

CITY OF BEAUMONT

PUBLIC WORKS DEPARTMENT

550 E. 6th STREET, BEAUMONT, CA 92223

CONTRACT DOCUMENTS & SPECIFICATIONS FOR: 19/20 STREET CIP PROGRAM (THREE PROJECTS)

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Rehabilitation Project Project II: CIP 2018-003 Alleyway Rehabilitation Project Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

BID PUBLISHED: MANDATORY PRE-BID MEETING: BIDS MUST BE RECEIVED BY: PLACE OF BID RECEIPT:

QUESTIONS IN BY: BID OPENING DATE: BID OPENING LOCATION: January 17, 2020 January 24, 2020, 9:00 A.M. February 14, 2020, 11:00 A.M. City Hall – Front Desk 550 E. 6th Street Beaumont, CA 92223 January 31, 2020 @ 12:00 A.M. February 14, 2020, 11:15 A.M. City Hall Conference Room # 1 550 E. 6th Street Beaumont, CA 92223

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CALIFORNIA **PUBLIC WORKS DEPARTMENT** CONTRACT DOCUMENTS & SPECIFICATIONS

FOR:

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Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Rehabilitation Project Project II: CIP 2018-003 Alleyway Rehabilitation Project Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

Prepared Under the Supervision of:

1/14/2019

Jeff Hart, P.E., Public Works Director/City Engineer

Date

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NOTICE INVITING BIDS

The City of Beaumont, Public Works Department ("City") will receive sealed bids for the **19/20 STREET CIP PROGRAM (THREE CONCURRENT PROJECTS)** which includes the following projects:

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project Project II: CIP 2018-003 Alleyway Rehabilitation Project Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

at CITY HALL (located at 550 E. 6th Street, Beaumont, California, 92223), no later than *11:00 A.M., Friday February 14, 2020*, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

A Mandatory pre-bid meeting is scheduled for 9:00 A.M., Friday January 24, 2020 at CITY HALL.

Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted in a <u>sealed</u> envelope which is plainly marked on the outside with the following: "ATTN.: SEALED **BID FOR 19/20 STREET CIP PROGRAM.**

THIS IS A NINETY (90) WORKING DAY CONTRACT

LOCATION OF WORK: The work to be completed is located on various streets throughout the City and defined in Appendix A- Construction Plans.

DESCRIPTION OF WORK: The work for the 19/20 STREET CIP PROGRAM includes three concurrent projects.

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project

The Works consists of rehabilitating portions of Beaumont Avenue and Pennsylvania Avenue with a combination of full-depth pavement replacement and grind and overlay; work generally consist of, but not limited to, cold milling, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement and restripe to existing conditions.

Project II: CIP 2018-003 Alleyway Rehabilitation Project

The Works consist of, but not limited to, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement.

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

NOTICE INVITING BIDS

The Works consists of, but not limited to, existing asphalt cleaning and preparation for slurry seal material, applying slurry seal material as specified on the plans and in the specifications.

For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents. The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Copies of the Bid and Contract Documents are available for inspection at no cost to the bidder at **City Hall**. The documents can also be downloaded from the City's Website (https://www.beaumontca.gov) and reviewed at no cost.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Once the contract is awarded there will be a <u>*Pre-Construction Conference*</u> at a determined date for the awarded bidder.

Each bid shall be accompanied by the security referred to in the Contract Documents, the noncollusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to the requirements of the CalRecycle-Rubberized Pavement Grant Program, the successful bidder must complete and submit CalRecycle Form 168 – Reliable Contractor Declaration, signed under penalty of perjury, stating that within the preceding thre (3) years, none of the events listed in Section 17050 of Title 14 (www.calrecycle.ca.go/Laws/Regulations/Title 14/ch1.htm#ch1a5), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor(s). The contractor or subcontractor must not be listed on the CalRecycle Unreliable List (http://www.calrecycle.ca.gov/Funding/Forms) otherwise, the City may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle form web page (www.calrecycle.ca.gov/Funding/Forms), a copy of form 168 is provided herein for reference.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work

NOTICE INVITING BIDS

bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: *Class* "A" or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information contact the following persons;

Jeff Hart, PE, Public Works Department

(951) 769-8520, or by FAX at (951) 769-8526

E-mail: jhart@beaumontca.gov

CITY OF BEAUMONT DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the **Project Manager** by faxing (951)769-8526 or emailing to jhart@beaumontca.gov

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor

of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. <u>Please Note:</u> Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works and Utility Services Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless

the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in the amount of \$500, as well as the portion of work each subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section

995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral <u>or</u> telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of (Bidder's Name) For the BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

16. BASIS OF AWARD; BALANCED BIDS

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

20. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City's **City Engineer**. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's **City Engineer**, or other designated City staff member, shall review the basis of the protest and all relevant information. The **City Engineer** will provide a written decision to the protestor. The protestor may then appeal the decision of the **City Engineer** to the **City Manager**.

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain ten percent (10%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

26. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date**.

27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

28. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER:

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT

TIME OF COMPLETION: NINETY (90) CALENDAR DAYS

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE	BASE BID PRICE	BID PRICE
BID	(IN WRITTEN FORM)	(IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

BASE BID BID SCHEDULE

PROJECT I

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Beaumont Avenue: 6th Street (Sta: 106+17±) to 11th Street (Sta: 134+06±)

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANT UNIT	ITY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Temporary Construction Sign	1	LS		
2	Adjust Valve Cover to Grade	17	EA		
3	Remove Asphalt Concrete Surfacing	1	LS		
4	Cold Milling asphalt concrete surfacing	1	LS		
5	Class II Aggregate Base	3,060	CY		
6	Rubberized Hot Mix Asphalt	4,967	TN		
7	Traffic Stripping and Pavement Markings	1	LS		
8	Pavement Markers	1	LS		
9	Loop Detectors	10	EA		
10	Unclassified Excavation	500	CY		
	PROJ	D SUBTOTAL:			

PROJECT II ALLEYWAY REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Remove Asphalt Concrete Surfacing	1	LS		
2	Class II Aggregate Base	233	CY		
3	Rubberized Hot Mix Asphalt	295	TN		
4	Unclassified Excavation	150	CY		
5	Remove Concrete (Curb & Gutter)	80	LF		
6	Minor Concrete (gutter)	1	LS		
7	Minor Concrete (apron)	1	LS		
8	Minor Concrete (Sidewalk)	1	LS		
	PROJE	D SUBTOTAL:			

PROJECT III ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Slurry Seal Type 2	132,150	SY		
2	Traffic Stripping and Pavement Markings	1	LS		
3	Pavement Markers	1	LS		

PROJECT I ADDITIVE BID A BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Beaumont Avenue: 5th Street (Sta: 100+21±) to 6th Street (Sta: 106+17±)

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANT UNIT	ITY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A2	Adjust Valve Cover to Grade	4	EA		
A3	Remove Asphalt Concrete Surfacing	1	LS		
A5	Class II Aggregate Base	905	CY		
A6	Rubberized Hot Mix Asphalt	1,205	TN		
A7	Traffic Stripping and Pavement Markings	1	LS		
A8	Pavement Markers	1	LS		
A9	Loop Detectors	28	EA		
A10	Unclassified Excavation	180	CY		
A11	Remove Concrete	1	LS		
A12	Minor Concrete (cross- Gutter and spandrel)	1	LS		
A13	Adjust Sewer Manhole Cover to Grade	2	EA		
	PROJEC				

PROJECT I ADDITIVE BID B BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Beaumont Avenue: 11th Street (Sta: 134+06±) to 13th Street (Sta: 157+00±)

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANT UNIT	TY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
B2	Adjust Valve Cover to Grade	4	EA		
B3	Remove Asphalt Concrete Surfacing	1	LS		
B4	Cold Milling asphalt concrete surfacing	1	LS		
B5	Class II Aggregate Base	140	CY		
B6	Rubberized Hot Mix Asphalt	2,695	TN		
B7	Traffic Stripping and Pavement Markings	1	LS		
B8	Pavement Markers	1	LS		
B10	Unclassified Excavation	500	CY		
	PROJEC				

PROJECT I ADDITIVE BID C BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Beaumont Avenue: 13th Street (Sta: 157+00±) to Oak Valley Parkway (Sta: 169+19±)

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANT UNIT	ITY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
C3	Remove Asphalt Concrete Surfacing	1	LS		
C4	Cold Milling asphalt concrete surfacing	1	LS		
C5	Class II Aggregate Base	35	CY		
C6	Rubberized Hot Mix Asphalt	1,406	TN		
C7	Traffic Stripping and Pavement Markings	1	LS		
C8	Pavement Markers	1	LS		
C9	Loop Detectors	9	EA		
C10	Unclassified Excavation	360	CY		
	PROJEC				

PROJECT I ADDITIVE BID D BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Beaumont Avenue: Oak Valley Parkway (Sta: 169+19±) to Cougar Way (Sta: 196+53±)

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANT UNIT	ITY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
D2	Adjust Valve Cover to Grade	2	EA		
D3	Remove Asphalt Concrete Surfacing	1	LS		
D4	Cold Milling asphalt concrete surfacing	1	LS		
D5	Class II Aggregate Base	222	CY		
D6	Rubberized Hot Mix Asphalt	2,934	TN		
D7	Traffic Stripping and Pavement Markings	1	LS		
D8	Pavement Markers	1	LS		
D9	Loop Detectors	28	EA		
D10	Unclassified Excavation	500	CY		
D13	Adjust Comm Manhole Cover to Grade	1	EA		
	PROJEC				

PROJECT I ADDITIVE BID E BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Beaumont Avenue: Cougar Way (Sta: 196+53±) to Brookside Ave (Sta: 222+33±)

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANT UNIT	ITY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
E3	Remove Asphalt Concrete Surfacing	1	LS		
E4	Cold Milling asphalt concrete surfacing	1	LS		
E5	Class II Aggregate Base	260	CY		
E6	Rubberized Hot Mix Asphalt	2,459	TN		
E7	Traffic Stripping and Pavement Markings	1	LS		
E8	Pavement Markers	1	LS		
E9	Loop Detectors	19	EA		
E10	Unclassified Excavation	760	CY		
	PROJEC				

PROJECT I ADDITIVE BID F BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT Pennsylvania Avenue: North RR R/W (Sta: 100+00±) to 6th Street (Sta: 109+04±)

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANT UNIT	TTY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
F4	Cold Milling asphalt concrete surfacing	1	LS		
F6	Rubberized Hot Mix Asphalt	733	TN		
F7	Traffic Stripping and Pavement Markings	1	LS		
F8	Pavement Markers	1	LS		
F9	Loop Detectors	6	EA		
F10	Unclassified Excavation	250	CY		
	PROJEC	T I ADDIT	TIVE	BID F TOTAL:	

PROJECT I ALTERNATE BID ITEM

BID SCHEDULE BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANT UNIT	TY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
X	Pulverize existing asphalt pavement, base material and native soil to a minimum depth of 13- inches per Caltrans Section 30-3. Maximum diameter for pulverized material shall be ³ / ₄ -inch.	107,060	SF		
xx	Remove excess pulverized material to top of base material elevations per typical street section	2,500	CY		
	PROJECT I ALTERNA	TE BID	тот	$\mathbf{AL} =$	

PROJECT III ADDITIVE BID A BID SCHEDULE

ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST QUANT UNIT	TY/	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A1	Slurry Seal Type 2	72,200	SY		
A2	Remove and Replace in- kind Painted and Thermoplastic Striping, Markings, Legends, and Raised Pavement Markers	1	LS		
	PROJECT III		/E BI	D SUBTOTAL:	

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, <u>each</u> member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

- 1. Addenda No. _____ thru _____
- 2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
- 3. Attached is the fully executed Non-Collusion Affidavit form.
- 4. Attached is the completed Designation of Subcontractors form.
- 5. Attached is the completed Bidder Information Form.
- 6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
- 7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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

Name of Bidder	
Signature	
Name	
Title	
Dated	

BID BOND

The makers of this bond are, _____, as Principal, and _____,

______, as Surety and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated ______, 20____, for Beaumont Avenue Pavement **Rehabilitation Project.**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20___, the name and corporate seal of each corporation.

(Corporate Seal)	
	Principal
	By
	Title
(Corporate Seal)	Surety
	Ву
	Attorney-in-Fact
(Attach Attorney-in-Fact Certificate)	Title

STATE OF CALIFORNIA)) CITY OF _____)

On this ______ day of ______, in the year 2019, before me, ______, a Notary Public in and for said state, personally appeared _______, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the ______ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

SS.

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

*** Please list all subcontractor that exceed \$500

Portion of the Work	Subcontractor	Location of Business	% of the Work

DESIGNATION OF SUBCONTRACTORS

Subcontractor	Location of Business	% of the Work
	Subcontractor	Subcontractor Location of Business

Name of Bidder _____

Signature _____

Name and Title _____

Dated

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

of Bidder:	
f Entity:	
Address:	
ile Number Telephone Number	
e Information:	
e No. Class of License Expiration Date	
	-
	?
•••••	t
Under what other or former names has Bidder's organization operated?:	1
er's organization is a corporation, answer the following:	
Date of Incorporation:	
State of Incorporation:	
	if Entity: r Address: r Telephone Number relephone Num relephone Number relephone Num relephone Num relephone

INFORMATION REQUIRED OF BIDDERS

8.0	7.1 7.2	Secretary's Name:
8.0	If an i 7.1 7.2 If oth	ndividual or a partnership, answer the following: Date of Organization: Name and address of all partners (state whether general or limited partnership):
9.0	7.1 7.2	Date of Organization:
9.0	7.2	Name and address of all partners (state whether general or limited partnership):
9.0	 If oth	partnership):
		ner than a corporation or partnership, describe organization and na
	•	pals:
10.0	List o	ther states in which Bidder's organization is legally qualified to do busin
11.0	What	type of work does the Bidder normally perform with its own forces?
	Has B and w	idder ever failed to complete any work awarded to it? If so, note when, wh hy:

	attach a separate sheet		
List Trade Ref	erences:		
List Bank Refe	erences (Bank and Brar	nch Address):	
Name of Bond	ing Company and Nam	ne and Address of Ag	ent:

INFORMATION REQUIRED OF BIDDERS

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone

INFORMATION REQUIRED OF BIDDERS

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

- 2. Summarize each person's specialized education:
- 3. List each person's years of construction experience relevant to the project:
- 4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder	
Signature	
Name	
Title	
Dated	_

NON-COLLUSION AFFIDAVIT

I, , being first duly sworn, deposes and says that _____ of ______ the party making the attached he is bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder			
Signature			
Name	 		
Title			
Dated			

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT ("Agreement") is made and effective ______, 2019, by and between the City of Beaumont, a municipal corporation ("CITY"), and NAME OF CONTRACTOR ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. <u>SCOPE OF WORK</u>

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the <u>Beaumont Avenue Pavement Rehabilitation Project</u> (hereinafter "Project"). CITY's Invitation for Bids ("Invitation") for the Project, dated _____, 2020, and CONTRACTOR's Bid in response to the Invitation, dated _____, 2020, are attached hereto as Exhibits :A" and "B", respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. <u>TIME FOR PROJECT COMPLETION</u>

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit "C" and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications,

all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. <u>THE CONTRACT SUM</u>

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$_____.

IV. <u>PROGRESS PAYMENTS</u>

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY CONTRACTOR's otherwise find legal counsel unacceptable. CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

Β. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors. agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply

with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

VI. <u>PREVAILING WAGES</u>

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 Apprenticeship Requirements.
 - 3. Section 1777.5 Apprenticeship Requirements.
 - 4. Section 1813 Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 Working Hour Restrictions.
 - 6. Section 1775 Payroll Records.
 - 7. Section 1773.8 Travel and Subsistence Pay.

VII. <u>RECORD AUDIT</u>

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

- 2. Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- **3.** Umbrella or excess liability insurance. If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall "follow form" to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- 4. Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

6. Builder's risk insurance. Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring

any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sub-limits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- **3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact

business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

- 6. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- **9.** Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY, and the County of Riverside, and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- **11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include

any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- **12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- **13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- **15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- **16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **17. Additional insurance**. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. <u>CONTRACTOR'S LICENSE</u>

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. <u>REGISTRATION REQUIREMENTS</u>

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that <u>(Insert Name)</u> whose title is <u>(Insert Title)</u> is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. <u>SUBSURFACE HAZARDOUS MATERIALS</u>

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY 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 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it 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, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Notice Inviting Bids
 Scope of Work Summary
 Information for Bidders
 Bid Form
 Non-Collusion Affidavit
 Site Visit Certification
 Faithful Performance Bond
 Labor and Materials Payment Bond
 General and Supplemental Conditions
 Special Conditions
 Project Construction Schedule
 Proposed Subcontractors
 Bid Bond
- Information Required of Bidder
 Construction Services Agreement
 Certificate Regarding Worker's
 Compensation
 Drug-free Workplace Certification
 Plans and Specifications
 Addenda
 Drawings
 Change Orders
 Shop Drawing Transmittals
 Contractor's Certificate Regarding
 Non-Asbestos Containing Materials

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

CITY OF BEAUMONT

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

CITY:

CONTRACTOR:

By:	By:
Julio Martinez III, Mayor	Print Name:
	Title:

ATTEST:

By:_____ Steven Melman, City Clerk

CITY OF BEAUMONT

APPROVED AS TO FORM:

By:_____

John O. Pinkney, City Attorney

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

DATED _____

(Insert behind this page.)

