 12" cover shall be maintained over top of conduit and the Trench Backfill shall be per City of Riverside Standard Drawing No. 453. Conduit shall be type 1.

Insulated bonding bushings will be required on metal conduit.

After conductors have been installed, the ends of conduits terminating in pullboxes and controller cabinets shall be sealed with an approved type of sealing compound.

The Contractor shall be responsible for modifying (includes directing spray away from cabinet, if necessary), and repairing existing sprinkler system(s) in the parkway, if said systems interfere with conduit and appurtenant installations. The property owner(s) shall be notified of these alterations and requested to test the facility before the Engineer will accept this work.

7-2.06 Pull boxes. Pull boxes shall conform to the provisions in Section 86-2.06, "Pull boxes" of the State Standard Specifications and these Special Provisions.

Pull boxes shall be No. 6 unless otherwise indicated on plans. All pull boxes shall be precast of reinforced Portland cement concrete (PCC).

Any pull box in which four (4) or more conduits terminate shall be # 6 or larger.

All pull boxes to be installed shall be surrounded by a 6" wide x 3 1/2" to 4" deep concrete pour, excepting those placed within improved PCC or asphalt concrete sidewalk area.

Pull boxes not protected by PCC or asphalt concrete curb or located at any point in medians or subjected to vehicular traffic shall be State of California, Department of Transportation traffic pull box (Type T) and installed per ES-8.

Non-traffic bearing pull box lids for No. 3 1/2 and No. 5 shall be PCC. Composite reinforced fiber lids shall be used for No. 6 pull boxes. Composite reinforced fiber lids are subject to City approval.

All new pull box covers shall be marked "Traffic Signal".

The Contractor shall grout any existing pull boxes that are to remain in place and are not grouted with material specified in Section 86-2.06 of the State Standard Specifications. The

Contractor shall excavate within the pull box, to proper depth prior to grouting.

7-2.08 Conductors, Cable, and Wiring. Conductors and wiring shall conform to the provisions in Section 86-2.08, “Conductors” and Section 86-2.09, “Wiring” of the State Standard Specifications and these Special Provisions.

In lieu of individual conductors for vehicle and pedestrian signals and pedestrian push buttons, signal cable shall be installed and shall conform to the provisions of Section 86-2.08D, “Signal Cable” of the State Standard Specifications. Installation shall be as follows:

1. A 12-conductor cable shall be installed from the cabinet to each pole unless otherwise indicated on the plan(s).
2. A 3-conductor cable (pedestrian push button) shall also be installed from the cabinet to each pole. An additional 3-conductor cable must be provided if two pedestrian push buttons are located on the same pole.
3. A vehicle preemption cable shall be installed from the cabinet to the respective pole. An additional preemption cable shall be installed if two detectors are located on the same pole.
4. No splices will be allowed for the installation of the conductors for Items 1, 2, and 3 above.
5. Each conductor and cable shall be identified in the controller cabinet.
6. Other required cables, detectors and interconnect, and conductors for luminaires, I.I.S.N.S., vehicle preemption and signal service shall be installed as indicated in the Conductor Schedule.
7. Conductor identification for signal phasing shall be as directed in the field by the Traffic Engineer or his representative.

The third paragraph in Section 86-2.08, “Conductors” of the State Standard Specifications is amended to read:

The Contractor shall be responsible to install the number of conductors and/or cable(s) needed to operate the electrical system(s). Omissions in the conductor schedule or unnumbered conduit runs shall not constitute “Extra Work”. This also pertains to conductors for future phases indicated on the plan(s) for installation.

Conductors for each inductive detector loop shall be Type 2.

If a “C” shaped compression connector is used for splicing, the conductors shall also be soldered.

Splicing for signal modifications as specified in Subsection 86-2.09D, "Splicing and Terminations," of the State Standard Specifications will not be allowed unless otherwise indicated on the contract plan(s).

For splicing commons, the ends of the conductors shall be crimped and soldered to secure connections.

The minimum insulation thickness, at any point, for USE, RHH or RHW wire shall be 1.0mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02mm for No. 8 and 1.37mm for No. 6 to No. 2 inclusive.

Service conductors for traffic signal systems shall be No. 6 AWG, unless otherwise noted on plan. All service conductors shall be continuous between controller and service point, and no splices will be allowed.

Wire for multiple street lighting systems shall be rated for 600-volt operation and shall have black polyvinyl chloride insulation.

Signal Interconnect Cable. Signal Interconnect Cable (SIC) shall be in accordance with the provisions of Section 86-2.08E, "Signal Interconnect Cable", of the State Standard Specifications except that conductors shall be 19 gauge AWG solid twisted pairs; the grounding conductor is not required. A sample of SIC and splicing material to be used shall be submitted to the Engineer prior to installation

Unless otherwise indicated on the plan(s), six pair interconnect is required.

Notice shall be given, 48 hours in advance, to the City prior to any splicing. All final splicing shall be done in the presence of the Engineer or his representative.

FUSED SPLICE CONNECTORS. Fused splice connectors as specified in Section 86-2.095, "Fused Splice Connectors", of the State Standard Specifications will be required; the fuse shall be rated at 10 amperes.

7-2.10 Bonding and Grounding. Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding", of the State Standard Specifications and these Special Provisions.

Equipment grounding conductors will not be required in conduit containing loop lead-in cables only.

7-2.11 Service. Service shall conform to the provisions in Section 86-2.11, "Service", of the State Standard Specifications and these Special Provisions.

The contractor shall be responsible to furnish a TV1 signal mount for all 1A service

mounts. This shall be delivered to the signal maintenance shop at 8095A Lincoln Avenue, Riverside, CA for fabrication.

New signal service shall be installed by the Contractor in accordance to the appropriate Std. Dwg.; contact the City Public Works Department, 951-782-5688, at least four weeks in advance for processing the request for service connection(s).

THE CITY WILL FURNISH ALL CIRCUIT BREAKERS AND HOUSING FOR ALL CITY CONTRACTS.

7-2.14 Testing. Testing shall conform to the provisions in Section 86-2.14, “Testing”, of the State Standard Specifications and these Special Provisions.

The cabinet and controller and related equipment, including a battery back-up system shall be delivered to the signal maintenance shop at 8095A Lincoln Avenue, Riverside, CA for testing 20 working days prior to installation in the field.

No testing of the cabinet or equipment will start until all of the equipment is delivered to the signal maintenance shop.

7-2.16 Painting. Painting shall conform to the provisions in Section 86-2.16, “Painting”, of the State Standard Specifications and these Special Provisions.

For controller cabinet, see Sec. 7-3 of these Special Provisions.

7-3 CONTROLLER UNITS, CABINETS AND AUXILIARY EQUIPMENT

7-3.1 Solid State Traffic Actuated Controllers. Solid-state traffic actuated controller units, cabinets, and auxiliary equipment shall conform to the provisions in Section 86-3, “Controller Assemblies”, of the State Standard Specifications and these Special Provisions.

When the plan sheets and/or Special Provisions call for special functions, features, future detector loops, or additional future phasing, all necessary cabinet wiring, connecting cables, support bases, phase timing modules, signal load units, circuitry, and other necessary equipment shall be provided to perform the future phasing, detections, and special functions and features.

MODEL 2070 CONTROLLER ASSEMBLY

The cabinet, Model 332, shall be in accordance with the provisions of Section 86-3.03, “Model 170 and Model 2070 Controller Assemblies”, of the State Standard Specifications and these Special Provisions. The controller assembly shall be a McCain 2070 or approved equal.

The Type 2070 controller assembly shall consist of a Model 2070 controller unit, completely wired Model 332 controller cabinet, Model LMD222 solid state output inductive loop detector sensor units (See Sec. 7-6 of this PART 7), Model 242 isolators, and Model 210ECL conflict monitor. Model 2070-6B dual 1200 baud modem, flasher units, and other equipment required to provide a complete control system shall be furnished and installed. The 332 cabinet

shall incorporate a PDA2 power distribution assembly. The software program shall be Bi Trans Systems, Inc. No. 2033 or the latest version thereof.

If the contract plan(s) indicates 2 ea. Model 2070 controller units to be housed in 1 ea. 332 cabinet, one unit shall serve as the master control for coordinated traffic operations between signalized intersections. The cabinet shall be completely wired including all appurtenances for this operation. All ports for system communications, including telephone, shall be provided. The system master unit shall have 4 ports.

On the PDA2 power assembly, wire termination on the backside of T1, T2 and T4 terminal blocks shall be soldered connections. Crimp terminals fastened with screws will be rejected.

Crimp terminals on connecting cables between input files and input panel terminal blocks shall be crimped and soldered.

All output files shall be completely wired to monitor RED failure.

For load switches, Pin 11 on all load switch sockets shall be wired to AC-. Individual indicator lamps shall be provided to monitor inputs and outputs.

All load switch sockets shall have individual wire terminals; printed circuit boards will not be allowed.

Monitoring device channels 9 and 10 shall be wired in order that Ped. Yellow monitoring or unterminated wires may be selected by a connector assembly.

The input file shall be wired to accept the pre-empt module required for vehicle pre-emption specified elsewhere in these Special Provisions. Also, see "Vehicle Pre-emption" else wherein this section for other cabinet requirements(s). Green monitoring harnesses for 3M brand opticom modules will be factory installed.

Cabinet finish (interior and exterior) shall be anodic coating as specified in Section 86-3.04A, "Cabinet Construction", of the State Standard Specifications.

The cabinet features shall include push buttons for manual actuation of all vehicular and pedestrian phases. The buttons shall be mounted on the front door panel and enclosed in a suitable metal housing. The cabinet shall also be provided with a fluorescent lamp for interior lighting. Said lamp shall be mounted on the fan plenum and illuminate both front and rear of the cabinet. Light switches shall be provided for both doors.

The controller cabinet shall be equipped with a document drawer/shelf.

Two (2) complete manuals and four (4) complete cabinet wiring diagrams shall be supplied.

Attention is directed to "TESTING" included elsewhere in these special provisions.

Turn On

The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the controller/equipment manufacturer or its representative, present at the time the controller/equipment is turned on. This includes when an existing traffic signal system is modified. Traffic signal turn-ons shall not be scheduled on Fridays or the day before a holiday unless prior authorization is obtained.

Standards (poles) shall not be placed on foundations until five (5) working days before scheduled turn on and the service has been energized.

No Traffic Signal System shall be turned on until all equipment and signage are installed.

The intersection must be cleaned and swept completely prior to the traffic signal turn-on. Clean up includes but is not limited to:

Signal poles, signal mast arms, signal heads, signal head visors, signal head lenses, traffic safety lights, controller cabinet, battery back-up cabinet, signs, side walks, curbs, gutters, intersection within 150m (500') in all directions, etc.

Vehicle Pre-emption. Vehicle pre-emption shall conform to the applicable provision of the Standard Specifications and these Special Provisions. New vehicle pre-emption shall be 100% compatible with existing City of Riverside vehicle pre-emption equipment.

The pre-emption system shall be able to identify certain designated vehicles as high priority (emergency types such as fire, police, etc.) and low priority (transit types) via a transmitted optical signal and process for activation of the appropriate phase green or hold a displayed phase green. Pre-set codes in the systems processor (phase selector) shall recognize each vehicle's priority and its class (fire, bus, etc.). The system shall operate on a first come, first served basis except that high priority vehicles shall take precedence over low priority vehicles.

Vehicle Pre-emption equipment/component parts shall be warranted by the manufacturer in a documented system-protection plan for the first five (5) years from the date of shipment from the manufacturer. Furthermore, said equipment shall be covered for an additional five (5) years of maintenance, repair or replacement at a fixed charge for a total of ten (10) years of product protection coverage.

A complete intersection vehicle pre-emption system shall be installed at the intersection(s) as indicated on the contract plan(s) and shall consist of optical detectors (signal receiver(s) mounted on the indicated signal poles' mast arm (the exact position to be determined in the field.); an encoded phase selector within the controller cabinet to activate the phase green; and all cabinet and field wiring to provide an operating system.

The optical detector shall be housed in a weatherproof high impact non-corrosive fabricated material; mounting hardware shall also be non-corrosive. Said detector shall incorporate

a built-in terminal strip for wire connections.

The optical detector shall have an adjustable responsive range up to 2,500 feet from a discrete optical light source; said discrete light source shall be identified for the proper preemption. Operating ambient temperature range shall be -30 degrees C to +60 degrees C. To achieve optimum operation, the appropriate detector to receive the required optical inputs and electrical outputs (to phase selector) shall be as recommended by the manufacturer.

The phase selector unit provided shall be for the Model 170E, 170ATC-CF, 2070 or a N.E.M.A. controller as indicated on the plan(s). Installation shall not cause cabinet modification or disrupt normal traffic signal operation unless a valid transmittal is received from an optical detector. The phase selector shall be a two-channel device and provide the following functions and features:

Functions:

Only one priority control output (phase green) shall be active at a time.

High priority signals shall override low priority signals in the same channel or from channel to channel.

The unit shall have three (3) levels of discriminating the signal.

All valid signals shall be logged and stored in non-volatile memory; data shall be maintained when power is removed. The following information shall be stored:

- a. Class
- b. Code
- c. Priority
- d. Direction
- e. Call duration
- f. Final greens at end of call
- g. Duration of final greens displayed
- h. Time call ended (real time)
- I. If vehicle passed through intersection

Features:

A port (RS 232 interface) for remote communication via modem.

A test switch for each channel.

A pilot light and call status indicator lights.

Error diagnostic capabilities.

The detector cable shall be a shielded, 3-conductor 20-gage cable with a drain wire and shall conform to the detector and selector manufacturer's recommendation.

7-4 SIGNAL FACES AND SIGNAL HEADS

Signal faces and signal heads shown on plans and the installation thereof shall conform to the Intertek LED Traffic Signal Modules Certification Program and shall include the ETL Verified Label.