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

EXHIBIT "B"

CONTRACTOR'S Bid

DATED _____

(Insert behind this page.)

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, ________ (hereinafter referred to as "City") has awarded to _______, (hereinafter referred to as the "Contractor") _______ an agreement for **Beaumont Avenue Pavement Reconstruction Project** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated ______, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and ______ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of ______ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.

PERFORMANCE BOND

Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

	CONTRACTOR/PRINCIPAL
	Name
	By
	SURETY:
	By: Attorney-In-Fact
	Attorney-In-Fact
The rate of premium on this bond is charges, \$ (The above must be filled in by corporate	per thousand. The total amount of premium e attorney.)
THIS IS A REQUIRED FORM	
Any claims under this bond may be addre	essed to:
(Name and Address of Surety)	
(Name and Address of Agent or Representative for service of process in California, if different from above)	

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

from above)

STATE OF CALIFORNIA)) ss. CITY OF _____)

On this ______ day of ______, in the year 2019, before me, ______, a Notary Public in and for said state, personally appeared _______, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the ______ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed ______, 2020_has awarded to _______ hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and ______ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

PAYMENT (LABOR AND MATERIALS) BOND

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of ______ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

Principal (Property Name of Contractor)

Ву _____

(Signature of Contractor)

(Seal of Surety)

Surety

Ву _____

Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney <u>MUST BE ATTACHED</u>.

GENERAL CONDITIONS

GC01. **DEFINITIONS**

- a. <u>Acceptable, Acceptance</u> or words of similar import shall be understood to be the acceptance of the Engineer and/or the City.
- b. <u>Act of God</u> an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. <u>Approval</u> means written authorization by Engineer and/or City.
- d. <u>Contract Documents</u> includes all documents as stated in the Contract.
- e. <u>City and Contractor</u> are those stated in the Contract. The terms City and Owner may be used interchangeably.
- f. <u>Day</u> shall mean calendar day unless otherwise specifically designated.
- g. <u>Engineer</u> shall mean the General Manager, or his or her designee, of the Department of Public Works for the City of Beaumont, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents.
- h. <u>Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required</u> and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.
- i. <u>Indicated, Shown, Detailed, Noted, Scheduled</u> or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.
- j. <u>Install</u> means the complete installation of any item, equipment or material.
- k. <u>Material</u> shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- 1. <u>Perform</u> shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. <u>Project</u> is The Work planned by City as provided in the Contract Documents.

- n. <u>Provide</u> shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. <u>Recyclable Waste Materials</u> shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. <u>Specifications</u> means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction ("Greenbook"), 2015 Edition which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. <u>The Work</u> means the entire improvement planned by the City pursuant to the Contract Documents.
- r. <u>Work</u> means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

GC02. CONTRACT DOCUMENTS

- a. **Contract Documents**. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations**. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives
 - 2. Addenda
 - 3. Special Provisions (or Special Conditions)
 - 4. Technical Specifications
 - 5. Plans (Contract Drawings)
 - 6. Contract
 - 7. General Conditions
 - 8. Instructions to Bidders
 - 9. Notice Inviting Bids
 - 10. Contractor's Bid Forms
 - 11. Greenbook Standard Specifications (Sections 1-9 Excluded)
 - 12. Standard Plans
 - 13. Reference Documents

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

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
- 3. Addenda or Change Order drawings govern over Contract Drawings
- 4. Contract Drawings govern over Standard Drawings
- 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents**. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents**. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

GC04. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the

Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

GC05. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

GC06. SCHEDULE

a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and

resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

GC07. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

- d. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the City's costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

GC08. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

GC09. SUBMITTALS

a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

GC10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

GC11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

GC12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

GC13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. The City reserves the right to Approve all subcontractors. The City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

GC14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

GC15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

GC16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the City. Contractor may either request reimbursement from the City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

GC17. TRENCHES

- a. <u>Trenches Five Feet or More in Depth</u>. The Contractor shall submit to the City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. <u>Excavations Deeper than Four Feet</u>. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, 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, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions at the site differing from those indicated.
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in

Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to 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. 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 parties.

GC18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

GC19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

GC20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

GC21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

GC22. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

GC23. CLEANING UP

a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the

building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

GC24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

GC25. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

GC26. TESTS AND INSPECTIONS

a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City

inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

GC27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by

Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.
 - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
 - 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
 - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.
 - 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
 - 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
 - 9) At the completion of work each day, leave the Project site in a clean, safe condition.
 - 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

GC28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

GC29. INSPECTOR'S FIELD OFFICE

- a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

GC30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

GC31. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:

- **Powered Vehicles** 1)
- 2) **Construction Equipment**
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

GC32. PAYROLL RECORDS

- Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain a. weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- The certified payroll records shall be on forms provided by the Division of Labor Standards c. Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- In the event of noncompliance with the requirements of this Section, the Contractor shall e. have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

GC33. PREVAILING RATES OF WAGES

- The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 a. et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- d. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

GC34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

GC36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

GC37. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

GC38. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

GC39. COMMERCIAL GENERAL LIABILITY INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or

the performance of its obligations hereunder. Policy limits shall not be less than **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

GC40. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 30 below.

GC41. BUILDER'S RISK ["ALL RISK"]

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of

endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

GC43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) a. days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of \$2,000 for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and

without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

d. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

GC44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

GC45. MOBILIZATION

a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided

for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 - 1. Obtaining and paying for all bonds, insurance, and permits.
 - 2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
 - 3. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Establishing fire protection system.
 - 5. Developing and installing a construction water supply.
 - 6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 - 7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
 - 8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 - 9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
 - 10. Arranging for and erection of Contractor's work and storage yard, including required project signage.
 - 11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 - 12. Full-time presence of Contractor's superintendent at the job site as required herein.
 - 13. Submittal of Construction Schedule as required by the Contract Documents.

GC46. PAYMENTS

- a. The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety percent (90%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of ten percent (10%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

GC47. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the City for claims against Contractor.

- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated damages.
- 1. Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

GC48. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract.
- 3) <u>Owner Initiated Change.</u> The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.
- 4) <u>Contractor Initiated Change.</u> The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) <u>Materials</u>. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (c) <u>Tool and Equipment Use</u>. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - (d) <u>Overhead, Profit and Other Charges</u>. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

- i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
- ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
- iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
- iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
- iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

- 13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

GC49. OCCUPANCY

The City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

GC50. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

GC51. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

GC52. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.
- c. **Claims Under \$50,000.** The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it

shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

- e. The Contractor will submit the claim justification in the following format:
 - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any

action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

GC53. CITY'S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause**: The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. **Termination For Convenience:** The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is

situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."
- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

GC54. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.
- e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being

notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for City all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the City; and
 - 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

GC55. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- c. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

GC56. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of <u>design only</u> and Contractor is required to examine the site

before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

GC57. SEPARATE CONTRACTS

- a. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contracts on the Project site.

GC58. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

GC59. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

GC60. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A

complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

GC61. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

GC62. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the City. Any assignment without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

GC63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

GC64. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

GC65. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or

any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

GC66. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

GC67. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

GC68. OWNERSHIP OF DRAWING

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of The Work.

GC69. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

PROJECT I & II TECHNICAL PROVISIONS

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TP01. NOTIFICATION OF RESIDENTS AND BUSINESSES

The Contractor shall provide notice of the work, in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing construction activities, to all agencies, firms, institutions, postal service, residents, Transit Authorities, schools, stores, utilities and waste disposal service providers fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking. All schools and churches shall receive seven (7) working days notification prior to performing any work which will restrict property access.

The Contractor shall coordinate with the school district for pick-up and drop-off of school children, with the transit authority for the pick-up and drop off of riders, with waste collection/disposal service providers, with the US postal service to ensure delivery of mail, and with churches for weekly or special activities.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted along the street. All public notices must be reviewed and approved by the Resident Engineer prior to its distribution.

The Contractor shall also post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') maximum spacing along each side of the affected street for forty-eight (48) hours prior to the commencement of the street improvement work. The Contractor shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles will not be allowed.

The signs shall contain the day, date, hours and vehicle code section reference that parking will be prohibited on that particular street, CVC 22651L and CVC 22654D. Signs that prohibit or restrict parking shall be removed immediately upon completion of work in the restricted or prohibited area.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Payment: Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

TP02. SOUND REQUIREMENTS

Sound control shall conform to General Conditions Article 25 and the provisions in Section 3-12.2, "Noise Control," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

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

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

TP03. TRAFFIC CONTROL

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access through work areas, detours, and street closures shall be in accordance with these Technical Provisions, Special Provisions; Traffic Control Plans; California MUTCD, Part 6, Temporary Traffic Control, Caltrans adopted 2014; the current "Work Area Traffic Control Handbook"; and Subsection 7-10, of the current "Standard Specifications for Public Works Construction," including all its subsequent amendments. Nothing in the Special Provisions shall be construed as relieving the Contractor from its responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

- 1. Special Provisions
- 2. Traffic Control Plans
- 3. California Manual on Uniform Traffic Control Devices, Part 6, Temporary Traffic Control, Caltrans adopted 2014.
- 4. Work Area Traffic Control Handbook. (WATCH)
- 5. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

1. All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

- 2. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; California MUTCD Part 6, Temporary Traffic Control; the Work Area Traffic Control Handbook; and the Standard Specifications.
- 3. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.
- 4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.
- 5. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.
- 6. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.
- 7. The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.
- 8. Type III barricades, no less than 1.83 m (6') in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3' except that one (1) 11' wide gap between barricades shall be provided at the center of the street. Barricades to the right of the

street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, "Road Closed" sign, one (1) R11-4, "Road Closed to Thru Traffic," sign, and a Type P warning sign.

- 9. Channelizers shall be surface mounted type and shall be furnished, placed and maintained at the locations shown on the Plans or as approved by the Engineer, and shall conform to the provisions in Subsection 12-3.07, "Channelizers," of the State of California Standard Specifications and these Special Provisions.
- 10. When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.
- 11. Reflectorized (both sides) temporary self-adhesive markers, 100mm (4in) wide, shall be applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used for to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 600mm (24in) intervals transverse to the road to delineate stop bars and limit lines.
- 12. The reflectorized temporary markers shall be removed the same day the first coat of striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.
- 13. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) 11' wide lanes on streets having an effective roadway width of 44' or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 12' wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.
- 14. No reduction of the traveled way width shall be permitted on any City street before 9:00 a.m. or after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.
- 15. Properly trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.
- 16. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:30 a.m. and 3:30 p.m. while essential work activity is taking place only upon approval by the Engineer and providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice.

- 17. Convenient and safe pedestrian access to schools, churches, occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.
- 18. Vehicular access to business, school and church driveways shall be maintained at all times during construction.
- 19. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety devices and equipment being used, that are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.
- 20. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.
- 21. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.
- 22. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.
- 23. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance of not more than 500' from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.

- 24. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.
- 25. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the City reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor's or permittee's expense, and shall deduct the cost therefore from the Contractor's progress or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.
- 26. Streets determined to be major thoroughfares by the Engineer shall undergo construction in stages, or as approved by the field inspector, to allow at least one 10 ft. wide traffic lane for each direction of travel at all times. The Engineer will approve street closures for construction, as necessary, based on the approved construction schedule.
- 27. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.

EXCEPTION: Contractor may not work on a street that is in front of a school between the hours of 7:00 AM and 3:30 PM. Monday through Friday unless written authorization is given by the City Engineer. All streets abutting a school ground can only be worked on during weekends.

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

TP04. WATER POLLUTION CONTROL

Throughout the term of this contract, the total soil disturbance area of the project site shall be less than 1 acre. The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS 618033, hereafter referred to in this section as the "Municipal Permit", issued by the California Regional Water Quality Control Board (CRWQCB) – Santa Ana Region. This Permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. A copy of the Permit may be obtained on the internet at: http://www.waterboards.ca.gov/santaana/

The Contractor shall comply with the requirements of the Municipal Permit, and all other applicable federal, state and local laws, ordinances, statues, rules, and regulations concerning water pollution control.

The WPCP shall include Fact Sheets for all selected project BMPs.

Contractor's Water Pollution Control Program (WPCP) shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011), which is available as a free download from: http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm

WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statues, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.
- B. Contractor's WPCP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's (CASQA) California Stormwater Quality BMP Handbook Subscription Portal (http://www.cabmphandbooks.com) or the Caltrans Construction Site BMP Manual

https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manualsand-handbooks

Contractor's WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.

C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

The Contractor shall designate a Water Pollution Control Manager that shall have been trained to implement WPCP or SWPPP requirements. Contractor's Water Pollution Control Manager shall:

- 1. Be responsible for all water pollution control work.
- 2. Be the Engineer's primary contact for all water pollution control work.

3. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the Municipal Permit.

The WPCP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, WPCP Developer, and all other employees working on the project receiving formal training or certification.

- D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):
 - 1. Erosion Control (water and wind)
 - 2. Sediment Control
 - 3. Tracking Control
 - 4. Materials & Waste Management
 - 5. Non-Stormwater Discharge Management
 - 6. Run-on and Run-off Control
- E. Monitoring and Reporting: Observations and inspections conducted by the Contractor's Water Pollution Control Manager shall be documented on the Construction Site Inspection Checklist included in Contractor's WPCP. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection

General Requirements:

In the event the City incurs any Administrative Civil Liability (fine) imposed by the CRWQCB – Santa Ana Region, the State Water Resources Control Board, or EPA, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Administrative Civil Liability including City staff time, legal counsel, consultant support costs and all other associated cost.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

Within fifteen (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one pdf file of the WPCP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the pproved

WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed.

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work.

The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs of notification by engineer.

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

TP05. TEMPORARY CONSTRUCTION SIGN

The Contractor shall install a temporary construction sign at the project limits, as approved by the Engineer. Additionally, the Contractor shall install a CalRecycle sign located as directed by the Engineer.

Project signs shall conform to the following requirements:

- Outside sign dimensions shall be 4' x 8'; material shall be 3/4" marine grade plywood substrate painted white both sides and edges, or approved equal, with 1" wide black border
- Printing shall be black, except city logo, using latex or eco solvent UV inhibited ink
- City will provide "initial proof" layout in digital format. Contractor shall provide "final proof" layout for Public Works approval.
- Contractor shall provide photo of actual sign to city for approval prior to installation
- Contractor shall install signs at project site at locations approved by engineer
- Sign shall be securely mounted on 2 4"x4" wood posts set 5'(min) into stable earth. Sign shall be 18" (min) clear of vehicular and pedestrian travel ways. Bottom of sign shall be 7' (min) above finished grade.
- Contractor shall be responsible to maintain sign in good condition, graffiti free, for the duration of the project and at the completion of the project shall remove the sign and posts, restore area to pre-existing condition, and deliver sign to the Public Works Department.
- At a minimum the sign contents shall include:
 - o "City of Beaumont Capitol Improvement Project 2018-004"
 - o "Beaumont Avenue Rehabilitation and Street Improvements"
 - \circ completion date
 - o construction amount
 - o information contact phone number

• reference to the City w/ logo and Council members:



- \circ $\;$ The reference to the following funding source with logos
 - SB1- The Road and Accountability Act of 2017
 - Riverside County- Measure A
 - CalRecycle- Rubberized Pavement (TRP) grant



In addition to the project sign a CalRecycle sign must permanently posted for a minimum duration of one year after project completion in a prominent location. The following are the requirements for the CalRecycle sign:

- Minimum Size 18" X 24"
- Sign Substrate .040 aluminum
- Corners rounded or squared
- Background Color White
- Print Colors Pantone 576 (green), 540 (blue)
- Line Screen No coarser than 45 lpi
- Contractor shall be responsible to maintain sign in good condition, graffiti free, for the duration of the project and at the completion of the project the City shall assume responsibility for the sign.

The following is an example of the sign: Further information can be found at <u>https://www.calrecycle.ca.gov/docs/cr/tires/grants/resources/ractiresign.pdf</u>



Payment for project signs shall be made at the contract lump sum amount, and shall include full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

TP06. MOBILIZATION

Mobilization shall conform to General Conditions, Article 45 and the following: Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

De-mobilization shall consist of the completion of all final construction and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

- 1. Satisfactory completion of Finishing Roadway;
- 2. Removal of all temporary facilities, construction office, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer;
- 3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition;
- 4. Completion of record of drawings (as-built), to the satisfaction of the Engineer;
- 5. Submission of final certified payroll documents to the Engineer;
- 6. Completion of the requirements of permits issued by other agencies;
- 7. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

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

TP07. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

Construction Survey, Staking and Monument Preservation includes qualified personnel, equipment, and supplies required for, but not limited to Project control, grading, paving, tie out of all centerline monuments, replacement of disturbed monuments, and additional items included in the contract documents.

The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the work to the proper lines and grades. Reconstructed asphalt concrete surfaces shall have a cross slope between 1.5% and 3.5%. New curb & gutter shall have a minimum slope of 0.5%. Grade breaks must be spaced a minimum 25' apart and be no greater than 0.25%. Copies of the field notes, cut sheets or diagrams used in setting stakes shall be promptly furnished to the Engineer.

The contractor will be responsible to provide pre and post-construction corner records for the City to file with Riverside County.

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

TP08. CONSTRUCTION WATER

The Contractor shall obtain construction water from Beaumont Cherry Valley Water District. Temporary construction water meters are available from the District. These meters will require the Developer/Contractor make application at the District offices and pay all the required deposits/fees.

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

TP09. ADJUST COVER TO GRADE

Adjustment of storm drain/sewer manhole frames and covers, water valve, and gas valve to grade shall be in accordance with the plans and section 403 "Manhole Adjustment and Reconstruction" of the Standard Specifications and the agency or utility standards and policies that owns or has control of the manhole.

The Contractor shall have the option of installing American Highway Products Ltd. (or approved equal) Pivoted Turnbuckle Manhole Riser Rings and Water Gas Valve Riser Rings. Contact information: American Highway Products Ltd., 11723 Strasburg Bolivar Rd. N.W., Bolivar, OH 44612, Office: (888) 272.2397, Fax: (330) 874.3800, Web Site: www.ahpl.com, Email: sales@ahpl.com. This usage is applicable to City-owned storm drain manholes only. The contractor is responsible for obtaining timely written approval from other applicable agencies that have jurisdiction over other manhole and valve covers found within the work area for the usage of the pivoted turnbuckle manhole and valve cover riser rings.

In areas where AC leveling course, and/or AC over milled pavement is constructed the Contractor shall adjust manhole frames and covers to grade when the finished surface of the newly constructed pavement is greater than one-half (1/2) inch higher than the existing manhole frame. Raised manhole rings and covers shall have a Type II barricade with two flashing lights placed over each manhole until it is paved.

After the pavement has been completed, the necessary portions of the sub-grade, base, and pavement shall be neatly removed, the structure built-up, and the manhole frame set to be backfilled with PCC concrete and Type III-C3-PG64-10 asphalt concrete. The asphalt concrete shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement. The asphalt concrete shall be placed within two (2) days after the manhole ring and cover has been adjusted to final grade, unless otherwise approved by the Engineer.

All existing water valve and gas valve covers of the slip-can/sleeve type shall be adjusted to grade during paving. For other types of valve covers and for utility vaults, the Contractor shall notify the owners to adjust their facilities to grade. The Contractor shall loosen all valve covers immediately after paving. The Contractor shall paint all water valve covers blue.

Beaumont-Cherry Valley Water District will install new telescoping valve cans along the project limits. The Contractor will be required to coordinate the installation timing with the District and perform the final adjustment to the cover per this specification and direction for the District.

Payment for adjusting manhole frames and covers as well as valve covers shall be made at the Contract unit price paid per each for adjusting water valve covers, gas valve covers, storm drain manhole covers, and sewer manhole covers and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved, complete in place, and no additional compensation will be allowed therefor. Adjustment of compensation will be made for any increase or decrease in the quantities of manholes at the stipulated unit price.

TP10. PAVEMENT PREPARATION

Work shall consist of preparing the existing bituminous pavement to receive an AC overlay and shall include, but not be limited to, weed killing, crack sealing, pothole repair and surface preparation as required in the Standard Specifications and these Special Provisions. The existing AC pavement exposed after cold milling shall be evaluated by Engineer and Contractor to determine extent of crack sealing and pothole repair.

Weed Killing:

Work shall consist of killing and removing weeds and other organic materials from the existing cracks, joints and random cracks in bituminous surfaces to be repaved and the adjacent curbs and gutters.

Contractor shall spray all weeds in cracks, crevices and potholes with Monsanto brand Roundup (or approved equal) in accordance with the manufacturer's instructions a minimum of fourteen (14) calendar days prior to crack sealing work. All weeds shall be re-sprayed if rain occurs within 48 hours after application. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The Contractor shall remove any and all weeds that are growing through cracks from the project street located and growing within the pavement, between the concrete gutter and the pavement and in the curb and gutter to the back of curb. The contractor shall take additional care when spraying adjacent to landscape areas to assure that no overspray occurs behind the curb.

Payment for weed killing/herbicide application and weeds removal shall be included in the price paid for other items of work and shall include full compensation for all labor, tools, materials, equipment, disposal of loose materials and incidentals for doing work involved and no separate or additional compensation will be allowed therefor.

Crack Sealing:

Work shall consist of cleaning and sealing the existing cracks and joints and random cracks in bituminous surfaces to be repaved.

Pavement cracks 1/4" wide and larger in bituminous pavement shall be sealed. Pavement cracks 1/4" to 1" wide shall be cleared of all loose particles of dust, dirt, laitance and other deleterious or uncompressible material with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out to provide a reservoir for the sealer that will have a depth of 1/2" to 3/4".

The joint and crack cleaning equipment shall be a Crafco Crack Vacuum unit (or approved equivalent) capable of thoroughly cleaning cracks and joints to a minimum depth of 1". The vacuum unit shall be capable of air routing hard to clean cracks and vacuuming dust and debris at the same time. The vacuum unit must be equipped with filtering system of 10 microns or smaller.

The crack filling material shall be hot-applied rubberized asphalt (Crafco Polyflex III or approved equivalent) and shall be placed in accordance with the manufacturer's recommendations. The crack filling material must not be modified or diluted in any way.

A wand and nozzle type application shall be used to fill all cracks with crack filling material. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface. The crack filling material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

Areas to be crack sealed will be as designated in the field by the Engineer after the cold milling operation.

Payment for crack sealing shall be included in the price paid for other items of work and shall include full compensation for furnishing all labor, traffic control, materials, tools, and equipment, and incidentals for, cleaning and routing cracks, disposal of loose materials, and doing all work involved of crack sealing complete in place, and no separate or additional compensation will be allowed therefor.

Pothole Repair:

Work shall consist of cleaning and permanently repairing existing potholes in bituminous pavement beneath the areas receiving an AC overlay. Voids in the surface of existing bituminous pavement greater than 1 inch and extending deeper than 1 inch shall be filled prior to receiving pavement treatment of an AC overlay. Prior to Contractor placing surfacing materials Contractor shall fill or repair all potholes.

Pothole is the replacement of lost bituminous material only. Repairs shall be made where potholes are existing and where directed by the Engineer.

Potholes with no dimension larger than 16 inches in any direction or more than 4 inches deep may be repaired by replacing lost material with AC (HMA), D1-PG64-10 per 203-6.4 and placing such material per section 302-5 all of the Standard Specifications, except AC may be manually deposited, distributed and spread. Alternatively lost material may be replaced with "Perma-Patch", or approved equal, repair material as supplied by Perma-Patch, Inc. 6123 Oakleaf Ave Baltimore, MD 21215 and placed per manufacturer's directions. All pothole edges shall be cleaned back to sound bituminous material and pothole cleaned thoroughly as described above for crack sealing. Replaced material shall be compacted to a uniform smoothness and 95% density, level with surrounding pavement, per section 302-5.6 of the Standard Specifications by use of self-propelled roller or vibratory plate compactor.

Payment for repairing potholes in this manner shall be included in the price paid for other items of work and shall include full compensation for furnishing all labor, traffic control, materials, tools, and equipment, and incidentals for, cleaning and routing cracks, disposal of loose materials, and doing all work involved of crack sealing complete in place, and no separate or additional compensation will be allowed therefor.

Removal of Existing Pavement Striping, Markings and Legends and Raised Pavement Markers:

Contractor shall remove all existing thermoplastic and painted pavement striping, markings and legends and raised pavement markers to a clean surface level with the adjacent pavement prior to construction of an AC overlay.

Payment for such removal shall be included in the price paid for other items of work and shall be full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no separate or additional compensation will be allowed therefor.

TP11. UNCLASSIFIED EXCAVATION

Work shall consist of all excavation, including roadways in conformance with Section 300-2, "Unclassified Excavation."

Payment: The contract unit price bid per cubic yard for the item "Unclassified Excavation" shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, and incidentals for doing work involved and no additional compensation will be allowed therefor.

TP12. SUBGRADE PREPARATION

Subgrade Preparation shall conform to the requirements of Subsection 301-1, Subgrade Preparation of the Standard Specifications and these Technical Provisions.

Payment for subgrade preparation in this manner shall be included in the price paid for other items of work and shall include full compensation for furnishing all labor, traffic control, materials, tools, and equipment, and incidentals for, disposal of loose materials, and doing all work involved, complete in place, and no separate or additional compensation will be allowed therefor.

TP13. REMOVE ASPHALT CONCRETE SURFACING

The existing asphalt concrete removed shall be disposed of at a recycling plant. The Contractor shall provide the City with the weight certification of recycling in tons of asphalt concrete and the required monthly Solid Waste Disposal and Recycling Reports.

When import soil is needed to fill in low spot areas an aggregate base fill material may be used for this purpose as directed by the Engineer. Aggregate base used as fill and/or to fill in low spots shall meet the requirements of Standard Specifications and as directed by engineer.

Payment: The contract unit bid price paid per lump sum for Remove Asphalt Concrete Surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in pavement removal, transporting and hauling, disposing of excavated material, import base material as necessary to attain desired grades as directed by the Engineer and no additional compensation will be allowed therefor.

Sawcut:

Where existing asphalt surfacing is to be removed, the outline of the area shall be cut on a neat line with a power-driven saw to a minimum depth of 2 in. before removing the surfacing. The Contractor will not be required to sawcut the pavement where the join line or cut line is cold milled.

Payment: Full compensation for sawcutting existing surfacing shall be considered as included in various other items of work.

"T-Grind":

Where new asphalt surfacing is to be placed adjacent to existing asphalt surfacing, the Contractor shall cold mill the existing asphalt surface, coincident with the new asphalt surfacing, a minimum

of 12" from the adjoining edge. Cold milling shall be performed consisted with "Cold Milling Asphalt Concrete Surfacing". The new asphalt surfacing shall extend to the milled section of the existing asphalt surface as an overlay.

Payment: Full compensation for T-grind shall be considered as included in various other items of work.

TP14. COLD MILLING ASPHALT CONCRETE SURFACING

For the areas of existing asphalt pavement to be removed by cold milling, the cold milling work shall be in accordance with section 404, "Cold Milling," of the Standard Specifications and these Special Provisions and to a minimum depth as stated on the plans. Add to Subsection 404-2, "Milling Machine," of the Standard Specifications the following:

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

Revise Section 404, Cold Milling, Subsection 404-11, Payment to read as follows.

Payment: The contract unit bid price paid per lump sum for Cold Milling Asphalt Concrete Surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, grinding, loading, hauling, recycling, providing recycling weight certification, reports, and incidentals, and for doing all work involved in cold milling asphalt concrete surfacing, and no additional compensation will be allowed therefor.

TP15. RUBBERIZED HOT MIX ASPHALT

1. General

1.1. Scope

This work consists of constructing a Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G).

1.2. Definitions

Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G): Mixture of paving asphalt, asphalt modifier, crumb rubber modifier, and gap-graded aggregate mixed in a central mixing plant.

Crumb Rubber Modifier (CRM): Combination of ground or granulated scrap tire and high natural crumb rubber.

Scrap tire crumb rubber: Any combination of:

- 1. Automobile tires
- 2. Truck tires
- 3. Tire buffing

High natural crumb rubber: Material containing between 40 to 48 percent natural rubber.

Fine aggregate: Aggregate passing the no. 4 sieve.

Coarse aggregate: Aggregate retained on the no. 4 sieve.

Asphalt Modifier: A resinous, high flash point, and aromatic hydrocarbon.

1.3. Submittals

The Contractor shall comply with all Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

At least 10 days before starting any RHMA-G activities, submit the name of an authorized laboratory to perform Quality Control (QC) testing for RHMA-G. The authorized laboratory must comply with the Caltrans Independent Assurance Program (IAP) or possess current AASHTO Material Reference Laboratory (AMRL) accreditation for all ASTM and AASHTO tests required in Section 2.

Contractor shall submit to the Agency a certified volume or weight slip for each delivery of asphalt-rubber binder ingredients and RHMA-G.

At least 14 days before use, submit:

- 1. Four each one-quart cans of mixed asphalt-rubber binder
- 2. Samples of each asphalt-rubber binder ingredient
- 3. SDS for each hazardous material
- 4. Asphalt-rubber binder formulation, including:
 - 4.1. Source and grade of asphalt binder
 - 4.2. Source and type of asphalt modifier

4.3. Each source and type of scrap tire crumb rubber and high natural crumb rubber

4.4. Percentage of asphalt modifier by weight of asphalt binder

4.5. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt-rubber binder

4.6. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of asphalt-rubber binder

4.7. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of crumb rubber modifier

4.8. Minimum reaction time and temperature

5. Test results

5.1. Certificate of Compliance showing the asphalt binder is the required PG grade

5.2. Test results showing the asphalt modifier meets the requirements in Table 1

5.3. Test results showing each source of CRM meets the requirements in Tables 2, 3, and 4

5.4. Test results showing the asphalt-rubber binder meets the requirements in Tables 5 and 6

5.5. Test results showing the aggregate meets the requirements in Tables 7 and 8

5.6. Test results showing the RHMA-G meets the requirements in Table 9

6. JMF Forms

6.1. Caltrans Contractor Job Mix Formula Proposal form CEM-3511

- 6.2. Caltrans Contractor Hot Mix Asphalt Design Data form CEM-3512
- 6.3. Caltrans Hot Mix Asphalt Verification form CEM-3513, if available
- 6.4. Caltrans Job Mix Formula Renewal form CEM-3514, if available

1.4. Job Mix Formula (JMF)

Contractor shall submit the proposed JMF for each type of RHMA-G to be used. The Contractor is required to submit mix design documentation that has been dated within 12 months of submittal. The Contractor shall submit the test results for the RHMA-G showing that the mixture meets all of the requirements as shown in Section 2.6 of these specifications.

The JMF must be submitted on the Caltrans Contractor Job Mix Formula Proposal form CEM-3511along with:

 Mix design documentation on Caltrans Contractor Hot Mix Asphalt Design Data form CEM-3512. Also report the theoretical maximum specific gravity for the RHMA-G.
 JMF verification on a Caltrans Hot Mix Asphalt Verification form CEM-3513, if available.

3. JMF renewal on a Caltrans Job Mix Formula Renewal form CEM-3514, if available.

The JMF forms do not need to be Caltrans approved, however, the Contractor is encouraged to submit them to the Agency if the Contractor has these forms available.

All Caltrans JMF forms can be found online at: <u>http://www.dot.ca.gov/hq/construc/forms.htm</u>

1.5. Quality Control Program

Develop, implement, and maintain a QC program.

Contractor shall prepare and maintain QC records, including:

- 1. Names and qualifications of:
 - 1.1. Samplers
 - 1.2. Testers
 - 1.3 Inspectors
- 2. Testing laboratories
- 3. Testing equipment calibrations and certifications
- 4. Construction inspection reports
- 5. Sampling and testing records organized by date and type of material
- 6. Test results with comparison of quality characteristic requirements
- 7. Test results in relation to action and any suspension limits
- 8. Records of corrective actions and suspensions

Contractor shall notify the Agency within 24 hours of any noncompliance identified by the QC program.

1.6. Quality Control Manager

Contractor shall assign a QC manager before the start of the affected work. The QC manager must receive, review, and approve all correspondence, submittals, and reports relating to the QC of materials before they are submitted to the Agency. The QC manager must be the sole individual responsible for:

- 1. Signing the QC plan
- 2. Implementing the QC plan
- 3. Maintaining the QC records

The QC manager must be Contractor's employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by any other persons or entities hired by subcontractors who will provide services or material for the project.

2. Materials

2.1. Asphalt Binder

Asphalt binder must be PG 64-16.

Asphalt Binder must comply with Section 92 of the current Caltrans Standard Specifications.

2.2. Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, aromatic hydrocarbon. Asphalt modifier must comply with the requirements shown in Table 1.