Signal auxiliary equipment necessary for the installation of the signal faces and signal heads shall conform to Section 86-4, "Traffic Signal Faces and Fitting", of the State Standard Specifications and these Special Provisions.

The contractor shall cover all the non-functioning vehicle heads and pedestrian heads utilizing signal head covers which are specially fabricated for that purpose. Covers shall be designed to be easily installed by hand without the use of tools. Signal head cover shall be made from outdoor grade, weather resistant material of a tan color. The size of the cover shall closely fit and encapsulate the applicable signal head with stretch material. The cover shall be secured in place with bolt snaps attached to elastic straps. The straps shall be permanently attached to the cover. Cardboard and bags shall not be allowed to cover signal heads.

Signal section housings, backplates, visors, etc. shall be metal; plastic parts are not acceptable.

One new complete signal or pedestrian indication shall be provided to the City for each new or modified traffic signal system installed. Contractor shall contact the Traffic Signal Shop at (951) 351-6098 to make a determination on the additional indication to be supplied. The indication may be a complete MAS, SV-1-T, TV-1-T, or SP-1-T (with countdown module and internal audible). The indication(s) shall be delivered to the Traffic Signal Shop located in City Yard, 8095A Lincoln Avenue, prior to any traffic signal equipment installation.

New signal heads, vehicular and pedestrian, and appurtenant framework and terminal compartments shall be furnished with a powder coating finish. Prior to application of the powder coating, pre-treatment processing shall be chronologically as follows: (1) degreasing, (2) water rinse, (3) an iron phosphate bath, (4) water rinse and (5) seal bath.

Application of the powder coating shall consist of a dry off cycle at 300 degrees to 400 degrees F for a minimum of 10 minutes, followed by the electrostatic application of said coating at 75,000 to 90,000 volts. The final process shall be a heat treatment of 20 minutes at 400 degrees F.

Acceptance of powder-coated signals that do not meet the processing requirements must be by written approval of the Traffic Engineer. It will be the burden of the Contractor to demonstrate that the non-conforming process is equal to or exceeds the requirements specified herein.

7-4.02 5-Section Right-Turn Overlap Indication Contractor shall install a 1200-ohm ceramic resistor for each right-turn arrow (green and yellow) face. Contractor shall omit installation of the resistors if two (2) 5-section signal heads (near and far side) are required for the right-turn overlap operations.

7-4.04 Backplates. Sections shall be joined using: (1) aluminum rivets and washers; or (2) machine screws #8 or #10 X 32 with washer, lock washer and nut; or (3) a combination of (1) and (2). Rivets, washers, and nuts shall be painted to match backplate. Note; all fastener holes in the backplate shall contain a fastener.

Backplates shall be secured to the signal heads as indicated in the Standard Plans, with the added requirement that the screws shall also be TRUSS types; all screw holes for this purpose must contain screws. The Traffic Engineer must approve any deviation from these requirements.

All bolts, nuts, screws and washers shall be either brass, hot dipped galvanized or stainless steel for mounting pedestrian signals, and traffic signals to aluminum standards, pedestrian posts, and steel standards; except, that stainless steel shall be used for push buttons and push button signs.

Visors. All visors shall be tunnel, except cut-off types. Attachment screws for visors shall be truss head type No. 10 machine screws. Holes for visor attachment screws shall be tapped for machine screw threads. In addition, if a common hole is used for visor and lens attachment, the screws shall be of sufficient length not to cause BOTTOMING OUT. The downward tilt for all visors shall not exceed 3 degrees.

Visors shall be approximately 12" in length 12" lens, unless otherwise noted on plans.

All signal faces shall be provided with 12-inch sections.

The signal heads furnished for this project shall be supplied with the energy saving L.E.D. indications. These L.E.D. indications shall consist of a hermetic unit containing the lens, power assembly and diodes. All L.E.D. modules shall be certified in the Intertek LED Traffic Signal Modules Certification Program and shall include the ETL Verified Label. The modules shall be warranted for a minimum of five years from date of installation against failure. One complete signal head shall be delivered to the signal maintenance shop for approval and testing prior to field installation. All modules must be certified in the Intertek LED Traffic Signal Modules Certification Program and be labeled with the ETL Verified Label.

All standards shall be drilled for mounting signal hardware and equipment. The use of signal mounting clamps is prohibited.

All terminal compartments, post-top adapters, and MAS mountings, etc., shall be bronze. All other fittings shall be cast iron.

The terminal strip shall be a 12-position pressure type. In addition, the void (hole) and

securing mechanism (metal strip and screw) shall be designed to easily accept the insertion of the conductors. The metal contact-securing strip shall have a #10x24 stainless steel screw for pressure adjustment. This void and securing mechanism must easily accept 2-No. 10 conductors and is subject to the Engineer's approval. Marathon Electric Model No. 1012 or Traffic Signal Hardware Model No. 0567 meets these requirements.

The top head gasket for all signal and pedestrian heads shall be neoprene and shall have a minimum thickness of 1/8 inch. A metal washer of the same diameter size shall be placed on the top of the neoprene gasket to secure and provide a watertight fitting.

When the plans require the relocation of vehicular signals, the Contractor shall provide the necessary framework and modify the existing to accommodate either the circular tapered pole or the octagon concrete pole.

McCain, Peek, Automatic, or Alusig shall manufacture signal heads furnished for this project or a City approved equal. Refer to Sec. 7-1.04 of this PART 7 regarding "City approved equal".

All signal mounting framework shall incorporate the use of 1 1/2" lock nipples.

7-4.05 Pedestrian Signals. Pedestrian signals shall conform to the provisions in Section 86-4.06, "Pedestrian Signal Faces", of the State Standard Specifications and these Special Provisions.

New pedestrian signals shall be McCain, ICC or City approved equal, and shall include the Z-crate front screen. The pedestrian signal shall be a countdown type, with a solid filled hand on the left-hand side of the pedestrian signal and the numerical "countdown" indication on the right-side of the pedestrian signal.

New pedestrian heads shall use a single LED module for both symbols. Modules shall have filled LED displays, outline only is not acceptable. Modules shall be warranted for a minimum of five years against failure. All modules shall be listed in the Intertek LED Traffic Signal Modules Certification Program (www.intertek-etlsemko.com/ledtraffic) and include the ETL Verified Label.

If the contract plans and/or these special provisions indicate the installation of auditory pedestrian signals, refer to Audible Pedestrian Traffic Signal herein.

When the plans require the relocation of pedestrian indications, the Contractor shall provide the necessary framework and modify the existing to accommodate either the circular tapered pole or the octagon concrete pole.

Accessible Pedestrian Signal (APS). The audible pedestrian signal shall be Polara EZ Comm Navigator 2-Wire (EN2) Model or City approved equal. The system shall include a Central Control Unit and Interconnect Board in the traffic signal cabinet. The system shall be programmed by the contractor and include the audible WALK message, audible locating tone, audible "chirp"

and “cuckoo” sounds, and street names.

Audible Pedestrian Traffic Signal. The audible pedestrian signal shall supplement the visible “walk symbol” indication, and shall be mounted within the housing of the pedestrian signal on the walk symbol side. Output (electric circuit) shall be generated from the field conductors to the associated pedestrian signal head.

Audio output shall be adjustable. Additionally, audio output may be self-switching, from an adjustable low to an adjustable high, and shall be responsive to external ambient noise. Directional audio outputs for right-of-way designations shall be represented by 2 distinct bird chirping sounds. The northerly and southerly phase(s) shall utilize a “CUCKOO” sound. The easterly and westerly phase(s) shall utilize the “PEEP-PEEP” sound.

Operation parameters shall be:

115V AC +/- 15%, 60 Hz, 3 watts
-20 degrees C to 70 degrees C temperature range
90 dB/watts at 1 meter (max.) output

7-6.02 Pedestrian Push Buttons. The push button shall be designed to be highly vandal resistant with essentially no moving parts. It shall feature pressure activation using a piezo driven solid-state switch that requires an activating force of less than 3 lbs. Activation of the pedestrian button will be confirmed by the generation of an audible beep tone and a visual indication using an ultra bright red LED with a minimum intensity of 1200 mcd. The body of the button shall be traffic green in color. Polara BDL3-G, Campbell Company 4evr120 round 4-bolt mount, or City approved equal.

Screws used to secure the sign plate to the housing shall be stainless steel #8-32 x 3/8 with tamper proof torx head, size T-15, or a City approved equal.

See Section 7-4 “Signal Faces and Signal Heads”, of this Part 7 regarding bolts, nuts, etc.

7-7 LIGHTING AND APPURTENANCES

Luminaires shall conform to the provisions of Section 86-6.01, “High Pressure Sodium Luminaires”, of the State Standard Specifications, other applicable parts of Section 86-6, and these Special Provisions.

Luminaires shall conform to the City of Riverside Standard Specifications 119 and UGS-801. All luminaires shall be of the “Power Door Type” with full cut-off light distribution.

Luminaires shall be provided with integral lag regulator type ballast and attached photoelectric control; both rated for 120V and 240V operations; volt usage shall be as shown on the plan(s).

The Contractor shall mark installation date on photo controls and lamps as provided for by manufacturers.

7-7.04 Light Emitting Diode (LED) Luminaires. The luminaire includes an assembly that uses LEDs as the light source. The assembly includes a housing, an LED array, and an electronic driver (i.e. power supply). The luminaire shall be a GE Evolve LED Series Roadway Cobrahead, Model ERS2-0-Q2-D1-5-Gray-L, or a City approved equal. The luminaire shall comply with the following requirements:

1. UL listed under UL 1598 for luminaires in wet locations or an equivalent standard from a recognized testing laboratory.
2. Have a minimum operational life of 50,000 hours
3. Expected to operate at an average operating time of 12 hours per day
4. Have an operating temperature range from -40 to 120⁰ F
5. A monolithic LED printed circuit board assembly utilizing Metal Core Printed Circuit Board
6. A nominal correlated color temperature (CTT) of 6000 ⁰K
7. A typical color rendering index (CRI) ≥ 70
8. A locking photocell receptacle with a tool-less orientation
9. A UL Class 2 power supply units (i.e. drivers) operating in DC constant current mode supplying DC forward current for LED operation (no pulsed operation allowed)
10. A Class A sound rating
11. A housing construction consisting of: die cast aluminum, finished with corrosion resistant polyester powder paint, minimum 2.0 mil thickness – gray color, with internally mounted driver(s) on a replaceable door assembly – accessible without tools, corrosion resistant fasteners, include wildlife intrusion protection at mounting arm
12. LED modules/array shall deliver at least 80% of initial lumens, when installed for a minimum of 50,000 hours
13. IESNA LM-79-08 Approved method for electrical and photometric measurements of solid –state lighting products
14. ISNA LM-80-08 Approved method for measuring lumen maintenance of LED lighting sources
15. A 5 year minimum warranty for the replacement or repair of the luminaire due to any electrical failure (including light source and or power supplies/drivers).

7-7.06 Internally Illuminated Street Name Signs. Internally illuminated street name signs shall conform to Section 86-6.065, “Internally Illuminated Street Name Signs”, of the State Standard Specifications except that “Ballasts”, “Lampholders”, and “Lamps” sections shall not apply and instead an LED retrofit kit shall be provided. The internally illuminated street name signs shall be per the details shown on the plan(s), and these Special Provisions.

The LED retrofit kit shall have a Five-Year Warranty on parts and labor. It shall operate on a low voltage 24 V System, have all electronic components UL Certified, and have the LED modules water resistant. The LED retrofit kit may be obtained by contacting ILLumEcon at 909-223-3532 or at jim@jimmyer.com. The LED kits shall be specified for standard 6’ or 8’ IISNS

frames and shall contain all parts necessary to be mounted on standard IISNS frames.

The LED retrofit kit shall be an ILLumEcon or City approved equal.

Signs shall be Type A.

3M Diamond Grade 3 (ASTM XI) Translucent Reflective Sheeting Series 4090T shall be used in the production of the internally illuminated street name sign panels, or a City approved equal. Refer to Sec. 7-1.04 of this PART 7 regarding "City approved equal".

MESSAGE. The message, as shown on the plans, shall be displayed on both sign panels. Letters shall be 8" upper case and 6" lower case.

Each sign shall have a photoelectric control cell. This photoelectric unit shall be contained in the sign housing and shall comply with the provisions of Section 86-6.07, "Photoelectric Controls", of the Standard Specifications.

A shop drawing of the "Message" for each sign shall be submitted for approval prior to fabrication and installation.

7-9 SALVAGING AND REINSTALLING ELECTRICAL EQUIPMENT

Salvaging and reinstalling or stockpiling electrical equipment shall conform to the provisions in Section 86-7, "Removing, Reinstalling or Salvaging Electrical Equipment", of the State Standard Specifications and these Special Provisions.

Salvaged electrical materials shall be hauled to and stockpiled at the City Yard, 8095A Lincoln Avenue. An appointment to drop off salvaged material shall be scheduled with the project inspector a minimum of 48 hours prior.

Signal gear to be relocated shall be painted per Section 86-2.16, of the State Standard Specifications.

7-10 PAYMENT

Payment for traffic signals and lighting shall conform to the provisions in Section 86-8.01, "Payment", of the State Standard Specifications and these Special Provisions.

The contract lump sum prices paid for traffic signals and lighting shall include payment for all necessary construction signing, traffic signs, painting of relocated signal gear, all Portland Concrete foundations, fiber optic equipment, vaults, delivery of salvaged electrical equipment, including poles, pickup and delivery of City Furnished equipment to the job site and sprinkler system(s) modification and repairs at the job site. In addition, the contract lump sum price paid for traffic signals and lighting shall include payment for:

1. Removal of all exiting conflicting striping and markings. Contractor shall remove via sandblast or grind method, black out is not permitted.
2. Installation of new thermoplastic (extrude method) striping and pavement markings
3. Removal of conflicting signs attached to traffic signal poles
4. Construction of new concrete curb, pedestrian wheelchair ramp, and sidewalk per City Std. Drawing No.'s: 200, 304, and 325, respectively.