Quality Characteristic	Test Method	Requirement
Viscosity at 100 °C (m2/s x	ASTM D445	$X \pm 3^{a}$
10-6)		
Flash point (CL.O.C., °C,	ASTM D92	207
min)		
Asphaltenes by mass (%, max)	ASTM D2007	0.1
Aromatics by mass (%, min)	ASTM D2007	55

Table 1: Asphalt Modifier for Asphalt-rubber Binder

^a X denotes the asphalt modifier viscosity from 19 to 36 as proposed by the Contractor. The proposed value "X" shall be submitted in writing to the Agency. A change in X requires a new asphalt-rubber binder submittal.

2.3. Crumb Rubber Modifier

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphaltrubber binder production site in separate bags and shall be sampled and tested separately.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced CRM particles must be large enough to be ground or granulated. Cryogenically produced CRM particles that pass through the grinder or granulator without being ground or granulated, respectively, shall not be used.

The CRM must comply with the requirements shown in Tables 2, 3 and 4.

Table 2. Clumb Rubber Mounter Thysical Requirements					
Quality characteristic	Test method	Requirement			
Wire in CRM (%, max)	California Test 385	0.01			
Fabric in CRM (%, max)	California Test 385	0.05			
CRM specific gravity	California Test 208	1.1-1.2			

Table 3: Crumb Rubber Modifier Chemical Requirements					
Quality Characteristic	Test Method	Scrap	High		
Quality Characteristic	Test Method	Tire	Natural		
Acetone extract (%)	ASTM D297	6.0–16.0	4.0–16.0		
Rubber hydrocarbon (%, min)	ASTM D297	42.0–65.0	50.0		
Natural rubber content (%)	ASTM D297	22.0-39.0	40.0-48.0		
Carbon black content (%)	ASTM D297	28.0-38.0			
Ash content (%, max)	ASTM D297	8.0			

Table 4: Crumb Rubber Gradation Requirements

Percentage Passing					
Sieve Size	Scrap Tire	High Natural			
No. 8	100	100			
No. 10	98-100	100			
No. 16	45–75	95-100			
No. 30	2–20	35–85			
No. 50	0–6	10–30			
No. 100	0–2	0–4			
No. 200	0	0–1			

2.4. Asphalt-Rubber Binder

Asphalt-Rubber Binder must be a combination of:

- 1. Asphalt binder
- 2. Asphalt modifier
- 3. Crumb rubber modifier

Asphalt-rubber binder blending equipment must be authorized under the Caltrans Material Plant Quality Program. The blending equipment must allow the determination of weight percentages of each asphalt-rubber binder ingredient.

Asphalt-rubber binder must be 79 ± 1 percent by weight asphalt binder and asphalt modifier. The minimum percentage of CRM must be 20.0 percent and lower values may

not be rounded up. CRM must be 75 ± 2 percent by weight scrap tire crumb rubber and 25 ± 2 percent by weight high natural crumb rubber.

If asphalt-rubber binder containing minimum 20.0 percent of CRM results in a viscosity in excess of the requirements in Table 5, the Contractor may request a waiver allowing the minimum CRM percentage to be reduced. In no case shall the CRM content be reduced to below 18.0 percent. The waiver request must be accompanied by the results of the required tests on the base asphalt binder, asphalt modifier, CRM material, as well as the tests required of the blended Asphalt-Rubber Binder, as shown in Table 5. Tests results for the blended Asphalt-Rubber Binder shall be provided at 20.0 percent CRM content and at the proposed lower content.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt-rubber binder. The asphalt-rubber binder supplier determines the exact percentage.

The blend of asphalt binder and asphalt modifier must be combined with the CRM at the asphalt-rubber binder production site. Proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If premixing the asphalt binder and asphalt modifier, mix them for at least 20 minutes. The asphalt binder and asphalt modifier blend must be from 375 to 440 degrees F when the CRM is added. Combined ingredients must be allowed to react at least 45 minutes at temperatures from 375 to 425 degrees F except the temperature shall not be higher than 25 degrees F below the actual flashpoint of the asphalt modifier. Do not use the asphalt-rubber binder during the first 45 minutes of the reaction period.

After reacting for at least 45 minutes, the asphalt-rubber binder must comply with the requirements shown in Table 5.

Tuble et fisphale Rubber Diffaet				
Quality Characteristic	Test Method	Requirement		
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–70		
Resilience at 25 °C (min, % rebound)	ASTM D5329	18		
Softening point (°C)	ASTM D36/D36M	52-74		
Viscosity at 375 °F (Pa∙s x 10⁻³)ª	ASTM D7741/D7741M	1,500–4,000		

 Table 5: Asphalt-Rubber Binder

^a Prepare sample for viscosity test in accordance with California Test 388.

Stop heating unused asphalt-rubber binder 4 hours after the 45-minute reaction period. If the asphalt-rubber binder drops below 375 degrees F, reheat before use. Reheating asphalt-rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt-rubber binder must be from 375 to 425 degrees F before use.

During reheating, scrap tire crumb rubber may be added. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt-rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt-rubber binder must comply with the specifications for asphalt-rubber binder.

Asphalt-rubber binder shall be designed from testing for each quality characteristic and for the reaction temperatures expected during production. The profile must include the same component sources for the asphalt-rubber binder used. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt-rubber binder components, take samples, and perform and record the tests shown in Table 6.

Tuble of Asphalt Rubber Diriter Reaction Design Frome									
Quality	Test Method			Minut	es of re	action	а		Limit ^c
characteristic	restimethou	45	60	90	120	240	360	1,440	LIIIII
Cone penetration at 25 °C (0.10 mm)	ASTM D217	X b				х		Х	25-70
Resilience at 25 °C (min, % rebound)	ASTM D5329	х				х		Х	18
Softening point (°C)	ASTM D36/D36M	х				х		х	52-74
Viscosity (Pa∙s x 10 ⁻³)ª	ASTM D7741/D7741M	х	х	х	х	х	х	х	1,500 - 4,000

Table 6: Asphalt-Rubber Binder Reaction Design Profile

^a Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 degrees F for 16 hours. After the 16-hour (960 minutes) cool down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1,440 minutes).

^b "*X*" denotes required testing.

^c The values presented in this table are for binder design only and are not to be used for material acceptance.

2.5. Aggregate

Reclaimed Asphalt Pavement (RAP) and Recycled Asphalt Shingles (RAS) are not allowed in RHMA-G.

Aggregate for RHMA-G must comply with the gradation requirements shown in Table 7.

00				
Percentage passing by weight				
Ciovo	Sinus 1/2 inch			
Sieve Size	Target value limit	Allowable		
5120		tolerance		
1″	100			
3/4"	100			
1/2"	90-100	±6		

Table 7: Aggregate Gradation Requirements for RHMA-G

3/8"	83-87	±6
No. 4	28-42	±6
No. 8	14-22	±5
No. 30	5-15	±4
No. 200	2-7	±2

The aggregate must also comply with the requirements shown in Table 8.

1 aut	o. Aggregate Requirements	
Quality Characteristics	Test Method	Requirement
Percent of crushed particles		
Coarse aggregate (min, %)		
One-fractured face		
Two-fractured faces		90
Fine aggregate (min, %)	AASHTO 335	
(Passing No. 4 sieve and retained		
on No. 8 sieve.)		
One-fractured face		70
Los Angeles Rattler (max, %)		
Loss at 100 Rev.	AASHTO T 96	12
Loss at 500 Rev.		40
Sand equivalent (min) ^a	AASHTO T 176	47
Flat and elongated particles (max,		10
% by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) ^b	AASHTO T 304, Method A	45

Table 8: Aggregate Requirements

^aReported value must be the average of 3 tests from a single sample. The use of a reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker" 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^bThe Agency waives this specification if RHMA-G contains 10 percent or less of nonmanufactured sand by weight of total aggregate unless your JMF fails verification. Manufactured sand is fine aggregate produced by crushing rock or gravel.

2.6. Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G)

RHMA-G mixture must comply with the requirements shown in Table 9.

Table 7. KIIMA-O Key	Colgin	
Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269	$N_{\text{design}} = 4.0$
Gyration compaction (no. of gyrations)	AASHTO T 312	$\begin{array}{l} N_{design} = 50 \text{-} \\ 150^{a} \end{array}$
Voids in mineral aggregate (min, %)	SP-2 Asphalt Mixture Volumetrics	18.0-23.0

Table 9: RHMA-G Requirements for Superpave Mix Design

Dust proportion	SP-2 Asphalt Mixture Volumetrics	Report only
Bulk Specific gravity	AASHTO T 275 Method A	Report only
Theoretical maximum specific gravity	AASHTO T 209 Method A ^b	Report only
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64	AASHTO T 324 (Modified) ^c	15,000 20,000
Minimum Asphalt-Rubber Binder Content (%, by total weight of mix)	Note D below	7.5

^a Superpave gyratory compactor ram pressure may be increased to a maximum of 825 kPa, and specimens may be held at a constant height for a maximum of 90 minutes.

^b Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Under AASHTO T 209, use a digital manometer and pycnometer when performing AASHTO T 209.

^c Test plant-produced RHMA-G.

^d Once the percent asphalt-rubber binder is determined by the mix design, the production tolerance shall be + 0.5% / -0.4%, but in no case shall the binder content be less than 7.5% by total weight of mix (8.1% by dry weight of aggregate) as determined by California Test 362, 379, or 382.

Determine the quantity of asphalt-rubber binder to be mixed with the aggregate for the RHMA-G as follows:

- 1. Base the calculations on the average of 3 briquettes produced at each asphaltrubber binder content.
- 2. Plot asphalt-rubber content versus average air voids content for each set of 3 specimens and connect adjacent points with a best-fit curve.
- 3. Calculate voids in mineral aggregate for each specimen, average each set, and plot the average versus asphalt-rubber binder content.
- 4. Calculate the dust proportion and plot versus asphalt-rubber binder content.
- 5. From the curve plotted, select the theoretical asphalt-rubber binder content at 4 percent air voids.
- 6. At the selected asphalt-rubber binder content, calculate the dust proportion.
- 7. Record the asphalt-rubber binder content as the Optimal Binder Content (OBC).

Laboratory mixing and compaction must comply with AASHTO R 35, except the mixing temperature of the aggregate must be from 300 to 325 degrees F. The mixing temperature of the asphalt-rubber binder must be from 375 to 425 degrees F. The compaction temperature of the combined mixture must be from 290 to 320 degrees F.

There are no requirements for the Dust Proportion for the RHMA-G mixture, but this value must be reported by the Contractor.

3. Quality Control

3.1. Asphalt Modifier

Test asphalt modifier under the test methods and frequencies shown in Table 10.

Table 10. Asphalt Mounter Testing Frequencies				
Quality characteristic	Test method	Frequency		
Viscosity	ASTM D445			
Flash point	ASTM D92	1 per project		
Asphaltenes	ASTM D2007			
Aromatics	ASTM D2007			

Table 10: Asphalt Modifier Testing Frequencies
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3.2. Crumb Rubber Modifier

If multiple sources of scrap tire CRM are used, the tests shall be performed on each source separately. Test CRM under the test methods and frequencies shown in Table 11.

Quality characteristic	Test method	Frequency
CRM gradation	California Test 385	
Wire in CRM	California Test 385	1 non chinmont
Fabric in CRM	California Test 385	1 per shipment
CRM specific gravity	California Test 208	

Table 11: Crumb Rubber Modifier Testing Frequencies

3.3. Asphalt-Rubber Binder

Test asphalt-rubber binder under the test methods and frequencies shown in Table 12.

Quality characteristic	Test method	Sampling location	Frequency
Viscosity at 375 °F	ASTM D7741/D7741M		1 marshately aff anytheld
Cone penetration	ASTM D217	Reaction vessel	1 per batch of asphalt- rubber binder
Resilience	ASTM D5329		rubber binder
Softening point	ASTM D36/36M		

Table 12.	Asphalt-Rubber	Binder '	Testing Free	mencies
1 apre 12.	Aspitalt-Kubbel	Dilluci	resung rice	lucificies

Retain the sample from each batch. A batch shall consist of all asphalt-rubber material that is blended together from the raw materials (asphalt binder, asphalt modifier, CRM). Each time asphalt binder, asphalt modifier, and CRM are blended together the resulting material will be considered a batch.

Log the test results, including time of testing and temperature of the asphalt-rubber binder. Submit the log of asphalt-rubber binder viscosity test results each day of asphalt-rubber binder application to the Agency within 24 hours. The Agency shall be notified of production schedule of all asphalt-rubber binder produced for the work. The Agency reserves the right to observe QC testing of the asphalt-rubber binder.

3.4. Aggregate

Test the quality characteristics of aggregates under the test methods and frequencies shown in Table 13.

Quality characteristic	Test method	Frequency	
Gradation	AASHTO T 27		
Sand equivalent ^{a, b}	AASHTO T 176	Startup and 1 per 750 tons	
Moisture content ^c	AASHTO T 255		
Crushed particles	AASHTO T 335		
Los Angeles Rattler	AASHTO T 96	1 per project ^d	
Flat and elongated particles	ASTM D4791		
Fine aggregate angularity	AASHTO T 304, Method A		

 Table 13: Aggregate Testing Frequencies

^aReported value must be the average of 3 tests from a single sample

^bUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, "Manual Shaker" 7.1.2, "Alternate Method No. 2," and 8.4.3, "Hand Method," do not apply. Prepare the stock solution as specified in section 4.8.1, "Stock solution with formaldehyde," except omit the addition of formaldehyde.

^cTest at continuous mixing plants only. For lime-treated aggregate, test aggregate before treatment and test for gradation and moisture content during RHMA-G production.

^dAt the discretion of the Agency, testing for crushed particles, Los Angeles Rattler, Flat and elongated particles, and/or fine aggregate angularity performed during the mix design, mix design verification, or mix design renewal may be used in lieu of testing during the project.

3.5. Rubberized Hot Mix Asphalt-Gap Graded

Test the quality characteristics of RHMA-G under the test methods and frequencies shown in Table 14.

Quality characteristic	Test method	Frequency	
Air voids content (%)	AASHTO T 269		
Asphalt-Rubber Binder Content	Note A below	1 per 2,000 tons but	
RHMA-G moisture content	AASHTO T 329		
Voids in mineral aggregate (min,	SP-2 Asphalt Mixture	not less than 1 per	
%)	Volumetrics	paving day	
Dust proportion	SP-2 Asphalt Mixture		
Dust proportion	Volumetrics		
		1 per 10,000 tons but	
Hamburg wheel track	AASHTO T 324 (Modified)	not less than 1 per	
		project	
		3 per 250 tons but not	
Nuclear gauge density ^b	ASTM D 2950	less than 3 per paving	
		day	

Table 14: RHMA-G Requirements for Superpave Mix Design

^a Once the percent asphalt-rubber binder is determined by the mix design, the production tolerance shall be +0.5% / -0.4%, but in no case shall the binder content be less than 7.5% by total weight of mix (8.1% by dry weight of aggregate) as determined by California Test 362, 379, or 382.

^bCalibrated to cores using CTM 375 or other means.

Laboratory mixing and compaction must comply with AASHTO R 35, except the mixing temperature of the aggregate must be from 300 to 325 degrees F. The mixing temperature of the asphalt-rubber binder must be from 375 to 425 degrees F. The compaction temperature of the combined mixture must be from 290 to 320 degrees F.

4. Construction

4.1. Equipment

4.1.1. Producing Asphalt-Rubber Binder and RHMA-G

All equipment used to blend, store, and transport crumb rubber, asphalt modifier, asphalt-rubber binder, and RHMA-G shall comply with the requirements of Caltrans Material Plant Quality Program (*MPQP*) unless otherwise authorized in writing by the Agency.

The Agency reserves the right to require approval of equipment by the Agency prior to use.

4.1.2. Placing/Spreading RHMA-G

Paving equipment for spreading must be:

- 1. Self-propelled
- 2. Mechanical
- 3. Equipped with a screed or strike-off assembly that can distribute RHMA-G the full width of a traffic lane
- 4. Equipped with a full-width compacting device
- 5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references. The screed must be heated and produce a uniform RHMA-G surface texture without tearing, shoving, or gouging. The paver must not leave marks such as ridges and indentations.

All trucks transporting RHMA-G to the jobsite shall be completely covered with tarpaulins, which are fully secured, during transport.

Rollers must be equipped with a system that prevents RHMA-G from sticking to the wheels. Contractor must use a parting agent that does not damage the RHMA-G or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

- 1. Spread the RHMA-G by any means to obtain the specified lines, grades, and cross sections
- 2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

The use of a material transfer vehicle is allowed. The material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving RHMA-G directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface

- 2. Remixing the RHMA-G with augers before transferring into the paver's receiving hopper or feed system
- 3. Transferring RHMA-G directly into the paver's receiving hopper or feed system

4.1.3. Compacting RHMA-G

The Contractor shall not use a pneumatic-tired roller to compact any RHMA-G material.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

4.2. Surface Preparation

On the day that a street receives RHMA-G material, it shall be swept without the use of water. Pavement must be completely dry prior to placement of RHMA-G. The Contractor shall not begin any activities related to the placement of RHMA-G on any street until the Agency has approved the street cleaning.