Full compensation for furnishing, installing, maintaining and removing temporary "Stop Ahead" and "Stop" signs, regardless of the number required, and for covering signs not in use shall be considered as included in the contract lump sum price paid for the signal item involved and no additional compensation will be allowed therefore.

Full compensation for hauling and stockpiling electrical materials shall be considered as included in the contract price paid for the item requiring the material to be salvaged, and no additional compensation will be allowed therefor.

PART 10

STANDARD DRAWINGS, DETAILS, AND MISCELLANEOUS SPECIFICATIONS

PUBLIC WORKS ENGINEERING STANDARD DRAWINGS	
TITLE	DRAWING NO.
THE LATEST PUBLIC WORKS STANDARDS MAY BE DOWNLOADED FROM THE FOLLOWING SITE: http://www.riversideca.gov/pworks/drawings.asp	Internet

RIVERSIDE PUBLIC UTILITIES STANDARD DRAWINGS	
TITLE	DRAWING NO.
THE LATEST PUBLIC UTILITIES ELECTRIC STANDARDS MAY BE DOWNLOADED FROM THE FOLLOWING SITE: http://www.riversideca.gov/utilities/elec-ugconstruction.asp (the standards approved in 2009 shall be used for this project)	Internet
THE LATEST PUBLIC UTILITIES WATER STANDARDS MAY BE DOWNLOADED FROM THE FOLLOWING SITE: http://www.riversideca.gov/utilities/water-ugconstruction.asp (the standards approved in 2009 shall be used for this project)	Internet

CALTRANS STANDARD DRAWINGS	
TITLE	DRAWING NO.
CALTRAINS STANDARD DRAWING 2010 EDITION MAY BE DOWNLOADED FROM THE FOLLOWING SITE: (http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new10.htm)	Internet

MISCELLANEOUS DRAWINGS, NOTES, AND SPECIFICATIONS	
TITLE	LOCATION
Rights of Entry and Temporary Construction Agreement	Attached
Detail A - Rolling Curb	Attached
Reinforced Concrete Bus Pad Detail	Attached
Geotechnical Report by GeoMat, dated April 25, 2016	Attached
Public Utilities Water Division Specification No. 205 for Water Distribution Systems (Pages 20-21, 44, 47-51)	Attached
Best Management Practices for Typical Construction Activities	Attached
Notice of Potential Claim Form	Attached
Sample Public Notice Letter	Attached

CITY OF RIVERSIDE
(Herein referred to as "City"), and

Diana Barreras
(Herein referred to as "Grantor")

Project: Ridge Road Improvements
Por. APN: 209-173-007
Address: 3859 Ridge Road

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT

1. The right is hereby granted to City by the undersigned ("Grantor") to enter upon and use the land of Grantor in the City of Riverside, State of California, described as APN 209-173-007, being approximately 250 square feet, highlighted on the map attached hereto, (herein referred to as "Easement Area"), and made a part hereof for all purposes necessary to facilitate and accomplish the construction of public sidewalk improvements, match-up driveway paving and any additional work determined by the City Engineer to be necessary to complete the work for the Project. Prior to using the rights herein granted, City shall provide twenty-four (24) hour written notice to proceed by email or five (5) day written notice by U.S. mail to Grantor at the address provided in the Notice section below. City's construction contractor will make all reasonable efforts to post notices to all affected tenants located on the Property. The rights herein granted may be exercised for six (6) months after the City's written Notice to Proceed and will terminate upon completion of the public improvements, whichever shall be sooner.

Notices: Service of any notices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by email or United States mail, postage prepaid and addressed as follows (please provide contact information below. Note: e-mail will be the default method for notice unless no e-mail address is available):

City

City of Riverside
3900 Main Street, 3rd Floor
Riverside, California 92522
Attn: David Welch
Real Property Services Manager
DWelch@riversideca.gov
(951) 826-5665

Grantor

Contact Name: _____
Mailing Address: _____

Phone No.: _____
Email: _____

2. It is understood that City may enter upon Grantor's property where appropriate or designated for the purpose of getting equipment to and from Easement Area. City agrees not to damage Grantor's property in the process of performing such activities.
3. The right to enter upon Grantor's land includes the right to remove and dispose of real and personal property located thereon. Grantor reserves the right to remove real and personal property on or before the City's issuance of the Notice to Proceed. If said property is not removed in its entirety at Grantor's expense, on or before said date for any reason whatsoever, the right to remove said property shall terminate and said property will become the property of City to dispose of at its discretion.
4. At the termination of the period of use of Grantor's land by City, but before its relinquishment to Grantor, debris generated by City's use will be removed and the surface will be left in a neat condition.
5. Grantor hereby warrants that they are the owner of the property described above and that they have the right to grant City permission to enter upon and use the land.
6. This agreement is the result of negotiations between the parties hereto. This agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof.
7. This agreement shall not be changed, modified, or amended except upon the written consent of the parties hereto.
8. This agreement supersedes any and all other prior agreements or understandings, oral or written, in connection therewith.
9. Grantor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this agreement, and all the parties thereto shall be jointly and severally liable thereunder.

CITY OF RIVERSIDE

By: _____
David Welch
Real Property Services Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

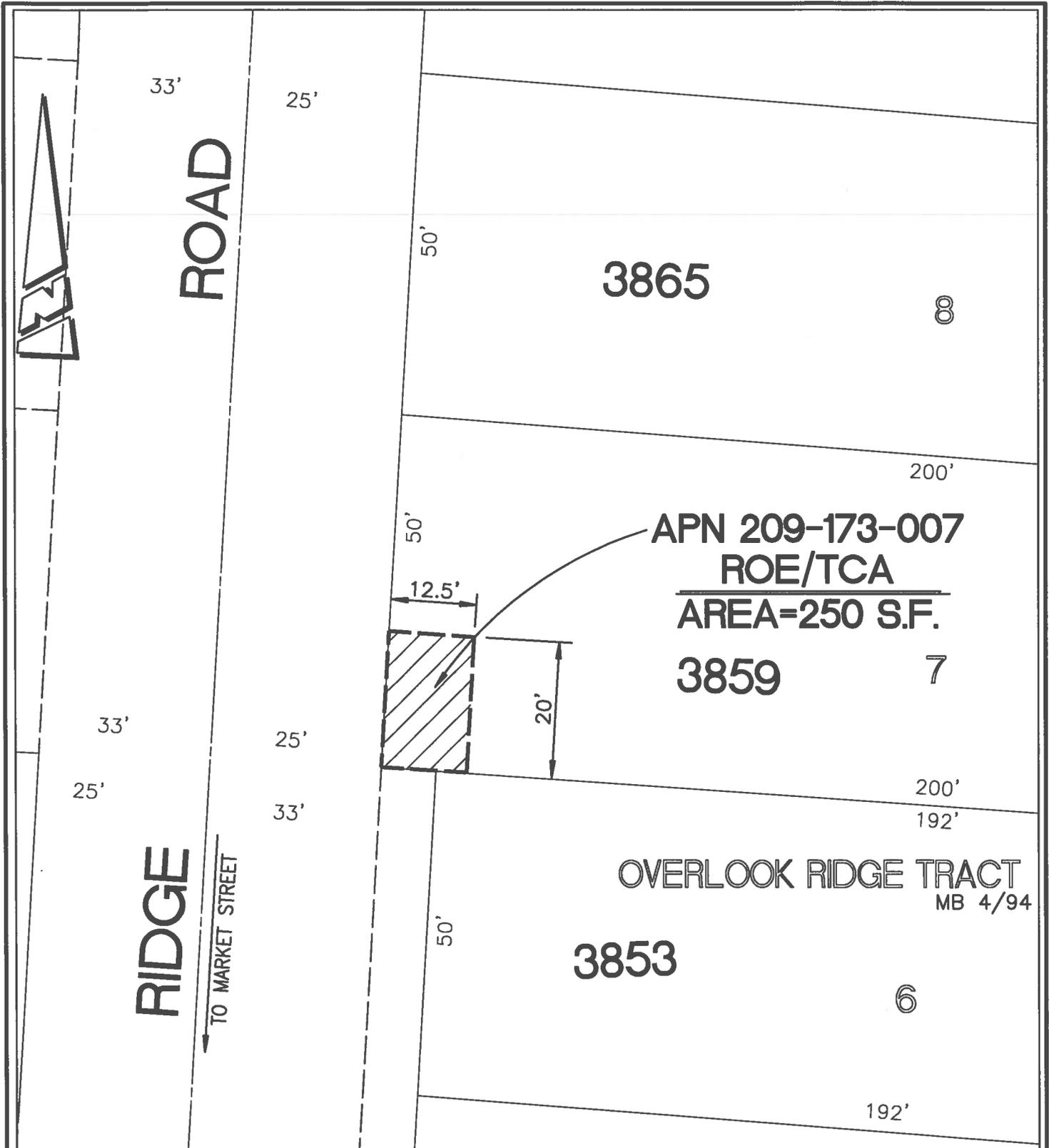
GRANTOR

By: _____
Diana Barreras

Date: _____

ATTEST:

By: _____
City Clerk



• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

SCALE: 1"=20'