Apply a tack coat on the existing pavement surface and on the vertical surfaces of any curbs, gutters, and construction joints. Apply the tack coat at a rate shown in Table 15, or as otherwise ordered by the Agency:

	Minimum residual rates (gal/sq yd)			
RHMA-G over:	CSS1/CSS1h, SS1,SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion	
Existing pavement	0.07	0.08	0.06	

Table 15: Tack Coat Application Rates for RHMA-G

Notify the Agency if asphaltic emulsion is diluted with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1. Measure added water by weight so long as the Contractor furnishes the Agency with weight slips from the weighmaster. Water may be measured by volume so long as the vehicles allow for accurate determination of its contents and each vehicle has a legible identification mark showing its volumetric capacity at any given time.

The application of the tack coat material shall be uniform in appearance and free from ribboning and all other defects. Correct all defective areas of the tack coat where uniform distribution was not achieved prior to placing RHMA-G material over these areas. Placement of RHMA-G material shall not be permitted until the tack coat has broken.

In the event that a scheduled street should become wet due to fog, rain, or any other reason, the placement of RHMA-G shall be suspended until the surface has dried completely, as determined by the Agency.

If using sweeping equipment to clean the streets, the Contractor will perform a minimum of two (2) complete passes over all pavement surfaces. In the event the Agency determines that two (2) passes are not adequate, the Contractor shall re-sweep designated areas as necessary to achieve the appropriate level of pavement cleaning. Completion of sweeping shall be evidence by the absence of all loose particles of paving, all dirt, sand, gravel, leaves, and all other extraneous material. Street sweeping equipment shall be a broom sweeper, or approved equal, in a sufficiently maintained condition to accomplish the sweeping goals of the project. Pavement missed by or inaccessible to broom sweepers shall be swept clean by other methods that are approved by the Agency.

4.3. Spreading RHMA-G

RHMA-G shall be spread and compacted at an ambient air temperature of at least 55 degrees F and a surface temperature of at least 60 degrees F.

The Contractor may deposit RHMA-G in a windrow and load it in the paver if the following conditions apply:

- 1. Paver is equipped with a hopper that automatically feeds the screed, or if a Materials Transfer Vehicle (MTV) is used.
- 2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material.
- 3. Activities for depositing, pickup, loading, and paving are continuous.
- 4. RHMA-G temperature in the windrow does not fall below 290 degrees F.
- 5. Tracking of material is controlled in accordance with Section 4.5 of these Specifications

RHMA-G placed in a windrow on the roadway surface must not extend more than 250 feet in front of the paver.

The temperature of the RHMA-G mixture directly behind the paving machine, before any rolling, shall be from 290 to 325 degrees F.

Longitudinal joints in the top layer should be offset six inches from the longitudinal joint in the existing surface layer, if that joint is discernable. The direction of the offset should be towards the lane line, if the joint is not along the lane line. If the longitudinal joint in the existing surface is not discernable, the longitudinal joint shall be along the lane line. A vertical longitudinal joint of more than two inches is not allowed at any time between adjacent lanes open to traffic.

If placing RHMA-G against the edge of existing pavement, cold mill, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material unless the Agency approves placement against the existing pavement edge.

For divided roadways with an RHMA-G lift thickness greater than two inches, Contractor may construct a one-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at

the top and bottom of the tapered wedge. The tapered notched wedge must keep its shape while exposed to traffic. Pave the adjacent lane within 1 day. Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver. Contractor may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 90 percent of theoretical maximum density.

Where a tapered edge is required, use the same type of RHMA-G used for the adjacent lane or shoulder. The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required. The tapered edge must be placed monolithic with the adjacent lane or shoulder and must be shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting RHMA-G to the required cross section as shown. Compaction must be accomplished by constraining the RHMA-G to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to cross roads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown in the Plans. Measure the angle from the plane of the adjacent finished pavement surface. If paving is done in multiple lifts, the tapered edge must be placed with each lift.

Short sections of hand work are allowed to construct tapered edge transitions.

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing RHMA-G over the existing pavement.

Unless otherwise approved by the Agency, until the adjoining through lane's top layer has been paved, do not pave the top layer of:

- 1. Shoulders
- 2. Tapers
- 3. Transitions
- 4. Road connections
- 5. Driveways
- 6. Curve widenings
- 7. Chain control lanes
- 8. Turnouts
- 9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing all compaction activities.

If shoulders or median borders are shown, pave shoulders and median borders adjacent to the lane before opening a lane to traffic.

If shoulder conform tapers are shown, place conform tapers concurrently with the adjacent lane's paving.

4.4. Compacting RHMA-G

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. If a vibratory roller is used as a finish roller, turn the vibrator off. Do not open new RHMA-G pavement to traffic until its mid-depth temperature is below 160 degrees F. If the surface to be paved is both in sunlight and shade, pavement temperatures are taken in the sun.

The Contractor will use any means necessary to compact the RHMA-G material to 92.0 to 96 percent of the theoretical maximum specific gravity. The Contractor will submit to the Agency, in writing, the compaction method to be used at least 5 days prior to placing any RHMA-G material.

Spread sand at a rate between 1 and 2 lbs/sq yd on new RHMA-G pavement when finish rolling is complete. Sand must be free of clay and organic matter. Sand must comply with Section 90-1.02C(3) of the current Caltrans Standard Specifications. Keep traffic off the pavement until spreading of the sand is complete.

4.5. Clean Up / Control of Material Tracked From Project

It is the intent of this specification to minimize the tracking and depositing of RHMA-G and tack beyond the limits of the paved areas of the project.

Any RHMA-G or tack tracked onto adjacent paved or other surfaces shall be removed to the satisfaction of the Engineer within 24 hours of completion of paving operations utilizing those adjacent surfaces, which shall be considered to include the entire truck haul route(s) between the project location(s) and the plant(s) supplying the RHMA-G. If the adjacent surfaces are not cleaned to the satisfaction of the Engineer within 24 hours, the Engineer reserves the right to employ City forces or an outside contractor to clean the area(s). If City forces are employed, liquidated damages in the amount of \$500 per hour times the actual hours required to clean the area(s) will be deducted from monies otherwise due. If an outside contractor is employed, the actual costs for clean up will be deducted from monies otherwise due.

The costs for minimizing or otherwise controlling tracking and depositing and subsequent clean up of any materials shall be considered as included in the other items of work and no additional compensation will be provided therefore.

4.6. Pavement Smoothness

The Contractor will produce an RHMA-G pavement where the surface has a uniform appearance and texture, free from any humps or bumps, and free from segregation. The RHMA-G pavement shall be true to grade and cross section. When a 10-foot straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface

shall not vary from the edge of the straightedge more than 1/8 inch, except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. If the RHMA-G has cooled below the lower limits of the spreading temperatures prescribed in this specification, the surface of the pavement shall be brought to a true grade cross section. The RHMA-G in the area to be repaired shall be removed, by cold milling, to provide a minimum laying depth of 1 inch, or 2 times the maximum aggregate size, whichever is greater, of the new pavement at the join line. Repairs shall not be made to the pavement surface by tampering the thickness at the join lines.

Whenever compaction of the RHMA-G is complete, place all permanent traffic stripes, pavement markings, crosswalks, stop bars, and raised pavement markers as shown in the Plans or project Specifications. Placement of all pavement markings and raised pavement markers shall be completed within 10 calendar days after compaction of the RHMA-G. Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

5. Agency Acceptance

The Agency reserves the right to refuse to permit the use of material solely on the basis of a Certificate of Compliance, except for the asphalt modifier and crumb rubber modifier. The contractor shall allow the Agency or their designee access to observe any and all QC testing being performed. The Contractor must inform the Agency or their designee of the time and location that all QC testing will be performed. Contractor shall deliver samples of materials used to the Agency or permit the Agency or their designee access to obtain samples from any stockpiles or facilities used to store or produce materials used in the RHMA-G upon request at any time during construction. Agency reserves the right to have such materials tested by an independent laboratory for compliance with the requirements in Section 2 for acceptance purposes.

Contractor must submit CalRecycle Form 739-TRP certifying the use of California tires (<u>http://www.calrecycle.ca.gov/Funding/Forms/Tires/CalRecycle739TRP.pdf</u>).

The Agency will use the results of the Contractor's QC test results to determine if the materials used for the RHMA-G meet the quality characteristic requirements that are specified herein. The Agency will accept the completed, in-place RHMA-G if the final product is uniform in appearance, free from all visible defects, bumps, and has met the minimum in-place density specified in Section 4.4 and binder content in section 2.6.

6. Payment

The payment quantity for RHMA-G is measured based on the combined mixture weight. If recorded batch weights are printed automatically, the bid item for RHMA-G is measured by using the printed batch weights. Contractor shall supply:

- 1. Time, date, mix number, load number, and truck identification are correlated with a load slip.
- 2. Each load slip shows the truck's empty weight and the truck's total weight including RHMA-G material.

3. Copy of the recorded batch weights is certified by a licensed weighmaster.

The payment for tack coat shall be considered as included in various other items of work. The Agency does not adjust the unit price for an increase or decrease in the tack coat quantity.

TP16. CLASS 2 AGGREGATE BASE

Aggregate Base, Class 2 shall conform to the provisions of Section 26 of the 2018 edition of Caltrans Standard Specifications and as modified herein.

Section 26-1.02A Class 2 Aggregate Base, first paragraph shall be modified to read: Aggregate for Class 2 aggregate base shall be free from organic mater and other deleterious matter, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm and stable base.

Aggregate may consist of broken and crushed asphalt concrete or Portland cement concrete and may contain crushed aggregate base or other rock materials. The material may contain no more than 3 percent brick by weight as determined by California test method 202 as modified: Brick material retained on a No.4 sieve shall be identified visually and separated manually. Brick quantification shall be based on total weight of dry sample. Also, material retained on the 4.75 mm 9 (No.4) sieve shall contain no more than 15 percent of particles (gravel) that have no more than one fractured face.

Processed Miscellaneous Base shall not be used.

Payment: The contract bid price paid per cubic yard for Class 2 Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in placing Class 2 Aggregate Base, transporting and hauling, spreading, leveling, compacting, watering, disposing of excavated material and no additional compensation will be allowed therefor.

TP17.LOOP DETECTORS

Traffic signal loop detectors shall conform to the 2018 edition of Caltrans Standard Specifications in section 86-5, "Detectors," of the Standard Specifications and Signal, Lighting and Electrical Systems Detectors Plan ES-5B of the Standard Plans, and these technical provisions.

Detector loop configuration shall be Type as shown on plan, or as directed by the Engineer.

Detector loop wire shall be type 2. Detector loop lead in cable shall be Type B. Detector loop curb terminations shall by Type A in accordance with Standard Plan ES-5D. Loop sealant shall be the Hot-melt Rubberized Asphalt seal type, unless otherwise directed by the Engineer. Loop conductors and sealant shall be installed on the same day the loop slots are cut.

Payment for Traffic Signal Detector loops shall be made at the contract unit price for "Loop Detectors" and shall include full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved, and no additional compensation will be allowed therefor.

TP18. TRAFFIC STRIPING AND PAVEMENT MARKINGS

All traffic stripes and markings, both replaced in-kind or as shown on plan, shall be thermoplastic. Application of thermoplastic traffic stripes (lane lines, centerlines) and thermoplastic pavement markings (word and symbol markings, limit lines, crosswalk, etc.) shall conform to the provisions in Section 84, "Pavement Markings," of the 2018 State Standard Specifications and these Special Provisions.

The Contractor shall layout and "cat-track" the alignment of the proposed striping at 15-foot intervals and "spot" the proposed pavement markings as called for on the Plans. Striping shall vary no more than 2 inches in 50 feet from the specified alignment. The Engineer may waive minor variations.

The Contractor shall not proceed with applying any thermoplastic pavement striping and markings until the Engineer has checked and approved the cat-tracking and spotting, and has authorized the Contractor to proceed.

All traffic striping shall be performed with a road liner type striping machine. Where the configuration or location of a traffic stripe is such that the use of a road liner type striping machine is unsuitable, thermoplastic may be applied by other methods and equipment approved by the Engineer. The Engineer shall determine if the road liner type striping machine is unsuitable for a particular use.

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

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

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

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

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

Payment for all thermoplastic traffic striping, pavement markings, legends and markings shall be included in the contract lump sum price paid for Traffic Striping And Pavement Markings. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reestablishing all traffic stripes and applying thermoplastic pavement markings including establishing alignment for stripes, layout work, sandblasting all conflicting markings (including existing paint and thermoplastic on existing adjacent PCC gutters and spandrels), removing all conflicting raised pavement markers, and performing all work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Technical Provisions and as approved by the Engineer, and no separate or additional compensation will be allowed therefor.

TP19.PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 82, "Signs and Markers," of the State of California Standard Specifications and these Special Provisions.

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

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with California Test 669 specified for pavement markers placed in pavement recesses in Section 81-3.02C, "Reflective Pavement Markers," of the State of California Standard Specifications.

Non-reflective pavement markers shall conform to the requirements of the Section 85-1.02B, "Non-Reflective Pavement Markers," of the State of California Standard Specifications.

The bituminous adhesive used to install both reflective and non-reflective markers shall be a hot melt bituminous adhesive asphaltic material with homogeneously mixed mineral filler and shall conform to the requirements specified in Section 81-3.03B, "Hot Melt Bituminous Adhesive," of the Standard Specifications. Epoxy adhesive shall comply with Section 81-3.03C, "Epoxy Adhesive" of the Standard Specifications.

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

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

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

Reflective pavement markers shall be of the prismatic reflector type (3M model white 290-W and yellow 291-2Y) as outlined in Subsection 81-3.02C, "Reflective Pavement Markers," of the State of California Standard Specifications.

In accordance with Public Contract Code Section 3400, the City has made all necessary findings, and hereby declares that the 3M brand product shall exclusively be supplied for use on this project in order to match other reflective pavement marker equipment already in use throughout the City. In addition, the 3M product is the only product that has been found to achieve sufficient retro reflectivity and durability performance. Therefore, no substitutions will be allowed.

Existing pavement markers (blue) designating location of the fire hydrants shall be replaced "in kind" and proposed pavement markers (blue) designating location of the fire hydrants shall be installed, where they previously existed, after the paving is completed.

Payment: The Contract lump sum price paid for Pavement Markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing in-kind raised pavement markers and the items specified herein and no additional compensation shall be allowed therefor.

TP20.REMOVE CONCRETE

The Contactor shall completely remove the concrete gutter and spandrels. Broken concrete, asphalt and debris shall be disposed of concurrently with its removal. Stockpiling will not be allowed without prior written approval of the Engineer.

The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of the Contractor's operations.

If the Contractor encounters material in demolition or work that he has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, he shall immediately so notify the Engineer in writing. Demolition in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time.

Payment: The Contract lump sum price paid for removing the concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all

the work involved in removing, demolition, containing, hauling, disposal, and incidentals. No other payments shall be made therefore.

TP21. MINOR CONCRETE

Portland Cement Concrete (PCC) shall meet the requirements of Section 201, "Concrete, Mortar, and Related Materials," Subsection 302-6, "Portland Cement Concrete Pavement," and Section 303, "Concrete and Masonry Construction," of the Standard Specifications, and these provisions:

- A. Except as otherwise specified, all PCC used on this project shall be Class 560-C-3250 with a maximum slump of 4 in. for all PCC and with the exact mix proportions being determined by the Contractor except as specified by the Engineer.
- B. Admixtures shall not be permitted.
- C. Supplementary Cementitious Materials will not be permitted.
- D. Reclaimed Concrete Material shall not be permitted.
- E. The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer shall not exceed ninety (90) minutes or before 250 revolutions of the drum, whichever occurs first. All PCC remaining in the mixer after said ninety (90) minutes time limit shall be rejected and removed from the project site. When the temperature of the PCC is 30°C (86°F) or greater or any conditions contributing to quick stiffening of the PCC, it shall be removed from the project site.
- F. Contractor shall use ¹/₄ inch bituminous type joint expansion filler only.

Payment: The lump sum amount provided in the bid proposal shall be considered full compensation for furnishing labor, materials, and disposal and construction including the AC pavement adjacent to new work, minor pruning and grinding, clearing and grubbing and no additional compensation will be allowed.

TP22. GUARANTEE

In addition to guarantees required elsewhere, the contractor shall and hereby does guarantee all Work for a period of one (1) year after the date of acceptance of the Work by the City and shall repair and replace any and all such Work, together with any other work which may be displaced in so doing that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the City, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within five (5) days after being notified in writing, the City is hereby

authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who shall pay the cost and charges therefore immediately upon demand.

TP23. PULVERIZED ROADBED (Alternative Bid)

30-3.01 GENERAL

30-3.01A Summary

Section 30-3 includes specifications for constructing a uniform stabilized base by pulverizing existing asphalt concrete pavement and underlying granular base material.