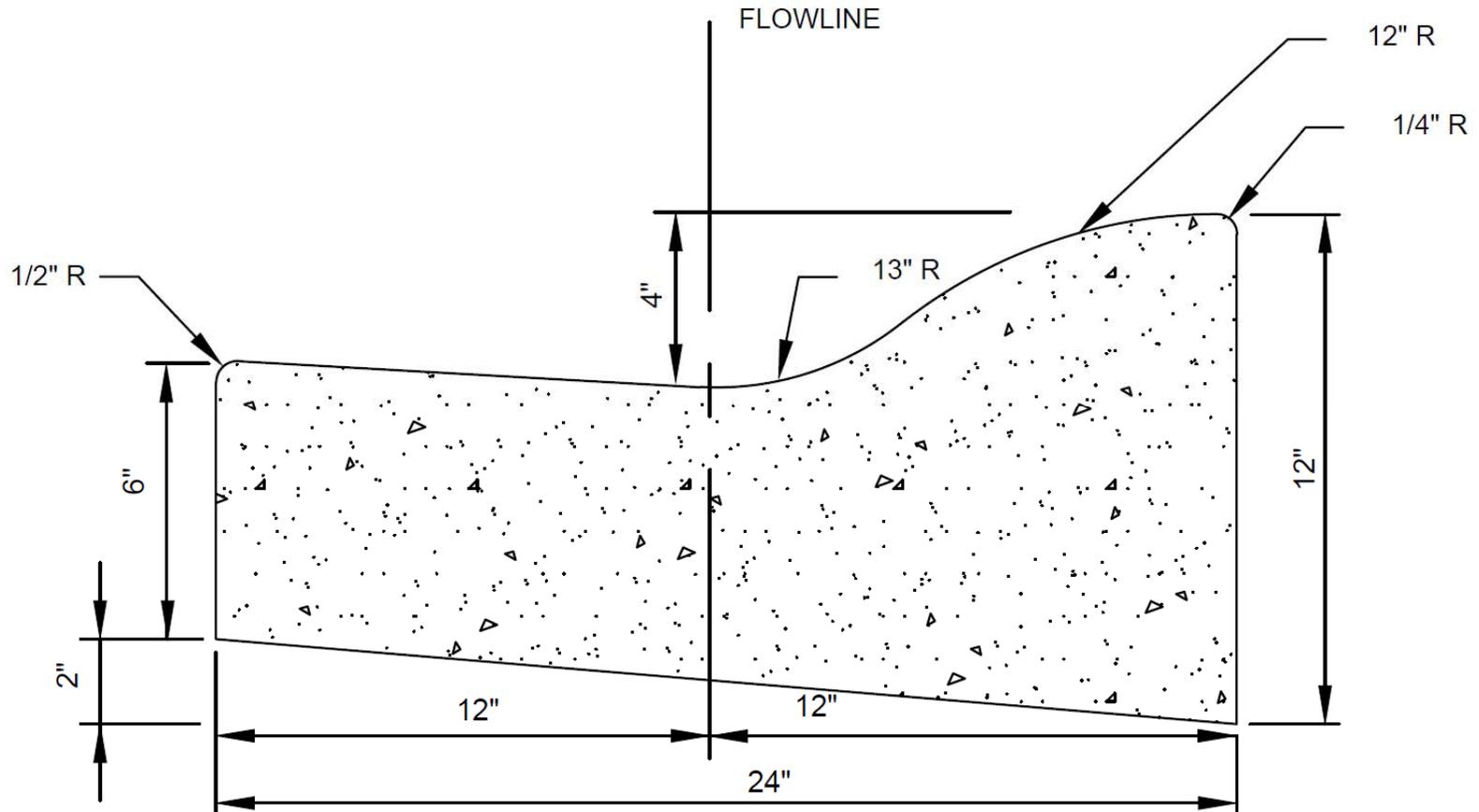
DRAWN BY: CURT

DATE: 8/23/16

SUBJECT: 3859 RIDGE ROAD ROE/TCA - APN 209-173-007

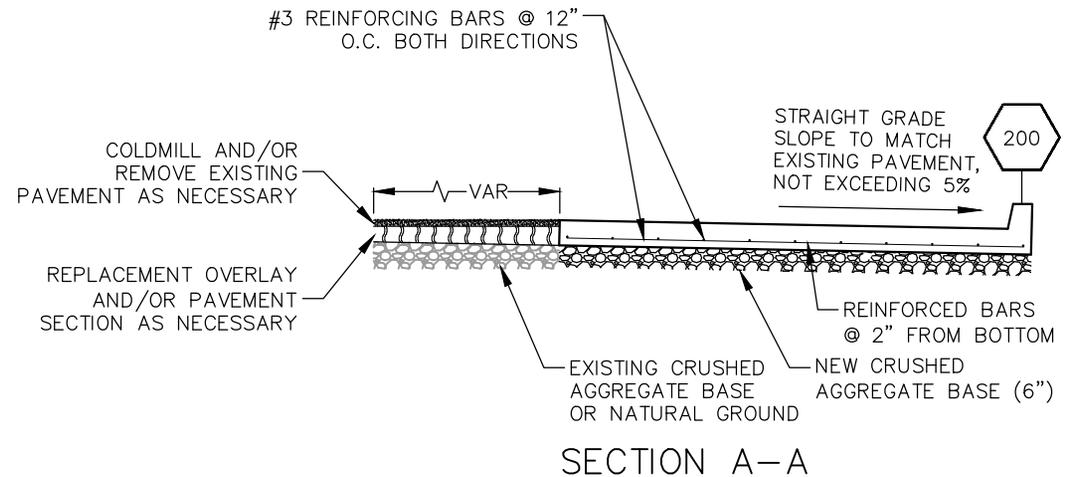
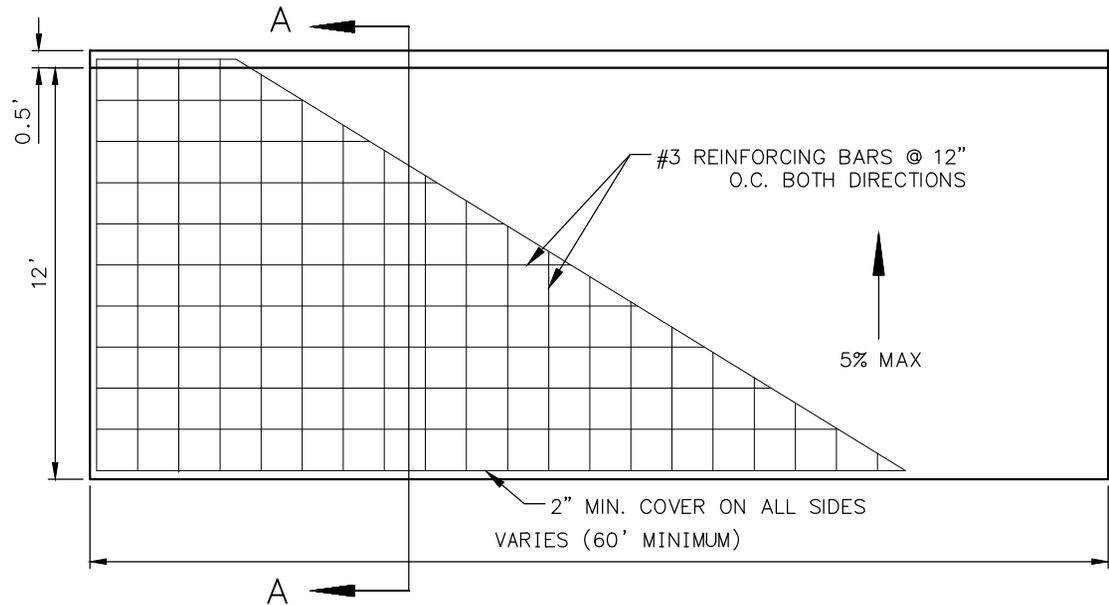
Detail A – Rolling Curb

*See City Standard 200 (M1) on Sheet 1 of Plan R-4273



CONSTRUCTION NOTES:

1. 8" CONCRETE SLAB SHALL BE CONSTRUCTED OVER 6" MIN. CLASS II CRUSHED AGGREGATE BASE. BASE SHALL BE COMPACTED TO 95%.
2. SLAB AND CURB SHALL BE POURED MONOLITHIC.
3. CONCRETE SHALL BE TYPE II/V (ASTM C-150) WITH COMPRESSIVE STRENGTH OF 3000 PSI @ 24 HOURS. (SEE SPECIAL PROVISIONS)
4. LONGITUDINAL JOINT SPACING SHALL BE AT 10'.
5. CONTRACTOR SHALL REMOVE AND DISPOSE EXISTING PAVEMENT SECTION AND SUBGRADE (OR EXISTING CONCRETE PAD) AS NECESSARY TO CONSTRUCT THE BUS PAD STRUCTURAL SECTION.
6. BUS PAD LENGTH SHALL EXTEND TO REVERSE TAPERS FOR TURNOUT BUS STOP LOCATIONS.
7. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
8. CROSS-SECTIONAL SLOPE SHALL NOT EXCEED 5%. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE FOR EACH LOCATION (3) WORKING DAYS PRIOR TO EXCAVATION FOR ENGINEER REVIEW.
9. VARIABLE GRIND AND OVERLAY (0.12' MIN.) AND/OR REMOVE AND RECONSTRUCT EXISTING PAVEMENT AS NECESSARY TO PROVIDE SMOOTH TRANSITION ON ALL SIDES OF CONCRETE PAD AS DIRECTED BY ENGINEER.
10. NEW MONOLITHIC CURB SHALL BE PAINTED RED (SEE SPECIAL PROVISIONS). "BUS ZONE" SHALL BE STENCILED (4" TALL) IN WHITE PAINT ON TOP OF RED CURB AND ON CURB FACE AT EACH END OF THE BUS PAD.
11. AT THE OPTION OF THE CONTRACTOR, THE CURB AND GUTTER MAY BE POURED SEPARATELY WITH CLASS S60-C-3250 CONCRETE AND WITH 18" MIN. OF EXPOSED #3 REBAR INSTALLED 12" O.C. TO BE SPLICED WITH PROPOSED BUS PAD REBAR. DOWELLING WILL NOT BE ALLOWED WITH THE EXCEPTION OF INTO AN EXISTING CATCH BASIN WITHIN THE BUS PAD LIMITS.
12. AT THE ENGINEER'S DISCRETION, THE CURB AND GUTTER MAY BE CONSTRUCTED WITH A 2.5" GUTTER LIP HIKE UP.



REINFORCED CONCRETE BUS PAD DETAIL

NOT TO SCALE



**Soil
Geology
Environmental
Material Testing**

**9980 Indiana Avenue, Suite 14
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Tel (951) 688-5400 Fax (951) 688-5200
www.geomatlabs.com**

April 25, 2016

Project No. 16052-01

TO: City of Riverside Public Works Department
3900 Main Street, Fourth Floor
Riverside, California 92522

ATTENTION: Mr. Tsang Huang

SUBJECT: Limited Geotechnical Pavement Investigation Report, 12 Locations on Chadbourne Avenue, Jones Avenue, Gaylord Street, Bushnell Avenue, and Ridge Road, in the City of Riverside, California

INTRODUCTION

Per your request, we have conducted a limited subsurface pavement exploration for twelve locations throughout the City of Riverside. The provided Plate 1 depicts the location of these streets and the requested explored locations.

The main purpose of the work is to provide actual thickness of the structural pavement section at the selected locations, visually classify the subgrade soils, determine subgrade moisture content for the twelve locations, and nine laboratory R-value determinations. We understand that this information is necessary for the rehabilitation design and construction of the subject streets.

SCOPE OF WORK

Our scope of work consisted of the following:

1. Visit the site to observe the site condition, overhead lines, apparent utilities, and traffic pattern.
2. Collect relevant subsurface information such as depth to groundwater
3. Mark borehole locations in accordance with plans.
4. Call USA to mark utilities
5. Review sewer and storm drain plans online
6. Visit the site prior to field work to assure that no conflict with underground utilities
7. Prepare traffic control plan per the Watch Manual
8. Apply for a no-fee permit
9. Call for inspection
10. Document observations of structural section and subgrade conditions
11. Collect soil samples for classification, moisture testing, and R-value determination

FIELD WORK

Twelve locations on Chadbourne Avenue, Jones Avenue, Gaylord Street, Bushnell Avenue, and Ridge Road, as shown on Plate 1, were marked in the field for Underground Service Alert prior to our field work. On April 18th, 2016, the marked locations were bored utilizing a CME 45 drill rig equipped with 6 inch diameter augers, to obtain access to the cross section of the existing pavement material and subgrade soils for observations, soil sampling, and pavement section measurement. The asphalt concrete pavement and base material thicknesses were measured, and soil samples were obtained from the selected locations for R-Value laboratory testing.

EXISTING PAVEMENT STRUCTURAL SECTION

Based on our exploration, the exposed structural pavement thickness is summarized in Table 1 presented in Appendix A.

R-VALUE

R-Values are based on laboratory testing of sub-grade material is summarized in Table 1 in Appendix A. Graphical representation of the R-value test results is attached in Appendix B.

MOISTURE TESTING

Laboratory moisture content testing of sub-grade material was conducted for the twelve coring locations and subgrade soil was visually classified. Refer to Table 1 in Appendix A for test results.

GROUNDWATER

Groundwater study is not within the scope of this work. Groundwater was not encountered in any of the core locations. Depth to highest historical groundwater for the core locations is presented in Table 2 in Appendix A. The selected wells in Table 2 are in our opinion reasonably close to the core locations. In areas where groundwater is shown in the table to be less than twenty feet below ground surface is likely to be closer to the surface in wet weather.

In areas of shallow bedrock perched water may buildup in wet season. As a result, rain water or irrigation water may mound on low hydraulic conductivity layers in the vadose zone or on bedrock which may alter saturated flow direction or reach surface. Movement of this water buildup laterally may cause seeps breakout on slopes.

Groundwater is not anticipated to impact the paving operation. Probable seasonal seep, run-off from elevated areas should not be precluded during wet season.

Please note that the potential for rain or irrigation water locally seeping through from adjacent elevated areas and showing up near grades cannot be precluded. Our experience indicates that surface or near-surface groundwater conditions can develop in areas where groundwater conditions did not exist before, especially in areas where a substantial increase in surface water infiltration results from landscape irrigation. Fluctuations in perched and static water elevations are likely to occur in the future due to variations in precipitation, temperature, consumptive uses, and other factors including urbanization and development. Mitigation for nuisance shallow seeps will be needed if encountered. These mitigations may include subdrains, horizontal drains, toe drains, french drains, heel drains or other devices.

SUBGRADE UNIFORMITY

If the street rehabilitation includes removal and replacement, the subgrade for pavement support must be firm, unyielding, and uniform with no abrupt horizontal changes in degree of support. Soft or wet spots should be excavated and recompacted with the same type of soil as found in adjacent subgrade or Class II base material. The upper 12-inches of subgrade should be moisture conditioned (dried or moistened) to near optimum moisture content and compacted to at least 95 percent (90 percent when pavement is provided with aggregate base) of the maximum dry density as determined by ASTM D 1557 prior to paving.

SITE DRAINAGE

The subgrade and surface of pavement should be provided with positive drainage. Drainage should be directed to established appropriate drainage structures. Water, either natural or by irrigation, should not be permitted to pond or saturate subgrade soils. Similarly, "bird baths" should not be allowed as they can result in early deterioration of pavement. Excessive planter and median watering should not be permitted in order to prevent water infiltration below the pavements, eroding the subgrade, and/or create subgrade pumping conditions under the wheel loading.

OBSERVATION AND TESTING

GeoMat Testing Laboratories should observe and test at the following stages:

- Observe pavement laydown and compaction and take sufficient compaction tests to verify adequacy of compaction.
- Observe plant operation and examine delivery tickets to verify that appropriate mix is being delivered to site.
- Take and record asphalt temperature during laydown
- When any unusual conditions are encountered.

LIMITATION OF INVESTIGATION

The recommendations provided in this report are based on existing conditions as exposed from limited exploration of the site. Evaluation of existing soil conditions is not within the scope of this study. This report has been prepared for the exclusive use of City of Riverside. If conditions are encountered during construction that appears to be different than anticipated, this office should be notified immediately. Design and construction revisions may be required. Our findings and recommendations were obtained in accordance with generally accepted professional principles and practices in geotechnical engineering. We make no other warranty, either expressed or implied.

If you should have any questions regarding this report, please do not hesitate to call our office. We appreciate this opportunity to be of service.

Submitted for GeoMat Testing Laboratories, Inc.


Haytham Nablisi, GE 2375
Project Engineer

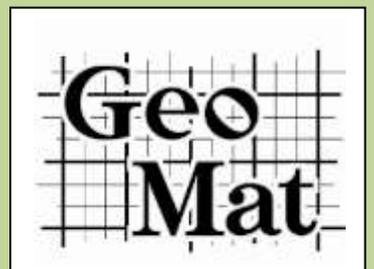


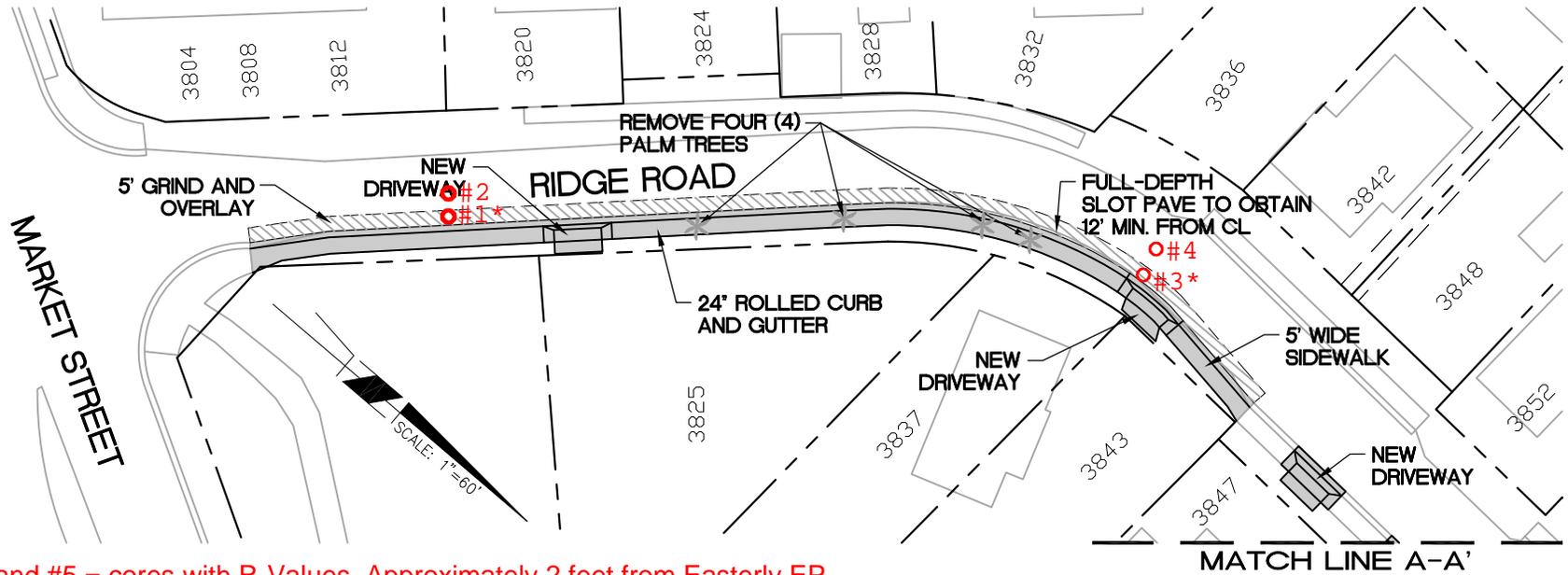

Art Martinez
Staff Engineer

Distribution [3] Addressee

Attachments: Appendix A Core Location Maps and Tables
Appendix B Laboratory R-value Test Result