30-3.01B Definitions

Lot: 2000 sq yd of pulverized roadbed

OMC: Optimum moisture content

30-3.01C Submittals

At least 10 days before starting pulverized roadbed activities submit the following:

- 1. QC plan
- 2. Contingency plans for actions you will take to ensure that the pulverized roadbed will be open to traffic at the close of every work shift

Submit a report each day that includes the following items for each lot from the previous day's activities:

- 1. General Information:
 - 1.1 Lot number
 - 1.2 Location description
 - 1.3 Beginning and ending station
 - 1.4 Lane number and offset from centerline
 - 1.5 Ambient air temperature before beginning daily pulverized roadbed activities including time of temperature reading
- 2. A summary of any weight or load slips for each weighed material indicating truck and trailer numbers, tare weight, gross weight, net weight, and date
- 3. Calculated cement application rate in lb/sq yd and percent by dry weight of pulverized roadbed
- 4. Calculated supplementary aggregate application rate in lb/sq yd and percent by dry weight of pulverized roadbed
- 5. Depth of cut at least once every 300 feet along the cut length, on both sides of the pulverizing equipment
- 6. Gradation of pulverized material from loose samples taken from behind the pulverizing equipment
- 7. In-place wet density and relative compaction at 10 random locations under California Test 231
- 8. Laboratory test maximum wet density under California Test 216
- 9. Residual application rate of asphaltic emulsion in gal/sq yd

- 10. Application rate of sand cover in lb/sq yd
- 11. Note on the daily report the postmile or station limits of any unsuitable materials locations and when the Engineer was notified

For each dilution of asphaltic emulsion submit:

- 1. Asphaltic emulsion type
- 2. Weight ratio of water to bituminous material in the original asphaltic emulsion
- 3. Weight of asphaltic emulsion before diluting
- 4. Weight of added water
- 5. Final dilution weight ratio of water to asphaltic emulsion

30-3.01D Quality Control and Assurance

30-3.01D(1) General

Divide the area to receive pulverized roadbed into lots to be produced. A quantity of pulverized roadbed placed at the end of the working day greater than 500 sq yd is a lot. If a quantity of pulverized roadbed placed at the end of a working day is less than 500 sq yd, you may either make this quantity a lot or include it in the previous lot's test results for quality control.

For any lot including the test strip, stop pulverized roadbed activities and immediately notify the Engineer whenever:

- 1. Any test result shown in the Minimum Quality Control Requirements for Pulverized Roadbed table or the Pulverized Roadbed Acceptance Criteria Testing table does not comply with the specifications
- 2. Visual inspection shows non-compliant pulverized roadbed for:
 - 2.1. Segregation, tearing, and scarring of the finished surface
 - 2.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 2.3. Uniform surface texture throughout the work limits
 - 2.4. Repaired areas

If QC or acceptance testing indicates non-compliance and activities are stopped, before resuming activities:

- 1. Inform the Engineer of the adjustments you will make
- 2. Reprocess, remedy, or replace the noncompliant lot
- 3. Construct a new test strip of pulverized roadbed with proposed adjustments demonstrating ability to comply with the specifications
- 4. Obtain authorization

30-3.01D(2) QC Plan

The QC plan must describe the organization, responsible parties, and procedures you will use to perform the following:

- 1. Control quality including sampling, testing, and reporting
- 2. Determine when corrective actions are needed
- 3. Implement corrective actions

Meet with the Engineer 1 week before starting pulverized roadbed activities to review the QC plan.

The QC plan must include (1) copies of the forms that will be used to provide the required inspection records and sampling and testing results, and (2) a pulverizing and paving plan outlining the sequence of work, including the maximum production rate for pulverizing operations. Forms must show project requirements.

The QC plan must include a contingency plan that describes the corrective actions you will take in the event of equipment break down. The corrective actions must include repairing and reopening the roadway to traffic or maintaining traffic control until the lane can be opened to traffic.

30-3.01D(3) Test Strip

On the first day of pulverized roadbed activities and using the same equipment and materials that will be used during production, construct at least 1,500 feet in a single lane width to verify the:

- 1. Equipment, materials, and processes can produce pulverized roadbed in compliance with the specifications
- 2. Effect of varying the pulverizing machine's forward speed and drum rotation rate on the consistency of the pulverized material
- 3. Rolling method and sequence can produce pulverized roadbed in compliance with the compaction and finishing specifications
- 4. Application rate of asphaltic emulsion

Allow 24 hours for authorization. For production, adjustments to the equipment, material, and process determinations made by the test strip must be authorized.

The Engineer tests each test strip under section 30-3.01D(5). Proceed with pulverized roadbed activities when the test strip is authorized except if the Engineer's acceptance criteria test results are not available, you may proceed at your own risk. Do not proceed with pulverized roadbed activities if the equipment and processes fail to produce a pulverized roadbed that complies with the specifications.

30-3.01D(4) Quality Control, Sampling, and Testing

Take samples under California Test 125.

Furnish a testing laboratory with testing personnel for QC that has been qualified under the Department's Independent Assurance Program.

Perform sampling and testing for each test strip and at the specified frequency for the quality characteristics shown in the following table:

Quality characteristic	Test method	Minimum sampling and testing frequency	Requirement	Sampling location	Maximum reporting time allowance
Cement spread rate (lb/sq yd)	Calibrated tray or equal	Test strip and 1 per lot	Specified rate ± 5%	Roadbed	
Cement mixing	Phenolphthalein pH indicator solution	Test strip and 1 per lot	Pink color	Loose mix after pulverizing and mixing	
Gradation (%, passing) Sieve Size 2" 1 1/2"	California Test 202	Test strip and 1 per lot	100 90-100	Loose mix after pulverizing and mixing	
Moisture content (%)	California Test 226 (Determine OMC under California Test 216)	Test strip and 2 per day	From 0 to +3% of OMC	Loose mix after pulverizing and mixing	24 hours
Depth of cut (ft)	NA	300 feet	Not more than 0.05 ft less than the thickness shown	Both sides of reclaiming machine along cut length	
In-place wet density (lb/cu ft)	California Test 231	The same locations as relative compaction tests	Report only		
Relative compaction (%, min)	California Test 231	One per test strip and 10 random locations per lot	95	Compacted roadbed	

Minimum Quality Control Requirements for Pulverized Roadbed

30-3.01D(5) Acceptance Criteria

Pulverized roadbed acceptance is based on:

- 1. Visual inspection specified in 30-3.01D(1)
- 2. Compliance with the Pulverized Roadbed Acceptance Criteria Testing table:

r uiverized Koaubed Acceptance Criteria Testing				
Quality characteristic	Test method	Requirement		
Relative compaction (%, min)	California Test 231	95		
Thickness (ft)	Field measurement	Not more than 0.05 ft less		
		than the thickness shown		

Pulverized Roadbed Acceptance Criteria Testing

30-3.02 MATERIALS

30-3.02A General

Not Used

30-3.02B Supplementary Aggregate

Supplementary aggregate must comply with the Aggregate Quality table for Class 2 aggregate base in section 26. Supplementary aggregate must not include cinders. Do not use supplementary aggregate with more than 50 percent by volume of reclaimed asphalt concrete. Supplementary aggregate must weigh at least 105 lb/cu ft, determined under California Test 212, Compacted Method (by Rodding).

30-3.02C Cement

Cement must be Type II or Type V portland cement as specified in ASTM C 150/150M.

30-3.02D Water

Notify the Engineer if a water source other than potable water is used and perform testing for chlorides and sulfates. If potable water is not used, water must be clean and contain no more than 650 parts per million of chlorides as Cl determined under California Test 422 and no more than 1,300 parts per million of sulfates as SO₄ determined under California Test 417.

30-3.02E Asphaltic Emulsion

Asphaltic emulsion must be Grade SS1h or CSS1h.

For dilution, the weight ratio of water added to asphaltic emulsion must not exceed 1 to 1.

30-3.02F Sand Cover

Sand cover must comply with section 90-1.02C(4)(c).

Sand must not contain clay or organic matter.

30-3.03 CONSTRUCTION

30-3.03A General

Do not start pulverized roadbed activities if the ambient air temperature is below 40 degrees F. If the ambient air temperature falls below 40 degrees F, you may only compact and finish pulverized roadbed.

Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

Do not use a heating device to soften the pavement.

30-3.03B Equipment

Do not interrupt traffic while servicing pulverized roadbed equipment.

Pulverizing equipment must:

- 1. Be a self-propelled reclaiming machine
- 2. Pulverize the existing pavement and underlying material to the required size
- 3. Mix the pulverized pavement, underlying material, water, cement, and supplementary aggregate into a homogeneous and uniform mixture
- 4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
- 5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the specified depths

Supplementary aggregate or cement spreading equipment must uniformly distribute the supplementary aggregate or cement throughout the area to receive it. The spreader must be equipped with working scales or proportioning and distance measuring devices to control the spread rate.

If supplementary aggregate or cement is spread before pulverizing the existing pavement, the pulverizing equipment must produce a uniform mixture without segregation.

Compacting equipment must be a sheepsfoot roller, a vibratory steel-tired roller, and a pneumatictired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

Grading equipment must be a motor grader with automatic grade controls for profile elevation and cross slope.

Spread sand cover with a self-propelled spreader equipped with a mechanical device that spreads sand over the entire roadbed at a uniform rate in a single application.

30-3.03C Surface Preparation

Before pulverized roadbed activities start, prepare the existing roadway surface by:

- 1. Clearing foreign matter including vegetation
- 2. Removing standing water
- 3. Referencing the profile and cross slope
- 4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
 - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
 - 4.2. Cut lines must indicate the sequence of the cuts
- 5. Referencing existing lane lines and striping layout

If excess material is to be stored adjacent to the shoulder, clear and dispose of the weeds, grass, and debris from the area.

30-3.03D Spreading, Mixing, and Compacting

Spread supplementary aggregate before spreading cement. The supplementary aggregate spread rate must be $__{lb/sq}$ yd ± 5 percent.

Do not spread dry cement in windy conditions that will result in dust outside the pulverized roadbed area. The cement spread rate must be $___ lb/sq$ yd ± 5 percent.

Mix cement within 30 minutes of spreading. The mixture must not include streaks and pockets of cement. Remix these areas until uniform and homogeneous. Complete all mixing and compacting within 4 hours of mixing cement.

Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting.

If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

If the established grade will cause noncompliance with the thickness requirements, notify the Engineer.

30-3.03E Finishing

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline.

The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Do not allow traffic including construction equipment on the finished pulverized surface for 24 hours from the time the material was compacted except equipment to apply asphaltic emulsion and sand.

On the same day the roadbed is pulverized, apply a coat of asphaltic emulsion to the finished surface. Apply asphaltic emulsion before opening to traffic. Apply asphaltic emulsion at a residual rate from 0.04 to 0.07 gal/sq yd binder content. Apply sand over immediately after the asphaltic emulsion breaks. Place temporary traffic control. Do not open to traffic without the Engineer's authorization.

Spread sand at a rate from 2 to 4 lb/sq yd. Remove excess sand from the surface by sweeping.

While open to traffic and before placing HMA, maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor HMA.

Place at least 0.15 foot of HMA on the finished surface of pulverized roadbed within _____ days of applying asphaltic emulsion and sand cover.

30-3.04 PAYMENT

Pulverized roadbed is measured by the completed length and width.

Supplementary aggregate (pulverized roadbed) is measured by weight under section 26.

Asphaltic emulsion (pulverized roadbed) is measured under section 94. Dilution water is measured either by weight or volume as specified for weighing, measuring, and metering devices under section 9-1.01 or you may use water meters from water districts, cities, or counties. For water measured by volume, apply a conversion factor to determine the correct weight.

Sand cover (pulverized roadbed) is measured as specified for screenings in section 37-2.04.

The Department does not adjust the unit price for cement (pulverized roadbed).

PROJECT III TECHNICAL PROVISIONS

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TP01. NOTIFICATION OF RESIDENTS AND BUSINESSES

The Contractor shall provide notice of the work, in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing construction activities, to all agencies, firms, institutions, postal service, residents, Transit Authorities, schools, stores, utilities and waste disposal service providers fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking. All schools and churches shall receive seven (7) working days notification prior to performing any work which will restrict property access.

The Contractor shall coordinate with the school district for pick-up and drop-off of school children, with the transit authority for the pick-up and drop off of riders, with waste collection/disposal service providers, with the US postal service to ensure delivery of mail, and with churches for weekly or special activities.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted along the street. All public notices must be reviewed and approved by the Resident Engineer prior to its distribution.

The Contractor shall also post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') maximum spacing along each side of the affected street for forty-eight (48) hours prior to the commencement of the street improvement work. The Contractor shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles will not be allowed.

The signs shall contain the day, date, hours and vehicle code section reference that parking will be prohibited on that particular street, CVC 22651L and CVC 22654D. Signs that prohibit or restrict parking shall be removed immediately upon completion of work in the restricted or prohibited area.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Payment: Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

TP02. SOUND REQUIREMENTS

Sound control shall conform to General Conditions Article 25 and the provisions in Section 3-12.2, "Noise Control," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

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

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

TP03. TRAFFIC CONTROL

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access through work areas, detours, and street closures shall be in accordance with these Technical Provisions, Special Provisions; Traffic Control Plans; California MUTCD, Part 6, Temporary Traffic Control, Caltrans adopted 2014; the current "Work Area Traffic Control Handbook"; and Subsection 7-10, of the current "Standard Specifications for Public Works Construction," including all its subsequent amendments. Nothing in the Special Provisions shall be construed as relieving the Contractor from its responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

- 1. Special Provisions
- 2. Traffic Control Plans
- 3. California Manual on Uniform Traffic Control Devices, Part 6, Temporary Traffic Control, Caltrans adopted 2014.
- 4. Work Area Traffic Control Handbook. (WATCH)
- 5. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

1. All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

- 2. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; California MUTCD Part 6, Temporary Traffic Control; the Work Area Traffic Control Handbook; and the Standard Specifications.
- 3. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.
- 4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.
- 5. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.
- 6. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.
- 7. The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.
- 8. Type III barricades, no less than 1.83 m (6') in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3' except that one (1) 11' wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, "Road

Closed" sign, one (1) R11-4, "Road Closed to Thru Traffic," sign, and a Type P warning sign.

- 9. Channelizers shall be surface mounted type and shall be furnished, placed and maintained at the locations shown on the Plans or as approved by the Engineer, and shall conform to the provisions in Subsection 12-3.07, "Channelizers," of the State of California Standard Specifications and these Special Provisions.
- 10. When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.
- 11. Reflectorized (both sides) temporary self-adhesive markers, 100mm (4in) wide, shall be applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used for to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 600mm (24in) intervals transverse to the road to delineate stop bars and limit lines.
- 12. The reflectorized temporary markers shall be removed the same day the first coat of striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.
- 13. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) 11' wide lanes on streets having an effective roadway width of 44' or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 12' wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.
- 14. No reduction of the traveled way width shall be permitted on any City street before 9:00 a.m. or after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.
- 15. Properly trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.
- 16. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:30 a.m. and 3:30 p.m. while essential work activity is taking place only upon approval by the Engineer and providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice.

- 17. Convenient and safe pedestrian access to schools, churches, occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.
- 18. Vehicular access to business, school and church driveways shall be maintained at all times during construction.
- 19. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety devices and equipment being used, that are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.
- 20. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.
- 21. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.
- 22. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.
- 23. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance of not more than 500' from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.
- 24. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO

PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.

- 25. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the City reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor's or permittee's expense, and shall deduct the cost therefore from the Contractor's progress or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.
- 26. Streets determined to be major thoroughfares by the Engineer shall undergo construction in stages, or as approved by the field inspector, to allow at least one 10 ft. wide traffic lane for each direction of travel at all times. The Engineer will approve street closures for construction, as necessary, based on the approved construction schedule.
- 27. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.

EXCEPTION: Contractor may not work on a street that is in front of a school between the hours of 7:00 AM and 3:30 PM. Monday through Friday unless written authorization is given by the City Engineer. All streets abutting a school ground can only be worked on during weekends.

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

TP04. MOBILIZATION

Mobilization shall conform to General Conditions, Article 45 and the following: Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. De-mobilization shall consist of the completion of all final construction and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

- 1. Satisfactory completion of Finishing Roadway;
- 2. Removal of all temporary facilities, construction office, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer;
- 3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition;
- 4. Completion of record of drawings (as-built), to the satisfaction of the Engineer;
- 5. Submission of final certified payroll documents to the Engineer;
- 6. Completion of the requirements of permits issued by other agencies;
- 7. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

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

TP05. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

Construction Survey, Staking and Monument Preservation includes qualified personnel, equipment, and supplies required for, but not limited to Project control, grading, paving, tie out of all centerline monuments, replacement of disturbed monuments, and additional items included in the contract documents.