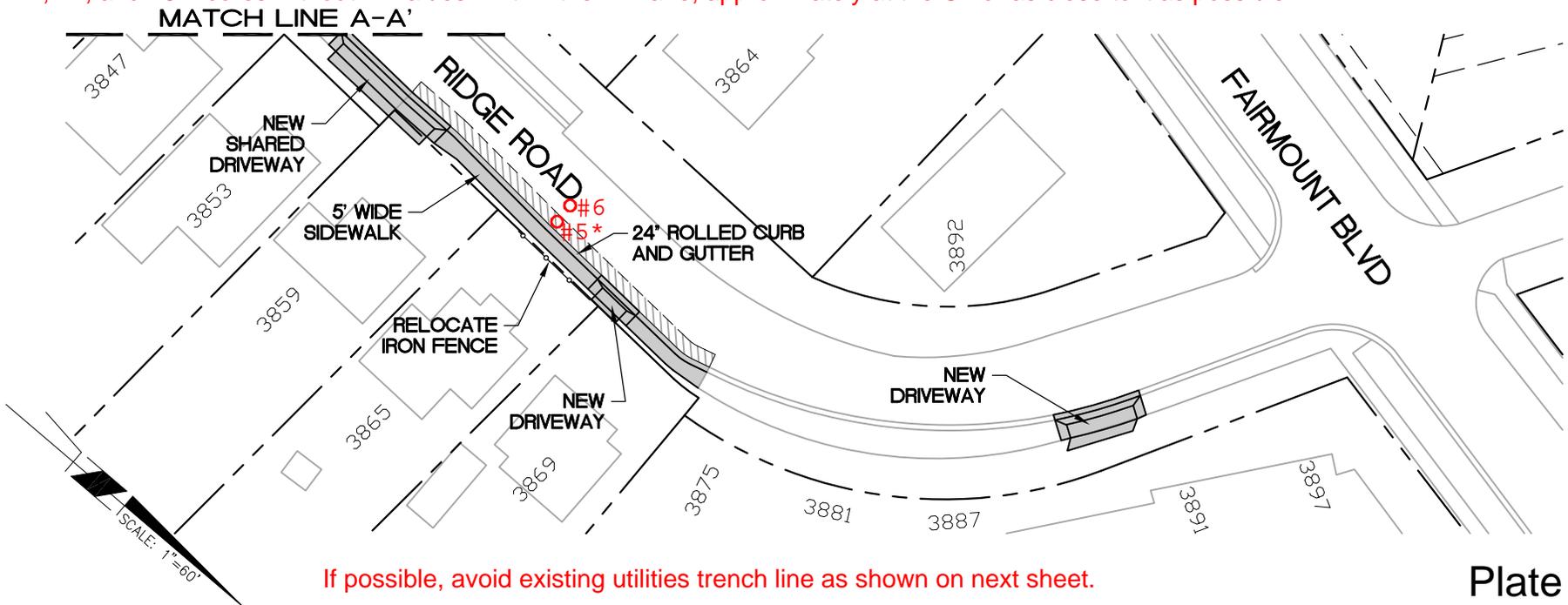
Appendix A





#1, #3, and #5 = cores with R-Values. Approximately 2 feet from Easterly EP.

#2, #4, and #6 = cores without R-Values. Within the NB lane, approximately at the CL or as close to it as possible.



If possible, avoid existing utilities trench line as shown on next sheet.

Twelve locations on Chadbourne Avenue, Jones Avenue, Gaylord Street, Bushnell Avenue, and Ridge Road

No.	Street	Moisture	AC (in)	First AB	Second AB	Rvalue	USCS Classification	Subgrade Material Description	Notes
1	Chadbourne Ave	7.6%	4.50	0	0	21	CL	Sandy Clay: Orange-Brown	
2	Jones Ave	9.1%	5.00	2.0" DG	0	10	CL	Sandy Clay: Orange-Brown	
3	Gaylord St	11.2%	6.25	0	0	8	CL	Sandy Clay: Orange-Brown	
4	Jones Ave	9.6%	8.00	0	0	6	CL	Sandy Clay: Orange-Brown	
5	Bushnell Ave	13.5%	9.50	0	0	11	CL	Sandy Clay: Orange-Brown	
6	Bushnell Ave	9.6%	4.00	0	0	16	CL	Sandy Clay: Orange-Brown	
1	Ridge Road	10.3%	7.00	4.0" SG	0	20	ML	Silt: Orange-Brown	
2	Ridge Road	10.3%	6.25	4.0" SG	0	X	ML	Silt: Orange-Brown	
3	Ridge Road	9.1%	7.50	3.0" SG	0	39	ML	Silt: Orange-Brown	
4	Ridge Road	9.3%	8.00	3.0" SG	0	X	ML	Silt: Orange-Brown	
5	Ridge Road	14.3%	5.50	3.0" SG	0	38	ML	Silt: Orange-Brown	
6	Ridge Road	10.2%	6.00	2.75" SG	0	X	ML	Silt: Orange-Brown	

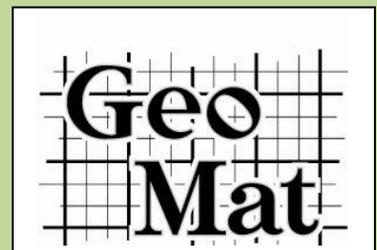
AB	Aggregate Base	DG	Decomposed Granite
0	No Base of any kind	X	Not Required
CN	Cemeneted treated base	MA	MacAdam
SG	Sand and Gravel		

TABLE 2

AVAILABLE NEAR-BY GROUNDWATER DATA

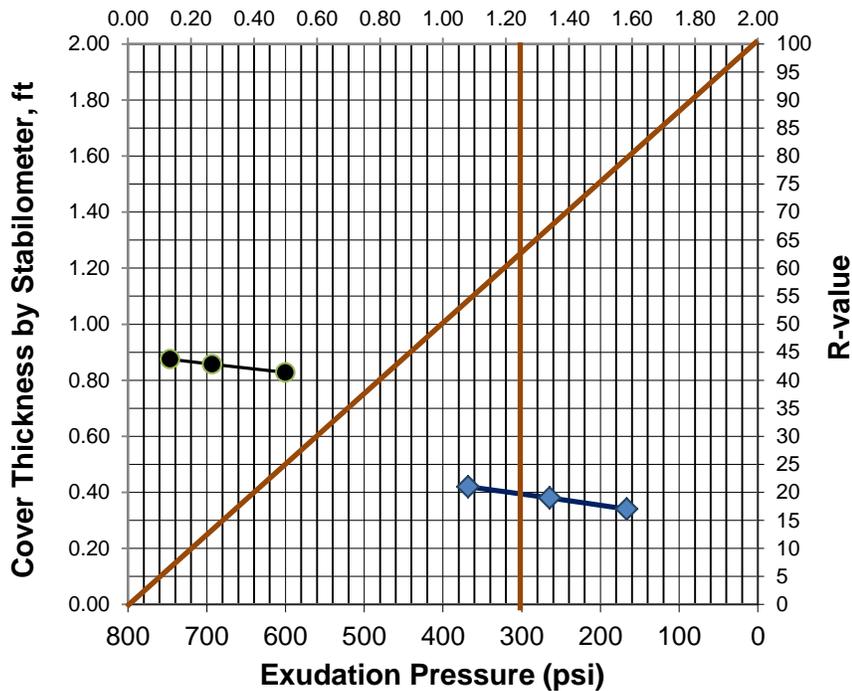
Near-By Well No.	Surface Elevation (ft)	Depth to Water (ft)	Date of Measurement	Applicable Cores
2S6W35Q	769	10	12/09/2008	Chadbourne Ave, Gaylord St Jones Ave
2S6W36P	689	51	05/01/1988	
2S6W36C	671	10	05/17/2005	
3S6W11A	722	28	12/28/1995	Bushnell Ave
3S6W11N	700	10	09/01/1996	
3S6W11P	704	8	04/22/2005	
2S5W23F001S	775	56	05/15/2003	Ridge Rd
2S5W14G002S	787	10	12/05/2001	
2S5W14J	782	58	05/03/2000	

Appendix B



R-Value Test Results

Cover Thickness by Expansion Pressure, ft



No.	Compact Pressure (psi)	Dry Density (pcf)	Moisture (%)	Expansion Pressure (psi)	Horizontal Pressure-psi at 160 psi	Sample Height (in)	Exudation Pressure (psi)	R-Value	Corrected R-Value
1	250	119.6	15.3	15	85	2.40	368	22	21
2	200	118.0	15.8	8	90	2.39	264	20	19
3	150	117.4	16.3	4	93	2.40	166	18	17

Test Method	CT 301
Sample Location	1 - Ridge Road
Sample Description	Orange Brown Sandy Silt
Notes	

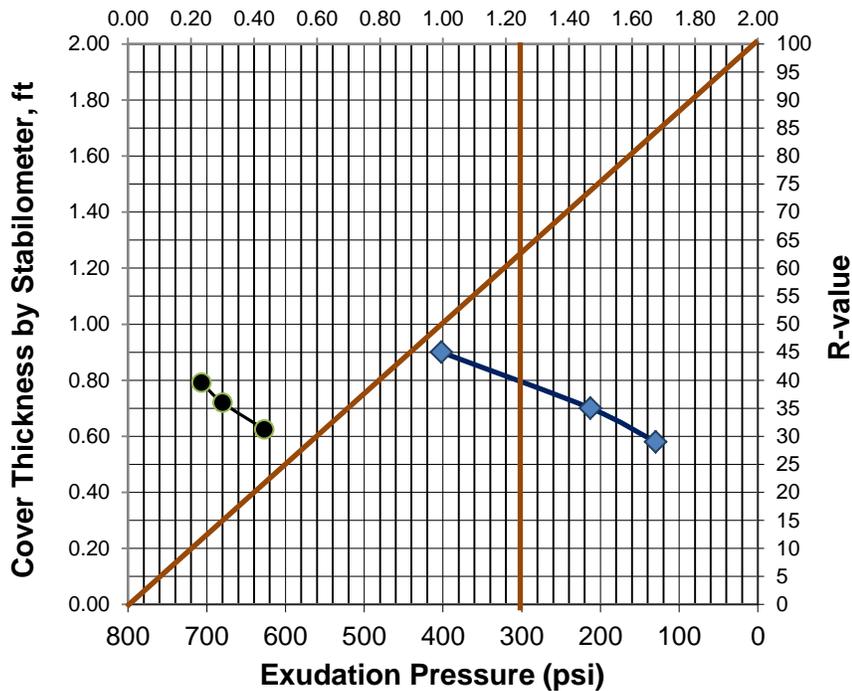
		1	2	3	
Assumed Traffic Index	5	Stability Thickness	0.83	0.86	0.88
Gravel Equivalent Factor	1.5	Exp. Pressure Thickness	0.50	0.27	0.13
Expansion, Stability Equilibrium	0				
R-Value by Expansion	N/A				
R-Value by Exudation	20				
R-Value at Equilibrium (Result)	20				

Project Name	RPW - Coring for Proposed Alvord Sidewalk
Project Location	Various Streets, Riverside, California
Client Name	Riverside Public Works
Project No.	16052-01



R-Value Test Results

Cover Thickness by Expansion Pressure, ft



No.	Compact Pressure (psi)	Dry Density (pcf)	Moisture (%)	Expansion Pressure (psi)	Horizontal Pressure-psi at 160 psi	Sample Height (in)	Exudation Pressure (psi)	R-Value	Corrected R-Value
1	350	114.6	15.1	13	52	2.68	402	41	45
2	300	113.5	15.6	9	61	2.68	213	32	35
3	250	112.3	16.1	7	70	2.68	130	26	29

Test Method	CT 301
Sample Location	3 - Ridge Road
Sample Description	Orange Brown Sandy Silt
Notes	

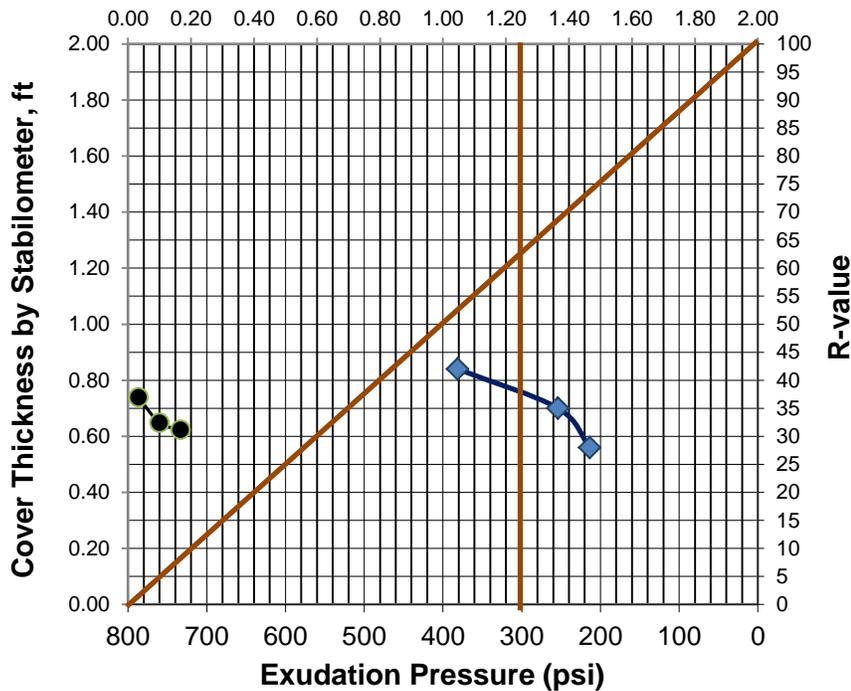
		1	2	3	
Assumed Traffic Index	5	Stability Thickness	0.62	0.72	0.79
Gravel Equivalent Factor	1.5	Exp. Pressure Thickness	0.43	0.30	0.23
Expansion, Stability Equilibrium	0				
R-Value by Expansion	N/A				
R-Value by Exudation	39				
R-Value at Equilibrium (Result)	39				

Project Name	RPW - Coring for Proposed Alvord Sidewalk
Project Location	Various Streets, Riverside, California
Client Name	Riverside Public Works
Project No.	16052-01



R-Value Test Results

Cover Thickness by Expansion Pressure, ft



No.	Compact Pressure (psi)	Dry Density (pcf)	Moisture (%)	Expansion Pressure (psi)	Horizontal Pressure-psi at 160 psi	Sample Height (in)	Exudation Pressure (psi)	R-Value	Corrected R-Value
1	350	120.2	14.3	5	53	2.51	381	42	42
2	300	120.1	14.8	3	56	2.35	254	39	35
3	250	119.1	15.3	1	68	2.34	213	31	28

Test Method	CT 301
Sample Location	5 - Ridge Road
Sample Description	Orange Brown Sandy Silt
Notes	

		1	2	3	
Assumed Traffic Index	5	Stability Thickness	0.62	0.65	0.74
Gravel Equivalent Factor	1.5	Exp. Pressure Thickness	0.17	0.10	0.03
Expansion, Stability Equilibrium	0				
R-Value by Expansion	N/A				
R-Value by Exudation	38				
R-Value at Equilibrium (Result)	38				

Project Name	RPW - Coring for Proposed Alvord Sidewalk
Project Location	Various Streets, Riverside, California
Client Name	Riverside Public Works
Project No.	16052-01





CITY OF RIVERSIDE

**PUBLIC UTILITIES DEPARTMENT
WATER DIVISION**

SPECIFICATION NO. 205

**FOR THE DESIGN AND INSTALLATION
OF POTABLE WATER DISTRIBUTION SYSTEMS**

PAGES 20-21, 44 AND 47-51 ONLY

October 2009

SECTION 210 - PAINT AND PROTECTIVE COATINGS

210-1.5 Paint Systems

210-1.6 PAINT AND PROTECTIVE COATINGS

4.06.1 Painting Schedule. All paint and protective coatings shall be holiday free. The following paint schedule shall apply to Water Division facilities:

- a. Gate Box Caps & Rims - 1 coat Rust-Oleum #1069 Primer and 2 coats of no marking paint, traffic blue, # 6703, or City approved equal.
- b. Air Valves - 1 coat Rust-Oleum #1069 Primer and 2 coats of Rust-Oleum #7638, Forest Green, Fuller O'Brien #312-81, Shutter Green, or Pervo #2428, Industrial Green.
- c. Fire Hydrants - 1 coat Rust-Oleum #1069 Primer and 2 coats of either Fire Hydrant Pervo #2420, Rust-Oleum #7644 Federal Safety Yellow or Fuller O'Brien #312-74 Hi-Way Yellow.
- d. Guard Posts: 1 coat of Rust-Oleum #1069, Primer and 2 coats of: Fuller O'Brien #312-81, Shutter Green, or Rust-Oleum #7638, Forest Green, or Pervo #2428, Industrial Green
- e. Vault Covers: 1 coat of Rust-Oleum #1069, Primer and 2 coats of: Rust-Oleum #473, Industrial Aluminum, or Pervo #2404, Aluminum
- f. Above Grade Piping: 1 coat of Dunn Edwards #43-5, Alkyd Primer and 2 coats of: Dunn Edwards, Syn-Lustro 10 Series, San Tan
- g. Fire Hydrants: 1 coat of Rust-Oleum #1069, Primer and 2 coats of: Fuller O'Brien #312-74, Hi-Way Yellow, or Rust-Oleum #7644, Federal Safety Yellow, or Pervo #2420, Fire Hydrant Yellow
- h. Blowoff Hydrants - 1 coat of Rust-Oleum #1060 Primer and 2 coats Rustoleum #7644, Federal Safety Yellow, Pervo #2420, or Fuller O'Brien #312-74, Hi-Way Yellow. (Top of Hydrant) Fuller

- O'Brien #312-80, National Blue Paint.
- i. Valves and Piping - Koppers #50, or City approved equal.
 - j. Curb Marking - Traffic Blue #6703, Vista Paint or City approved equal.
 - k. Miscellaneous Appurtenances - "Tnemec" Pota-Pox Plus series 140F epoxy coating, or City approved equal.
 - l. All paint and protective coatings shall be holiday free.
 - m. Suppliers
 - (1) Pervo Paint, Los Angeles - (213) 758-1147
 - (2) Fuller O'Brien, Fullerton - (714) 992-0720
 - (3) Vista Paint, Riverside - (951) 689-2501
 - (4) Decratrend, San Bernardino - (909) 888-3211

All the above paints, with the exception of red and black primer shall be **industrial strength**. A minimum thickness of 5 mils shall be attained after the final paint coat has dried.

~~**SECTION 250 - VALVING, APPURTENANCES AND MISCELLANEOUS MATERIALS**~~

~~**250-1 NUTS AND BOLTS.**~~

~~Where nuts and bolts are to be furnished for fastening flanged joints, they shall be hexagonal head machine bolts and hexagonal nuts. Steel Standard ASTM A-307 Grade B; dimensions of bolts and nuts, ANSI B-18.2.1; threads of bolts and nuts, ANSI B1.1 coarse thread series, Class 2A fit on bolts and Class 2B fit on the nuts; nuts and bolts shall be cadmium plated conforming to ASTM A-165, type TS; electroplated zinc per ASTM B-633, SC 1; or hot dip galvanized per ASTM A-153, Class C. Minimum bolt lengths shall be three or four threads showing after completely tightened. Break-off bolts shall have a hole drilled in the shank with the dimensions of 11/32 inch (for 5/8 inch bolts) and 13/32 inch (for 3/4 inch bolts) and 2 3/8 inch deep and shall be supplied filled with silicone.~~

~~**250-1.1 Check Valves.** Check valves 2 1/2 inch and larger shall conform to the following:~~

- ~~1. Valves shall be of a swing type with grooved ends complying with A.W.W.A. C-508. Valve bodies for valves up to 4 inches shall be bronze. Valve bodies for valves 6 inches to 12 inches shall be ductile iron.~~
- ~~2. Valves shall be designed for a working pressure of 175 psi.~~

- ~~7. Contractor shall show valve locations using "valve installation ties" per Section 306.9.11.~~

306-9.4 VALVE BOX INSTALLATIONS

1. The Contractor shall install valve box cap, sleeves, riser and valve operator extensions of the type indicated in the Standard Drawings at each valve location shown on the Plans.
2. Operator extensions and sleeves shall be centered and set plumb over the valve operator nut.
3. Shaft extension is required where the distance between the finished ground surface to the top of the valve operator nut is greater than 3.5 feet.
4. Operator extensions shall be fitted with an AWWA 2-inch square operating nut and a tapered socket end for the valve operating nut. The extension shaft shall extend from the valve nut to within 18-inches of the finished ground surface.
5. Operator extension shaft, nut, socket and centering guide shall be painted with one coat of red primer after fabrication.
6. The valve box caps shall be set flush to 1/4" above the finished pavement surface.
7. Where valve box installations are not within paved areas, a 3 foot square by 4-inch thick concrete pad shall be formed around the cap, set flush with finish elevation.
8. The valve box cap shall be painted per Section 310.
9. Valve box caps shall fit securely in the slip sleeves, to prevent displacement due to traffic loads.

306-9.4.1 Valve Box Adjustments

Valve boxes within an area to be paved will be set to the finished pavement grade by the Contractor after paving of the street. Repaving required as the result of adjusting the valve boxes to grade shall be the responsibility of the Contractor.

~~306-9.5 BLOW-OFF INSTALLATIONS~~

- ~~1. The Contractor shall install blow-off installations at the locations shown on the plans in accordance with Standard Drawings.~~
- ~~2. Temporary blow-offs may be used for pressure testing, flushing and disinfecting the main. City Forces will remove the temporary blow-off when making the tie-in to the existing City System. Temporary blow-off installation materials will be returned to the Contractor at the job site.~~

- ~~6. Saddles shall be used for all service connections of 2 inches or less.~~
- ~~7. Where meter boxes are located in sidewalk areas, a meter spacer and meter coupling shall be installed and a sleeve of sufficient diameter shall be laid beyond the sidewalk prior to sidewalk installation.~~
- ~~8. Due to a change in the Driveway (D/W) Approach Standard 302 by the PW department to conform with ADA requirements, the placement of the meter boxes are revised as follows:~~

~~Where the meter box falls with a D/W approach and the sidewalk being installed is curb sidewalk, (this is Type Curb-I typical section), the front of the meter box needs to be placed 3 feet from the back of the curb. This will allow the box to fit in the flat sidewalk area of the D/W. The service run and angle ball meter stop will need to be set back accordingly. Ultimately, the Public Works inspector will need to make final acceptance of these installations.~~

306-9.13 PRECAST VAULT, MANHOLE & METER BOX INSTALLATIONS

1. The Contractor shall install precast vaults, manholes and meter boxes at the locations shown on the Plans or Standard Drawings.
2. The Plans or Standard Drawing shall indicate the station, location and size of the installation.
3. Cement for vault and manhole footings shall be Type II. Concrete shall be 480-B-2000, and poured against undisturbed or well compacted soil to the dimensions shown on the Plans or Standard Drawings.
4. All vaults and meter boxes located in sidewalk or paved areas shall be set flush with the existing surface.

~~306-9.14 CONNECTIONS TO EXISTING MAINS~~

~~The Water Division will make all wet tap connections to existing mains (except large services installed by contractor) and make closures thereto unless otherwise shown on the Plans.~~

~~The Contractor shall verify the station, offset, and depth of the existing connection prior to laying the last 100 feet toward that station.~~

~~The Contractor shall make necessary cut to fit, adjusting line and grade as necessary.~~

~~After the chlorination and pressure tests have passed inspection, but prior to final paving, the system connection closures will be made by the City of Riverside Field Forces unless specified otherwise on the plans. **If City Forces have to make corrections to the line or**~~

~~grade to make the system connections then all labor and materials to perform the work shall be charged to the Contractor.~~

~~306-10 PROTECTIVE COATING~~

~~All ferrous metal fittings and joints (valves, couplings, flanges, etc.) in contact with the soil shall be coated with one coat of Koppers #50 bitumastic after assembly to the main line pipe and shall be wrapped with two layers of 8 mil polyethylene which shall be secured to the pipe with two inch wide Scotchwrap #50 or City approved equal.~~

~~306-11 FIRE HYDRANT INSTALLATIONS~~

- ~~1. The Contractor shall install fire hydrants at the locations shown on the Plans in accordance with Standard Drawings.~~
- ~~2. The Plans shall indicate the outlet station, type, direction and location of the fire hydrant assembly.~~
- ~~3. The lateral between the outlet valve and the Fire Hydrant bury shall be a continuous run of all ductile iron pipe with approved joints.~~
- ~~4. The Contractor shall use non-breakaway flanged spools to adjust the Fire Hydrant to proper grade.~~
- ~~5. Fire Hydrant shall be painted per Section 310.~~
- ~~6. The bolts used to attach the Fire Hydrant to bury shall be counterbore knock off bolt type. Bolts shall be installed with threads pointing up and pack the counter bore with no oxide grease, silicon, or approved equal.~~
- ~~7. The number and position of guard posts will be shown on the plans.~~
- ~~8. Warf Head hydrants shall be installed only with the approval of the Engineer.~~
- ~~9. Contractor shall install hydrant markers in conformance with State of California, Department of Transportation State Standard Specifications, Section 85, and Standard Drawing No. C.W.D. 700.~~

310 PAINTING

310-1 General

310-1.5 Painting Schedule

<u>Item</u>	<u>Color (1)</u>	<u>No. of Coats</u>
-------------	------------------	---------------------

Gate Box Caps and Rims	Red (primer)	1
	Blue	2
Air Valves	Red (primer)	1
	Green	2
Air Valve Guard Posts	Red (primer)	1
	Green	2
Vault Covers (top)	Red (primer)	1
	Aluminum	2
Guard Posts	Red (primer)	1
	Yellow	2
Vault Covers (underside)	Black	2
Fire Hydrants	Red (primer)	1
	Yellow	2
Fire Hydrant Guard Posts	Red (primer)	1
	Yellow	2
Manhole Covers	Red (primer)	1
	Green	2
Meter Piping and Valves	Black	2
Witness Posts	Sealant	1
	White	2

(1) Refer to Section 210 for description of color designation, approved manufacturers, and thickness of final application.