The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the work to the proper lines and grades. Reconstructed asphalt concrete surfaces shall have a cross slope between 1.5% and 3.5%. New curb & gutter shall have a minimum slope of 0.5%. Grade breaks must be spaced a minimum 25' apart and be no greater than 0.25%. Copies of the field notes, cut sheets or diagrams used in setting stakes shall be promptly furnished to the Engineer.

The contractor will be responsible to provide pre and post-construction corner records for the City to file with Riverside County.

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

TP06. CONSTRUCTION WATER

The Contractor shall obtain construction water from Beaumont Cherry Valley Water District. Temporary construction water meters are available from the District. These meters will require the Developer/Contractor make application at the District offices and pay all the required deposits/fees.

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

TP07. PAVEMENT PREPARATION

Work shall consist of preparing the existing bituminous pavement to receive an AC overlay and shall include, but not be limited to, weed killing, crack sealing, pothole repair and surface preparation as required in the Standard Specifications and these Special Provisions. The existing AC pavement exposed after cold milling shall be evaluated by Engineer and Contractor to determine extent of crack sealing and pothole repair.

Weed Killing:

Work shall consist of killing and removing weeds and other organic materials from the existing cracks, joints and random cracks in bituminous surfaces to be repaved and the adjacent curbs and gutters.

Contractor shall spray all weeds in cracks, crevices and potholes with Monsanto brand Roundup (or approved equal) in accordance with the manufacturer's instructions a minimum of fourteen (14) calendar days prior to crack sealing work. All weeds shall be re-sprayed if rain occurs within 48 hours after application. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The Contractor shall remove any and all weeds that are growing through cracks from the project street located and growing within the pavement, between the concrete gutter and the pavement and in the curb and gutter to the back of curb. The contractor shall take additional care when spraying adjacent to landscape areas to assure that no overspray occurs behind the curb.

Payment for weed killing/herbicide application and weeds removal shall be included in the price paid for other items of work and shall include full compensation for all labor, tools, materials, equipment, disposal of loose materials and incidentals for doing work involved and no separate or additional compensation will be allowed therefor.

Crack Sealing:

Crack sealing will be preformed by City forces prior to the start of construction.

Removal of Existing Pavement Striping, Markings and Legends and Raised Pavement Markers:

Contractor shall remove all existing thermoplastic and painted pavement striping, markings and legends and raised pavement markers to a clean surface level with the adjacent pavement prior to construction of an AC overlay.

Payment for such removal shall be included in the price paid for other items of work and shall be full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no separate or additional compensation will be allowed therefor.

TP08. SLURRY SEAL TYPE II

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Slurry Seal. Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

<u>Emulsified Asphalt Material</u> – The liquid emulsion shall be water-based emulsified asphalt comprised of straight-run vacuum tower bottoms, synthetic SBR latex polymer, and emulsification agents. The SBR polymer shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine.

The emulsified asphalt shall conform to the requirements of the ASTM specification for quick set CQS with revisions as indicated in the table below. In addition, the emulsion shall contain 1%, 3% minimum SBR latex solids based on weight of asphalt cement. The slurry seal mixture shall contain an emulsion content of 10 - 20% by weight of dry aggregate which shall be determined in the laboratory by an approved mix design process. The residual asphalt content shall be 5 - 15% based on weight of dry aggregate.

Tests on CQS Emulsion	Minimum	Maximu	Test Method
		m	
Viscosity, Saybolt Furol, 25°C, sec, (a)	20	100	ASTM D 244
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Residue, %	60		AASHTO T 59
Polymer:			
Polymer Solids Based on Weight of Asphalt, %	1, 3		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Tests on Residue (b)			AASHTO T 59

Penetration, 25°C, 100g, 5s	40	ASTM D 5
Ductility, 25°C, 5 cm/min, cm	40	ASTM D 113
Solubility in Trichloroethylene, %	97.5	ASTM D 2042
Elastic Recover, 77 F, 10cm,1h, %	40	ASTM D 5976

The specification for Slurry Emulsion is in accordance with the material properties and test methods as specified by ISSA, ASTM, and AASHTO.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

<u>AGGREGATE</u> - The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color with 100% fractured faces, clean and free from organic matter or other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Sieve Size	Type II	Type III	Tolerance
3/8"	100	100	+ or - 5%
No.4	90-100	70-90	+ or - 5%
No. 8	65-90	45-70	+ or - 5%
No. 16	45-70	28-50	+ or - 5%
No. 30	30-50	19-34	+ or - 5%
No. 50	18-30	12-25	+ or - 4%
No. 100	10-21	7-18	+ or - 3%
No. 200	5-15	5-15	+ or - 2%

Gradation Table – Aggregate (percent passing) (a) (b)

- (a) Meets ISSA gradation.
- (b) If oversize material is present, screening through a ¹/₄" screen will be required prior to delivery to the slurry machine. If clay balls are present, the aggregate may not be used.

Resistance to Degradation	(ASTM C131 grading D)	20% maximum loss
Soundness of Aggregate	(ASTM C88)	15% maximum loss
Sand Equivalent	(ASTM D 2419)	55% maximum
LA Abrasion	(AASHTO T96)	20% maximum loss

<u>Mineral Filler</u>: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

<u>Water:</u> All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

<u>Additives:</u> Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the Project Manager.

<u>Slurry Seal Mix Design Specifications</u>: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The mix design shall identify the job mix formula and present test results for the required specifications verifying the compatibility of the aggregate and the modified CQS-1HL. The mix design shall follow the standards and guidelines as set forth by ISSA. The Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft² (807 g/m²)
ISSA TB-109	Sand Adhesion by wheel tester	50 g/ft ² Maximum
ISSA TB-105	Asphalt Content (based on dry aggregate)	5 - 15%
Trial Mix Characteristics		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
		No excess free liquids in mix
ISSA TB-113/3.5	Mix Characteristics	No excessively dry or stiff
		mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7	Set Time at 77°F Displacement	30 minutes maximum
ISSA TB-113/3.8	Clear blot	30 minutes maximum
Cured Trial Mix Evaluation	n (24hr-77°F cured mix from ISSA T113,	/3.6 - 30 second mix)
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Fines Flotation	No fines flotation

ISSA T113/4.3	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test - modified (24hr 77°F cured mix from ISS		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min12 kg-cmmin60 minreport2 hrreport4hrreport24hrsolid spin (26 in-lb)

<u>Composition of mixture</u>: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt:	5% - 15% by dry weight of aggregate.
Emulsion Content:	10% - 20% by dry weight if aggregate.
Mineral Filler:	0.5% to 2% by dry weight of aggregate.
Polymer Content:	1%, 3% minimum based on weight of asphalt cement.
Water (Potable):	As required to provide proper consistency.
Application Rate (average): 18-22 lbs. per square yard (Type III)	16-20 lbs. per square yard (Type II)

<u>Equipment:</u> The material shall be mixed by either a truck mounted or self propelled microsurfacing mixing machine. The machine shall employ continuous flow mixing and be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing

machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

<u>Spreading Equipment:</u> The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No "burlap" will be permitted to be drug behind the squeegee box except along the seams where a 2' to 3' wide burlap "blanket" will be permitted to be drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates. The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

<u>Calibration</u>: Each mixing unit to be used during performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

<u>Lines:</u> Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

<u>Handwork:</u> Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

<u>Curing</u>: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at their expense.

<u>Surface Preparation</u>: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

<u>Weather Limitations:</u> The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures **PROJECT III TECHNICAL PROVISIONS** are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

<u>Clean Up</u>: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

<u>Payment:</u> The Slurry Seal shall be measured and paid for by the square yards on the work completed and accepted by the buyer. The price shall be full compensation for furnishing all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

TP09. TRAFFIC STRIPING AND PAVEMENT MARKINGS

All traffic stripes and markings, both replaced in-kind or as shown on plan, shall be thermoplastic. Application of thermoplastic traffic stripes (lane lines, centerlines) and thermoplastic pavement markings (word and symbol markings, limit lines, crosswalk, etc.) shall conform to the provisions in Section 84, "Pavement Markings," of the 2018 State Standard Specifications and these Special Provisions.

The Contractor shall layout and "cat-track" the alignment of the proposed striping at 15-foot intervals and "spot" the proposed pavement markings as called for on the Plans. Striping shall vary no more than 2 inches in 50 feet from the specified alignment. The Engineer may waive minor variations.

The Contractor shall not proceed with applying any thermoplastic pavement striping and markings until the Engineer has checked and approved the cat-tracking and spotting, and has authorized the Contractor to proceed.

All traffic striping shall be performed with a road liner type striping machine. Where the configuration or location of a traffic stripe is such that the use of a road liner type striping machine is unsuitable, thermoplastic may be applied by other methods and equipment approved by the Engineer. The Engineer shall determine if the road liner type striping machine is unsuitable for a particular use.

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

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

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

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

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

Payment for all thermoplastic traffic striping, pavement markings, legends and markings shall be included in the contract lump sum price paid for Traffic Striping And Pavement Markings. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reestablishing all traffic stripes and applying thermoplastic pavement markings including establishing alignment for stripes, layout work, sandblasting all conflicting markings (including existing paint and thermoplastic on existing adjacent PCC gutters and spandrels), removing all conflicting raised pavement markers, and performing all work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Technical Provisions and as approved by the Engineer, and no separate or additional compensation will be allowed therefor.

TP10.PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 82, "Signs and Markers," of the State of California Standard Specifications and these Special Provisions.

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

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with California Test 669 specified for pavement markers placed in pavement recesses in Section 81-3.02C, "Reflective Pavement Markers," of the State of California Standard Specifications.

Non-reflective pavement markers shall conform to the requirements of the Section 85-1.02B, "Non-Reflective Pavement Markers," of the State of California Standard Specifications.

The bituminous adhesive used to install both reflective and non-reflective markers shall be a hot melt bituminous adhesive asphaltic material with homogeneously mixed mineral filler and shall conform to the requirements specified in Section 81-3.03B, "Hot Melt Bituminous Adhesive," of

the Standard Specifications. Epoxy adhesive shall comply with Section 81-3.03C, "Epoxy Adhesive" of the Standard Specifications.

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

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

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

Reflective pavement markers shall be of the prismatic reflector type (3M model white 290-W and yellow 291-2Y) as outlined in Subsection 81-3.02C, "Reflective Pavement Markers," of the State of California Standard Specifications.

In accordance with Public Contract Code Section 3400, the City has made all necessary findings, and hereby declares that the 3M brand product shall exclusively be supplied for use on this project in order to match other reflective pavement marker equipment already in use throughout the City. In addition, the 3M product is the only product that has been found to achieve sufficient retro reflectivity and durability performance. Therefore, no substitutions will be allowed.

Existing pavement markers (blue) designating location of the fire hydrants shall be replaced "in kind" and proposed pavement markers (blue) designating location of the fire hydrants shall be installed, where they previously existed, after the paving is completed.

Payment: The Contract lump sum price paid for Pavement Markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing in-kind raised pavement markers and the items specified herein and no additional compensation shall be allowed therefor.

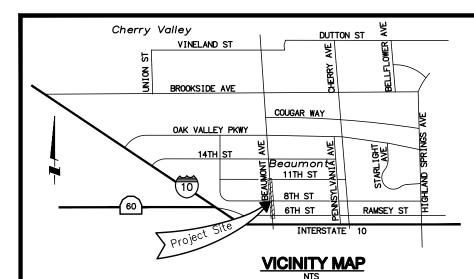
TP11. GUARANTEE

In addition to guarantees required elsewhere, the contractor shall and hereby does guarantee all Work for a period of one (1) year after the date of acceptance of the Work by the City and shall repair and replace any and all such Work, together with any other work which may be displaced in so doing that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the City, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within five (5) days after being notified in writing, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who shall pay the cost and charges therefore immediately upon demand.

APPENDIX A-CONSTRUCTION PLANS

(Reduced Scale)

APPENDIX B- STANDARD DRAWINGS



CITY OF BEAUMONT, CALIFORNIA Street Improvement Plans BEAUMONT AVENUE REHABILITATION (5TH STREET TO 6TH STREET & 8TH STREET TO 11TH STREET) **SEE SHEET 2 STREET NOTES** Additive A ------

GENERAL NOTES

- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENT SHOWN ON THIS SET OF PLANS.
- APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE. RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN
- NON-CONFORMANCE IS DISCOVERED CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER- OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL
- PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1.000.000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE
- NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATI AGENCIES.
- REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
- NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. NOTED WITHIN THE REVISION BLOCK. ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
- THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY
- 10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION
- 11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
- A. SUMMARY SHEET B. LABORATORY WORK SHEETS
- C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS
- 12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
- 13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- 14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS
- 15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY CONCERNED AGENCY SHOWING THE DESIGN OF SHORING BRACING SLOPE OR OTHER PROVISIONS BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION. 16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL
- CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO. 17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH
- BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7: 00 A.M. AND 6: 00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
- 18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- 19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PFRMIT 20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE
- OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- 22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

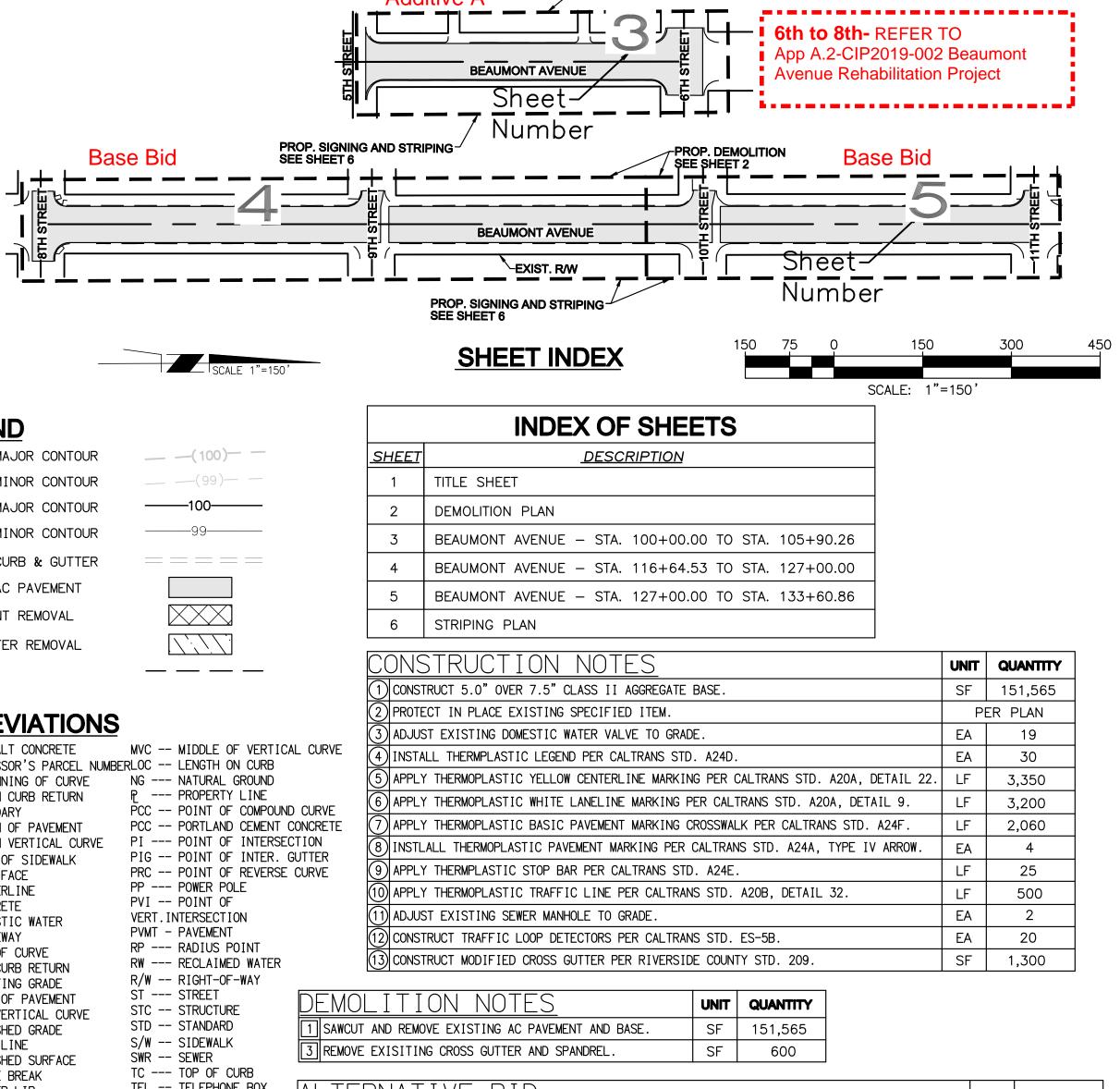
UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409–2365
AT&T	(800) 892–0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913
	OT UND LODO ALL OTODU DOL

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION	EER SHALL BE RE S FOR APPROVAL IFY TIE-IN FLOV
AND REVISING THE PLANS FOR APPROVED BY THE CITY. BEARING: N 52°49'02.84" E BENCHMARK: CITY OF BEAUMONT DESCRIPTION:	
Image: Call 2 Working Days 1-3/8" BRASS CAP MONUMENT MARKED Image: Call 2 Working Days 1-3/8" BRASS CAP MONUMENT MARKED Image: Call 2 Working Days 1-3/8" BRASS CAP MONUMENT MARKED Image: Call 2 Working Days 1-3/8" BRASS CAP MONUMENT MARKED Image: Call 2 Working Days 1-3/8" BRASS CAP MONUMENT MARKED Image: Call 2 Working Days 1-3/8" BRASS CAP MONUMENT MARKED	
Call 2 working Days Before You Dig! 811 CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R. Before You Dig! 811	
(ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.) BY MARK DESCRIPTION REVISIONS	

ENGINEER

TO OBTAIN ACTUAL ELEVATION.)