310-5.6 Painting Traffic Striping, Pavement Markings and Curb Markings

Striping and pavement markings for temporary detours and pavement restoration, shall conform to the provision of Sections 210, "Paint and Protective Coatings". Pavement Markings and Curb Markings" of the Standard Specifications and these special provisions. Striping and marking shall be under the direction of the City of Riverside Public Works, Chief Construction Inspector, phone (951) 826-5346.

The Contractor shall provide for temporary or permanent striping on the same day the street is paved or resurfaced. Under no circumstances shall the traveled way be without lane delineation.

Permanent and/or temporary striping shall be placed on the pavement surface within 48 hours after notification by the Engineer. Pursuant to this requirement, the Contractor's attention is directed to Section 7-10 "Public Convenience And Safety" of the Standard Specifications.

As an option, reflective adhesive tape may be utilized for temporary striping. For dashed four (4) inch lane lines a minimum three (3) foot strip of tape shall be placed at twelve (12) foot intervals (gaps) regardless of the posted speed for the zone requiring temporary striping.

The Contractor shall be required to remove all reflective adhesive tape applied to the pavement surface.

Temporary striping shall also include the designation (paint or tape) of crosswalks at signalized intersections. Implementation shall be as directed by the Engineer.

If the job is suspended because of weather or for any other reason, the Contractor shall be responsible for applying temporary striping as specified herein, and to maintain (repaint/retape) the temporary striping as directed by the Engineer. Said Section 7-10.1 of the Standard Specifications will apply.

In addition to the requirements of Section 310-5.6.8 "Application of Paint" for bituminous seal coats, the Contractor shall apply two coats of paint to any new pavement surface. There shall be a minimum of 2 days between applications. This requirement shall not apply when painting over existing paint and/or existing untreated pavement surface. The two (2) applications requirement applies to permanent striping and pavement markings.

"Cat tracking" (premarking) for permanent and temporary striping shall consist of placing spots of paint not more than 3 inches in width and not more than 5 feet apart along the line established. Paint for "cat tracks" shall be the same as that used for the traffic stripe for which it is placed. If painting is scheduled on the same day as "cat tracking", the spray can method may be used in lieu of the requirements specified herein.

The Contractor is responsible for a straight layout with smooth long radius curves with no abrupt radius changes. Connecting curves shall be an appropriate radius to provide for smooth traffic flow at prevailing speeds. All transitions shall be approved by the Public Works Inspector prior to painting. Angle points and off-sets in the striping will not be allowed.

Striping details not shown on the plans or specified in Sec. 310-5.6.4 shall be done in conformance with the Traffic Manual as published by Caltrans.

All paint premarking ("cat tracking") for permanent striping is subject to the approval of the Public Works inspector prior to painting. The rope used for premarking shall have a minimum length of 500 feet of continuous fabrication, or longer if needed for smooth layout.

Drips, overspray or improper markings shall be immediately removed from the pavement surface by blast cleaning or methods approved by the Public Works Inspector at the Contractor's expense.

The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 3 inches from the lengths shown on the plans.

The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a "suitable" striping machine will be able to repeat the pattern and superimpose additional coats of paint upon the traffic stripe being painted.

Where the traffic stripe is of such a nature, either due to configuration or location, as to render the striping machine unsuitable for use, traffic paint and glass spheres may be applied by other approved methods and equipment. The Public Works inspector will determine if the striping machine is unsuitable for a particular use.

All stencils and templates shall conform in configuration and size to the state of California, Department of Transportation "legends."

The Public Works Inspector has the discretion to require random testing and sampling of the items covered herein. 10 percent, or greater, failure of samples of items shall be cause for rejection.

310-5.7 Traffic Stripe and Pavement Marker Removal

Temporary construction zone traffic stripes and pavement markings shall be removed as directed by the Engineer.

Removal of traffic striping shall be accomplished through the method of wet "sandblasting" or other approved methods. The sandblasting operation shall be continued until all of the stripes, markers, debris or other materials are removed to the satisfaction of the Engineer. When sandblasting within 10 feet of a lane occupied by public traffic, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Striping equipment shall meet all applicable standards of the United States Environmental Protection Agency and the Riverside County Air Pollution Control District.

Areas of removed striping shall be feathered as not to leave a distinct shape of the removed painted item.

Measurement of the double yellow centerline shall be 0.667 square foot per linear foot.

Beach sand containing salt or excessive amounts of silt will not be allowed.

The development of a water supply and all water required for the striping work and its application shall be by a method approved by the Engineer. All equipment used for the application of water shall be equipped with a positive means of shutoff. If the Contractor elects to use water from the City water system, he shall make arrangements with the Public Utilities Department of the City of Riverside and pay for all water used and comply with NPDES requirements.

313 "AS BUILT" DRAWINGS

~~After construction has been completed, and before pressure test can be scheduled, "As Built" drawings shall be submitted by the contractor showing pipe size, material, class and/or pipe thickness, the actual locations (invert elevations) and stations of all valves, tees, and special fittings. Service connections to the main are stationed on pipeline stationing. The Contractor shall show lengths of installed services and stationing of service corp stops, and note any deviations from the original plans on the "As Built" drawings. "As Built" drawings shall be prepared on a clean print and shall be legibly marked in red ink.~~

**CITY OF RIVERSIDE
BEST MANAGEMENT PRACTICES
FOR TYPICAL CONSTRUCTION ACTIVITIES**

The discharge of any pollutants into the City storm drain system or natural drainage areas is prohibited per Section 14 of the City Municipal Code and the Riverside County Area-Wide Municipal Storm water permit issued by the State Water Resources Control Board. Drainage from construction sites and construction activities is prohibited from entering the City storm drain system and natural drainage areas. Any violations of the above provisions are subject to fines by the City and by the State Water Resources Control Board.

The following best management practices (BMPs) are to be implemented for the construction activities listed. These BMPs are considered to be a minimum of the activities necessary to protect the City storm drain system. The contractor may be required to implement further BMPs to assure no pollutant discharges enter the storm drain system. The contractor needs to work closely with the City inspector to identify any further BMPs, which may be necessary.

CONSTRUCTION ACTIVITIES	BEST MANAGEMENT PRACTICE
Portable Toilets	<ul style="list-style-type: none"> - The toilets may not be located in the street right of way. Perimeter protection must be placed around the toilet area to contain any drainage from toilet cleaning activities.
Sawcutting, grinding, paving	<ul style="list-style-type: none"> - Debris from these types of activities are to be swept or vacuumed daily (at a minimum) and disposed of at a landfill. - Drainage from these activities shall be contained or the catch basins down stream of these activities will be protected with sand bags. - Drainage contained shall be vacuumed daily (at a minimum) and the remaining debris disposed of at a landfill.
Concrete wash outs	<ul style="list-style-type: none"> - A washout/spoil area on site must be identified that will contain the concrete washout wastewater. The debris shall be removed at the end of the day, or; - The washout must be contained and removed off site daily.
Trenching	<ul style="list-style-type: none"> - Perimeter protection of the trenching spoil or trench area itself must be provided to prevent any erosion from the site, and - Catch basin protection must be provided to prevent drainage from entering the storm

	<p>drain system.</p> <ul style="list-style-type: none"> - Any sediment or debris shall be swept up daily at a minimum.
Spoil piles	<ul style="list-style-type: none"> - Spoil piles with the potential for draining off-site shall have perimeter erosion control and may need temporary cover.
Tracking	<ul style="list-style-type: none"> - Tracking pads are required for larger jobs as well as a continual sweeping plan. - Smaller jobs must sweep daily.
Vehicle maintenance	<ul style="list-style-type: none"> - Regularly scheduled vehicle maintenance activities such as oil changes and fluid refills shall be conducted off-site. - Any chemicals leaking from faulty equipment will be contained and repaired immediately. - A spill response plan must be identified that properly contains and disposes of any potential spill or leaks of hazardous materials including at a minimum oil, grease, hydraulic fluid, etc.
Vehicle washing	<ul style="list-style-type: none"> - Vehicle washing shall not occur on site
Sloped areas	<ul style="list-style-type: none"> - Sloped areas shall at a minimum be protected by perimeter erosion control. Larger slopes may also need erosion control at the top of slopes. These BMPs shall stay in place and be maintained until after the landscaping has completely been established.

Contractor Name/Logo

NOTICE OF CONSTRUCTION

Project Name – Bid Number

Contractor Name has been contracted by the City of Riverside Public Works Department to construct the **Project Name and Bid Number**.

List type of work - example below;

The project consists of removal and replacement of damaged curb, gutter, sidewalk, driveway approaches, cross gutters, ADA non-compliant wheelchair ramps and construction of new wheelchair ramps where needed, in addition, work will include the rehabilitation of the asphalt pavement including striping, markings and signing in your area.

List locations and dates example below;

Insert Location/s
Insert Working Dates

Temporary No Parking signs will be posted at least 48 Hours in advance of the actual work on your street. Dates and times that parking is restricted will also be posted. Access for emergency vehicles, pedestrians and traffic will be maintained at all times. Also, trash pick-up service will not be impacted. We ask that you refrain from running excess water in the gutters during construction as it may delay the work.

Please keep children and pets away from construction zones. Please note that asphalt paving products contain oil and are very hot and sticky to the touch when applied. Once asphalt is placed it needs ample time to cool down.

Should you have any questions, please call our **Contractor Name** at **XXX XXX-XXXX** or if your concern is of an emergency nature please call **Contact Name** at **XXX XXX-XXXX** 24 hours. Thank you in advance for your cooperation during construction. We look forward to completion of a successful project.



City of Riverside

NOPC # _____

FOR CITY USE ONLY	
Received by _____	Date _____

NOTICE OF POTENTIAL CLAIM

TO	CONTRACT BID NUMBER	DATE
----	---------------------	------

This is a Notice of Potential Claim for additional compensation pursuant to Section 3-7 of the Special Provisions.

The particular circumstances of this potential claim are described in detail as follows:

The reasons for which I believe additional compensation and/or time may be due are:

The nature of the costs involved and the amount of the potential claim are described as follows:
(If accurate cost figures are not available, provide an estimate, or describe the types of expenses involved.)

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered unless resolved, must be restated as a claim in response to the City's proposed final estimate in accordance with Section 9-4 of the Standard Specifications.

SUBCONTRACTOR or CONTRACTOR
(Circle One)

(Authorized Representative)

For subcontractor notice of potential claim

This notice of potential claim is acknowledged and forwarded by

PRIME CONTRACTOR

(Authorized Representative)

CONTRACT RELATED DOCUMENTS

PERFORMANCE BOND

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2016, the CITY OF RIVERSIDE ("CITY") awarded to _____ ("PRINCIPAL") a contract for performance of the work described as **2016/2017 Miscellaneous Street Improvements at Various Locations; Bid No. 7436** ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the CONTRACT; and

WHEREAS, _____ ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of _____ Dollars (\$_____), for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

If lawsuit is brought by CITY on this BOND, PRINCIPAL and SURETY shall pay to CITY, over and above the principal sum hereof, reasonable costs and attorney's fees which the court is hereby authorized to award.

IN WITNESS WHEREOF, we sign and seal this BOND on _____ .

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Telephone Number _____

Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

PAYMENT BOND

Bond No.

Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2015, the CITY OF RIVERSIDE ("CITY") awarded to _____ ("PRINCIPAL") a contract for performance of the work described as **2016/2017 Miscellaneous Street Improvements at Various Locations**; Bid No. **7436** ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 3248(b); and

WHEREAS, _____ ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of _____ Dollars (\$ _____), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, we sign and seal this BOND on _____ .

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Principal

By _____ (Seal)

Typed Name and Title

Surety

Attorney-In-Fact (Seal)

Telephone Number _____

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

**GENERAL AND/OR AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

CITY OF RIVERSIDE

Named Insured and Address:
 Contractor's Name:
 Contractor's Address:
 General description of agreement(s) and/or activity(s) insured: **2016/2017 Miscellaneous Street Improvements at Various Locations**

Notwithstanding any inconsistent statement in the policy to which this endorsement pertains or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Riverside and its officers and employees are additional insured thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the additional insured.
3. The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the Risk Manager of the City of Riverside by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE AS FOLLOWS:

Risk Manager
 City of Riverside
 City Hall, 3900 Main Street
 Riverside, California 92522

ISSUE ENDORSEMENT TO:

City of Riverside
 c/o City Attorney
 City Hall, 3900 Main Street
 Riverside, California 92522

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy.

Endorsement No.	Effective Date:	Policy No.:
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TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD:
FROM: _____ TO: _____

LIMITS OF LIABILITY:

**GENERAL AND/OR AUTOMOBILE LIABILITY
 ADDITIONAL INSURED ENDORSEMENT
 CITY OF RIVERSIDE**

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient.) Scheduled items or locations are to be identified on an attached sheet.

INCLUDES:

- | | |
|---|--|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Incidental Medical Malpractice |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Garagekeepers Legal Liability
(Primary) \$ |
| <input type="checkbox"/> Personal Injury | <input type="checkbox"/> Owned Automobiles |
| <input type="checkbox"/> Broad Form Liability Endorsement | <input type="checkbox"/> Non-owned Automobiles |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Hired Automobiles |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> |
| <input type="checkbox"/> _____ | <input type="checkbox"/> |

EXCLUDES:

DEDUCTIBLE: A deductible or self-insured retention (strike out one) of \$
 applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

 Insurance Company

 Address

I, _____ (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

 Signature of Authorized Representative
 (Original Signature only; No Facsimile Signature or Initialed Signature Accepted)

Executed at _____, _____ on _____, 2015.

Phone No.: (_____) _____

AGREEMENT FOR CONSTRUCTION

PROJECT NAME

BID NO. _____

CONTRACTOR'S NAME

This Agreement for Construction ("Agreement") is entered into on this _____ day of _____, 20____, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation ("City") and [CONTRACTOR'S NAME, business entity type, mailing address], State Contractor's License No. _____, ("Contractor"). Hereinafter, the City and the Contractor may be referred to collectively as the "Parties." The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of [NAME OF PROJECT] which is covered in the Contractor's Bid Proposal (the "Work"), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the Special Provisions Section 1-2.

1.2 **Contract Documents.**

The "Contract Documents," except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor's performance obligations:

- (1) Permits from the City's Building, Fire, Planning, Public Works and Public Utilities Departments and similar Governmental Approvals for the Work required by applicable law.
- (2) Change Orders and other Modifications issued after execution of the Agreement.
- (3) This Agreement, as signed by the Parties, including the following exhibit, as well as any other exhibits, attachments, and Certificates of Insurance and Additional insured endorsements for Contractor:

Exhibit "A" – Workers Compensation Certification

- (4) Addenda with later Addenda having priority over earlier Addenda issued as follows:

Addendum No. _____, issued _____, 20____, _____ pages.

- (5) Contractors Bid Proposal, for the above-referenced Bid No. [REDACTED] (comprised of Notice Inviting Bids, Instructions to Bidders and attachments, Electronic Bid Schedule of Prices, Electronic List of Subcontractors, Proposal, Signature Certification/Authorization, Bid Guaranty, and where applicable, Contractor Qualification Statement and/or Subcontractor Qualification Statement.
- (6) Special Provisions and Standard Specifications
- (7) City and other agency's Standard Drawings.
- (8) All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in Section 2.5-2 of the 2012 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 – CONTRACT PRICE AND PAYMENT

2.1 **Contract Price.** City shall pay Contractor the Contract Price of [REDACTED] Dollars (\$ [REDACTED]) which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on Schedule C of applicable sales tax returns, in accordance with State Board of Equalization Operations Memo 1023. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit,

interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

2.2 Changes to the Contract Price. Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

2.3 Payment Procedures.

Within sixty (60) days after City accepts final completion of the work and issues the Notice of Completion, excluding Plant Establishment, if applicable, City shall pay Contractor the amounts City deducted and retained from Contractor's progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the value of disputed amounts for incomplete or non-conforming work.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Date of Commencement/Notice to Proceed. The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed and/or approved by the City.

3.2 Contract Time. Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within _____ (____) working days after the date specified to Contractor in the Notice to Proceed issued by City.

ARTICLE 4 – LIQUIDATED DAMAGES

4.1 Amounts of Liquidated Damages.

4.1.1 Delay in Substantial Completion of the Work. Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 and/or 6-7 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of Dollars (\$_____). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

In addition, once a street has been posted for temporary no parking, the failure of the Contractor to meet or complete Contractor's daily schedule as required by Section 7-10.4.6 of the Special Provisions due to conditions under Contractor's control will result in damages sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day Contractor fails to meet and complete the schedule after the posting and after the time provision for changes in the schedule have elapsed, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of _____ Dollars (\$_____). Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

Additional liquidated damages shall be assessed in the amount of _____ Dollars (\$_____) per calendar day for failure to complete adjustment of the manhole covers to grade within the time limits specified in Section 301-1 of the Special Provisions. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

Additional liquidated damages shall be assessed in the amount of _____ Dollars (\$_____) per incident that the Contractor reduces the traveled way width and/or stores construction equipment within public streets and right of way beyond the hours specified in Section 7-10.1.1 of these Special Provisions. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of _____ Dollars (\$_____) per incident that the Superintendent fails to meet with the Engineer as described in Section 7-6 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of _____ Dollars (\$_____) per calendar day for failure to comply with the State Permit for Storm Water Discharge Associated with Construction Activity during all phases of construction and for failure to complete, implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) within the periods specified in Section 7-8.6 of the Special Provisions. These liquidated damages are in addition to the right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of _____ Dollars (\$_____) per incident that the Contractor fails to install the Best Management Practices (BMP's) within twenty-four (24) hours of notification as described in Section 7-8.6.5 of the Special Provisions. These liquidated damages are in addition to the

right of the City to suspend work as described in Section 7-6. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such incidents occur.

Additional liquidated damages shall be assessed in the amount of ****[This LD applies to projects using CM2 or CM3, replacing existing sidewalk, driveway, or driveway approaches, constructing new or replacing existing wheelchair ramps and the adjacent curb and gutter, or where asphalt slots are created. Delete otherwise. Be sure the same amount is used in Proposal Page 1 and in the Sample Agreement]**** \$_____per incident that the Contractor fails to pave the roadway after the commencement of Cold Milling (Types CM2 and CM3) work; fails to pour concrete after the commencement of excavation work for all new sidewalks, driveways, driveway match-ups, wheelchair ramps, and/or curb and gutter; or fails to complete the asphalt repair for the open slots within the allotted time requirements as described in associated sections within Part 3 of these Special Provisions.

ARTICLE 5 – CLAIMS AND DISPUTES

5.1 Notice of Claims. Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract in accordance with the Special Provisions, shall constitute a waiver of Contractor’s right to additional compensation and/or extension of time.

5.2 Government Code Claims Procedures. Contractor further acknowledges that notwithstanding Contractor’s compliance with the claims procedures set forth in the Special Provisions, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained in the Special Provisions shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

ARTICLE 6 – LOCAL BUSINESS LICENSE, TAXES AND FEES

6.1 Business Tax Certificate and Governmental Approvals. As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 5.04 of the Riverside Municipal Code to operate in the City of Riverside, and shall also secure and maintain at all times during performance of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

6.2 Offsets. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 7 – BONDS

7.1 **Performance and Payment Bonds.** Prior to City’s execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder’s rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 8 – WORKERS’ COMPENSATION INSURANCE

8.1 **Workers’ Compensation Insurance Certificate.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers’ compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers’ compensation certification attached hereto as Exhibit “A” and incorporated herein by reference.

8.2 **Evidence of Coverage.** Prior to the City’s execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

8.3 **Carrier Rating.** Contractor’s workers’ compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder’s rating of A or higher and a Financial Class of VII or larger.

8.4 **Subcontractor Worker’s Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers’ compensation insurance, meeting or exceeding the coverage’s and amounts that California law requires.

ARTICLE 9 – CONTRACTOR’S LIABILITY INSURANCE

9.1 **Minimum Scope.** Prior to City’s execution of this Agreement and Contractor’s commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile

liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

9.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

9.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

9.3.1 Commercial General Liability: Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

9.3.2 Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

9.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code §7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

[use if Builder's Risk Insurance not required]

9.3.3 Installation Floater Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, a Builder's Risk Installation Floater for coverage of Contractor's labor, materials and equipment to be used for completion of the work performed under this Agreement. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor's labor, equipment, materials, or fixtures to be installed, in transit, or stored off-site or on-site during the performance of this Agreement. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their

interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

9.4 Notice of Cancellation and Renewals. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

9.5 All Coverage's. The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **five (5) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.
- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside, and its officers and employees are added as additional insureds under this policy."

9.6 Certificates of Insurance, Additional Insured Endorsements and Deductibles. Prior to execution of the Agreement, and thereafter upon City's request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured's under each policy.

9.7 Contractor's Failure to Provide Required Insurance. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

9.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor's and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

9.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

9.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

9.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 10 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 10 - INDEMNITY/DUTY TO DEFEND

10.1 Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10.2 Duty to Defend. Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not

liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.3 Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

10.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.6 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

10.7 Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall

have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

ARTICLE 11 – PREVAILING WAGES

11.1 Public Work Project.

This Project is a public work as defined in California Labor Code Section 1720. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations (“DIR”) under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Contractor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

11.2 California Labor Code. Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day’s work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

ARTICLE 12 – MISCELLANEOUS

12.1 Non-Discrimination. Except as provided in Section 12940 of the California Government Code, during Contractor’s performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, genetic information, gender, gender identity, or gender expression, in the selection and retention of employees and subcontractors and the procurement of materials and equipment.

Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

12.2 **Notice.** Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

<u>City</u>	<u>Contractor</u>
City of Riverside <u> </u> Director	Name of Company
3900 Main Street	Contact
Riverside, CA 92522	Address
	City, State, ZIP

12.3 **City’s Right to Access and Audit Contractor’s Project Documents.**

A. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

B. The City and/or its authorized auditors or representatives, shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor’s records for a period of at least three (3) years after termination of the Contract and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor’s performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to Owner and/or its authorized auditors or representatives and cooperate with the Owner and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

12.4 **Venue and Attorneys’ Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and

the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed all parties shall bear their own attorneys' fees.

12.5 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

12.6 Signature Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

12.7 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

INSERT NAME OF CONTRACTOR,
[Entity]

By: _____
City Manager

By: _____

[Printed Name and Title]

Attest: _____
City Clerk

By: _____

[Printed Name and Title]

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

Exhibit "A"

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATED: _____

INSERT CONTRACTOR'S NAME

By _____

Printed Name and Title

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Principals of the _____, a joint venture existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this joint venture and that his execution thereof shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Managing Partner

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Partners of the _____, a Partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this partnership and that his execution thereof shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner

PROPOSAL FORMS

PROPOSAL FOR CONSTRUCTING

**2016/2017 MISCELLANEOUS STREET IMPROVEMENTS
AT VARIOUS LOCATIONS**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF RIVERSIDE:

In compliance with the Notice Inviting Bids, published by your Purchasing Services Manager, the undersigned (hereinafter, "Bidder") hereby proposes to furnish all materials, equipment, labor and methods and do all things necessary for the proper construction and completion of the work in strict and complete accord with the specifications now on file with the Purchasing Services Manager at the prices set forth in the attached bid schedule. This proposal shall remain good and shall not be withdrawn for **sixty (60) days** after the date the proposals are opened by the Purchasing Services Manager.

Bidder hereby declares that Bidder has examined the specifications and understands that all items to be furnished shall be for the bid price, and that Bidder has also checked all figures shown and understands that neither the City of Riverside nor any officer thereof will be responsible for any errors or omissions in submitting this proposal.

Bidder understands that the City Council reserves the rights to reject any and all proposals, to waive any irregularities in bidding or to award the Contract to other than the lowest bidder.

Enclosed is the proposal guaranty, made payable to the City of Riverside, for the sum of \$ _____, which is not less than ten percent of the total amount of this bid.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will sign the Contract Agreement in duplicate counterparts and return the counterparts, together with completed Contract surety bonds and insurance confirmations, within **fifteen (15) calendar days** from the date the City mails, or by other means delivers, the Contract Documents to Bidder. Bidder acknowledges that the proposal guaranty submitted herewith is subject to forfeiture for failure to submit these Contract Documents in completed form within the above-required time limit.

Bidder hereby agrees that if Bidder is awarded the Contract, Bidder will commence work under the Contract on the date specified in the written "Notice to Proceed" to be issued by the City and will complete the project within **Twenty Five (25) working days** thereafter as required by the Specifications. Bidder further agrees to pay as liquidated damages the sum of **\$2,000 for each calendar day** thereafter during which the project remains incomplete; the additional liquidated damages amount of **\$1,000 per incident** that the Contractor reduces the traveled way width as described; the additional liquidated damages amount of **\$500 per incident** that the Contractor fails to install the Best Management Practices as described.

Proposal Page 2
Bid No. 7436

BIDDER INFORMATION:

DATE: _____

BIDDER'S NAME, ADDRESS & PHONE

STATE CONTRACTOR'S LIC. NO. _____

CLASS OF LICENSE: _____

EXPIRATION DATE: _____

Name on license must agree with company name shown at right.

TELEPHONE: _____

DIR Registration Number: _____

(Area Code)

CITY BUSINESS TAX REGISTRATION (if available)

IS BIDDER A CERTIFIED DBE: Y N (Circle one)

Bidder hereby certifies that Bidder is currently the holder of a valid license as a Contractor in the State of California, and that the license covers the proposed work. When the appropriateness of a particular license is in question, Bidder understands that the determination of the State of California, Department of Consumer Affairs, Contractor's State License Board shall govern. These terms and conditions shall also apply to any subcontractors listed by Bidder.

Bidder is: (check one)

An Individual Owner _____

A Joint Venture _____

A Partnership _____

A Corporation _____

The Bidder shall be required to upload a signed copy of the following documents to the Purchasing Bidding website prior to bid opening:

- Bid Proposal documents and any other documents required
- Bid Bond (Bid Security in the form of a "Cashier's check" or "Certified check" must be delivered to the Purchasing Manager before bid due date and time).
- Non-Collusion Declaration
- Contractor Customer Service Standards Acknowledgment
- Corporation, Joint Venture, or Partnership Certificate
- Any other documents called out for in the specifications

Any Bidder who fails to acknowledge all addenda will be declared non-responsive and its bid will not be considered.

**Acknowledge any addenda received here: _____

Contractor

Date: _____

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

The undersigned declares:

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

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

I declare under penalty of perjury of the laws of the State of California that the above information is true and correct and that this declaration is executed on _____ (date) at _____ (city), _____(state).

Contractor: _____

By: _____
(Signature)

Title: _____

CITY OF RIVERSIDE

Bid No. 7436

**CONTRACTOR CUSTOMER SERVICE STANDARDS
ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**"People Serving People"
The City of Riverside will provide high quality
Municipal services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following customer service standards shall be enforced by Contractors:

1. Abide by the City's mission statement and customer standards as noted herein.
2. Furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the director / designee, all work required under the contract.
3. Have competent working supervisors on the job at all times work is being performed who are capable of communicating and discussing effectively, both in written and oral English, matters pertaining to the contract.
4. Remove from the work site any employees deemed careless, incompetent, or who generate multiple customer service complaints.
5. Have supervisors carry identification which clearly indicates to the public the name of the Contractor responsible for the project.
6. Have Contractor's vehicles assigned to the project clearly identified.
7. As applicable, with department's approval, issue a notice in business and residential areas in advance of project commencement stating work project, general time frame, company name, telephone number, job site contact person, City contact person and telephone number.
8. Endeavor to maintain good public relations at all times. Conduct work in a proper and efficient manner to create the least possible inconvenience to the general public.

Bidder shall return a signed copy of this form to the Purchasing Bidding Website prior to bid opening.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____