LEGEND

EXISTING MAJOR CONTOUR EXISTING MINOR CONTOUR PROPOSED MAJOR CONTOUR PROPOSED MINOR CONTOUR EXISTING CURB & GUTTER PROPOSED AC PAVEMENT AC PAVEMENT REMOVAL CROSS GUTTER REMOVAL

SAWCUT

ABBREVIATIONS

AC	ASPHALT CONCRETE	MVC -
APN	ASSESSOR'S PARCEL NUMBER	RLOC
	BEGINNING OF CURVE	
BCR	BEGIN CURB RETURN	P
BNDY -	BOUNDARY	PCC -
BP	BEGIN OF PAVEMENT	PCC -
BVC	BEGIN VERTICAL CURVE	PI
	BACK OF SIDEWALK	PIG -
	CURB FACE	PRC -
	CENTERLINE	PP
CONC -	CONCRETE	PVI -
DW	DOMESTIC WATER	VERT.
	DRIVEWAY	PVMT ·
EC	END OF CURVE	RP
ECR	END CURB RETURN	RW
EG	EXISTING GRADE	R/W -
EP	EDGE OF PAVEMENT	ST
EVC	END VERTICAL CURVE	STC -
FG	FINISHED GRADE	STD -
FL	FLOW LINE	S/W -
FS	FINISHED SURFACE	SWR -
GB	GRADE BREAK	TC
GL	GUTTER LIP	TEL -
	HEADER	WV
	HIGH POINT	VC
LP	LOW POINT	VLT -

- LUW PUIN LS --- LANDSCAPE AREA

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

- 1. THE EXISTENCE AND LOCATION OF ANY PLANS ARE OBTAINED BY A SEARCH OF ARE NO EXISTING UTILITIES EXCEPT 1 TAKE ALL PRECAUTIONARY MEASURES TO STRUCTURES NOT SHOWN ON THESE PLANS TO THESE I INES OR STRUCTURES
- SPONS

WV WATER VALVE	<u>ALTERNATIVE BID</u>	UNIT	QUANTITY
	1 PULVERIZE EXISTING AC PAVEMENT, BASE AND NATIVE SOIL 18" DEEP PER CALTRANS SPECIFICATIONS	SF	151,565
VLT VAULT WM WATER METER	2 REMOVE EXCESS PULVERIZED MATERIAL TO TOP OF BASE PER TYPICAL STREET SECTION SHOWN ON SHEET 2	CY	2,357

UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE	DEC
HOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR S, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE	I HEREB EXERCIS SECTION
SIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR	CONSIST

J NUTIFY THE UWINER OF ALL UTILITIES OR ARTING WORK.

WIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE UANTITIES PRIOR TO BIDDING FOR CONSTRUCTION. THE PRIVATE RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING

ESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND . BY THE CITY.

DW LINES AND/OR INVERT ELEVATIONS PRIOR TO BEGINNING OF ANY WINER/ENGINEER OF ANY DISCREPANCIES.

CLARATION OF RESPONSIBLE CHARGE

BY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE SED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN IN 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS STENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: MICHAEL BAKER INTERNATIONAL

ADDRESS: 75410 GERALD FORD DRIVE, SUITE 100

CITY. ST.: <u>PALM D</u>ESERT, CA

TELEPHONE: <u>760-346</u>-7481 BY: DANIEL KORAVOS, RCE 36718 DATE: _

(NAME OF ENGINEER & RCE) DESIGN BY: Reviewed By: 75410 Gerald Ford Dr. Ste:100 RAWN BY **Michael Baker** Palm Desert. CA 92211 one: (760) 346-7481 Recommended INTERNATIONAL MBAKERINTL.COM HECKED BY: for Approval By: No. C36718 AS NOTED Approved By: - Jany Koscen SEPTEMBER 20⁴ 01/13/2020 CITY OF BEAUMONT DANIEL KORAVOS JOB NUMBER: DATE ENGINEERING DIVISION R.C.E. 36718 * EXP. 06/30/20 17325 CITY

- WATER. ELECTRIC. GAS AND STORM DRAIN

- STANDARD SPECIFICATIONS

- 17.

SIGNING & STRIPING NOTES

- CALIFORNIA SUPPLEMENT (MUTCD)

- AND AS DIRECTED BY THE ENGINEER.

WORK TO BE DONE:

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER

- BEAUMONT MUNICIPAL CODE
- FACILITIES.

- 3. THIS SET OF PLANS.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520

2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS 3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWEF

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING S PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT

5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS. NO REVIEW OR APPROVAL OF THESE PRIVAT FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT 6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.

7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED

. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS. TIE POINTS. PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR F SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.

9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE 10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT

11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB). PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE

12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER

13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY S NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE #_ __ ON THE PLAN

14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY

15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207. AS DIRECTED IN THE FIELD 16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEALMONT'S APPROVED STREET LIGHTING SPECIFICATIONS FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE)

19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING. BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE

ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE STANDARD PLANS AND THE 2013 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALIFORNIA MUTCD STANDARD DETAILS. STENCILS FOR PAVEMENT MARKING SHALL ALSO MATCH CALIFORNIA MUTCD STANDARD DETAILS. 3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE

ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES. 5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES

6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMs), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS

7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL 8. ALL RPMs SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMs WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.

9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. 10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY OF BEAUMONT YARD OR AS DIRECTED BY THE ENGINEER.

11. THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED SIGNING, STRIPING, AND PAVEMENT MARKINGS IN ACCORDANCE WITH THE PLANS AND OBTAIN THE ENGINEER'S APPROVAL PRIOR TO ACTUAL INSTALLATION. 12. PAINT MAY BE USED FOR MARKING PAVEMENT SURFACES THAT ARE NOT YET CAPPED/FINISHED. CONTRACTOR WILL MAINTAIN SAID TEMPORARY (PAINT) PAVEMENT MARKINGS UNTIL INSTALLATION OF ASPHALT CAPPING AND THERMOPLASTIC PAVEMENT MARKINGS ARE COMPLETED.

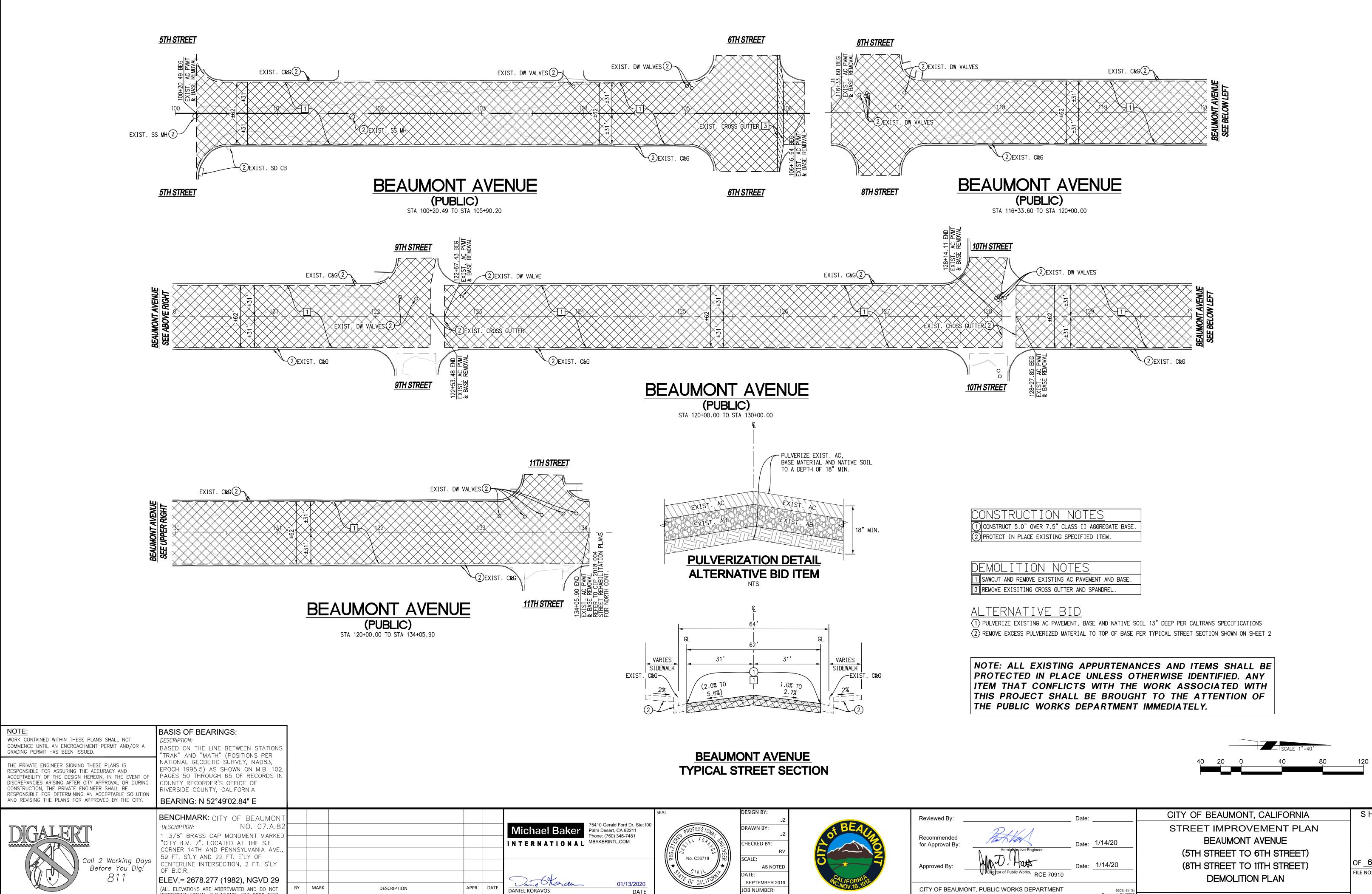
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461

FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.DOMESTIC AND

RECLAIMED WATER: THE CHERRY VALLEY MUNICIPAL WATER DISTRICT STANDARDS FOR DOMESTIC AND RECLAIMED WATER FACILITIES. ALL OTHER PUBLIC WORKS: THE MOST CURRENT VERSION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).

4. SOILS REPORT AND RECOMMENDATIONS BY SLADDEN ENGINEERING, PROJECT NO. 644-19031, DATED 8-26-19. 5. CALIFORNIA STORM WATER QUALITY ASSOCIATION BMP CONSTRUCTION HANDBOOK AND CALTRANS CONSTRUCTION SITE BMP MANUAL. 6. CALTRANS STANDARD PLANS(2018 EDITION) - FOR SIGNING AND STRIPING.

				2
	Date:	CITY OF BEAUMONT, CALIFORNIA	SHEET	
RIVA		STREET IMPROVEMENT PLAN		
Matter	Date: 1/14/20	BEAUMONT AVENUE	1	
		(5TH STREET TO 6TH STREET)		051
birector of Public Works, PCE 70010	Date:1/14/20	(8TH STREET TO 11TH STREET)	OF <u>6</u> SHEETS	173
V Director of Public Works, RCE 70910		TITLE SHEET	FILE NO:	TA/
, PUBLIC WORKS DEPARTMENT	550E. 6th St			
	Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526	FOR: CITY OF BEAUMONT		~



JOB NUMBER:

173251

DATE

BY MARK

ENGINEER

DESCRIPTION

REVISIONS

(ALL ELEVATIONS ARE ABBREVIATED AND DO NOT

REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET

TO OBTAIN ACTUAL ELEVATION.)

APPR. DATE

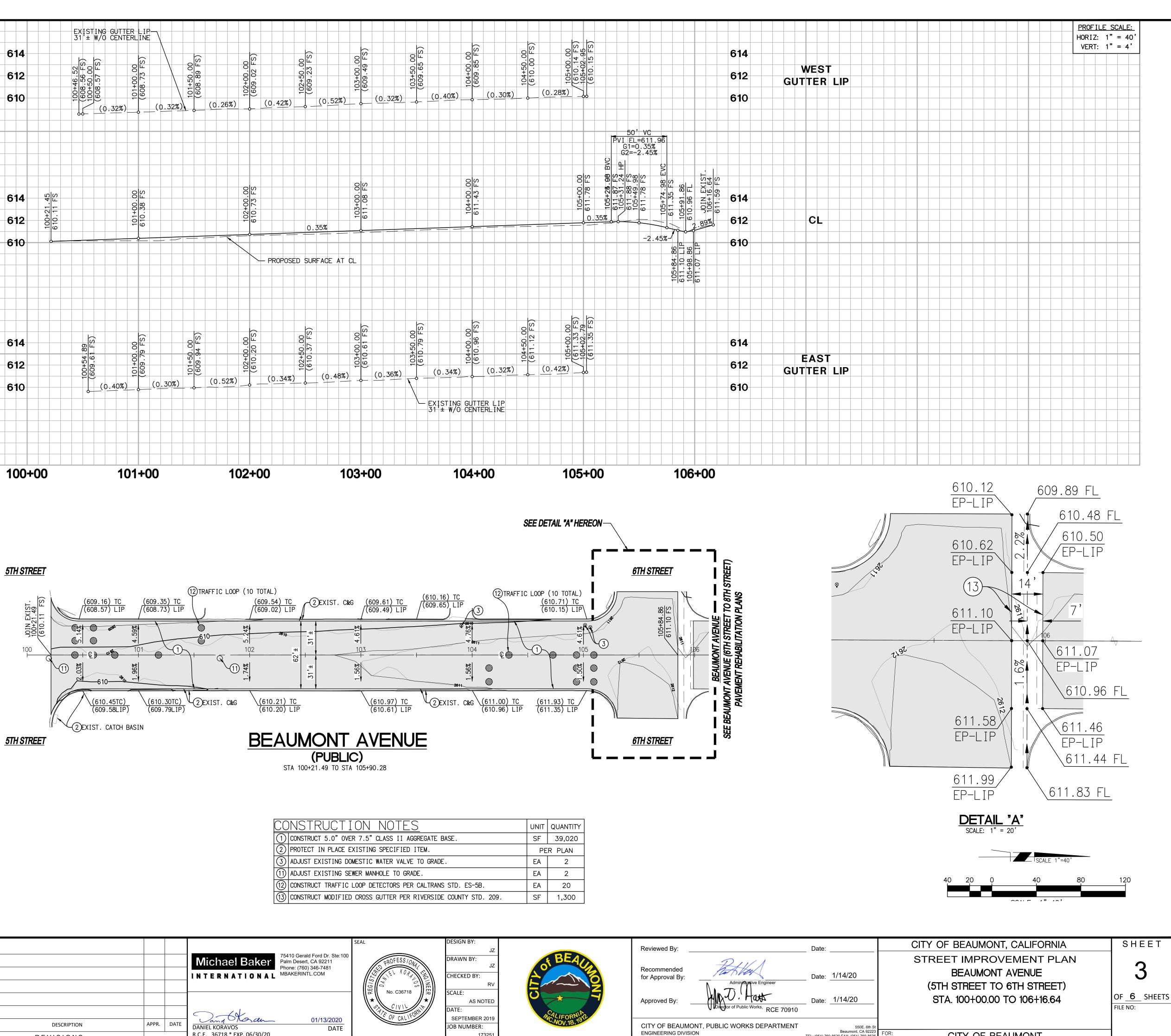
CITY

R.C.E. 36718 * EXP. 06/30/20

Reviewed By:	Date:	CITY OF BEAUMONT, CALIFORNIA	SHEET
72	11/1	STREET IMPROVEMENT PLAN	
Recommended for Approval By:	Date: 1/14/20	BEAUMONT AVENUE	
	ni ghtyre tive Engineer	(5TH STREET TO 6TH STREET)	251,
Approved By:	Date: 1/14/20	(8TH STREET TO 11TH STREET)	OF 6 SHEETS
	Public Works, RCE 70910	DEMOLITION PLAN	FILE NO:
CITY OF BEAUMONT, PUBLIC W			⊲ O ⊂
ENGINEERING DIVISION	Beaumont, CA 9222: TEL: (951) 769-8520 FAX: (951) 769-8520		

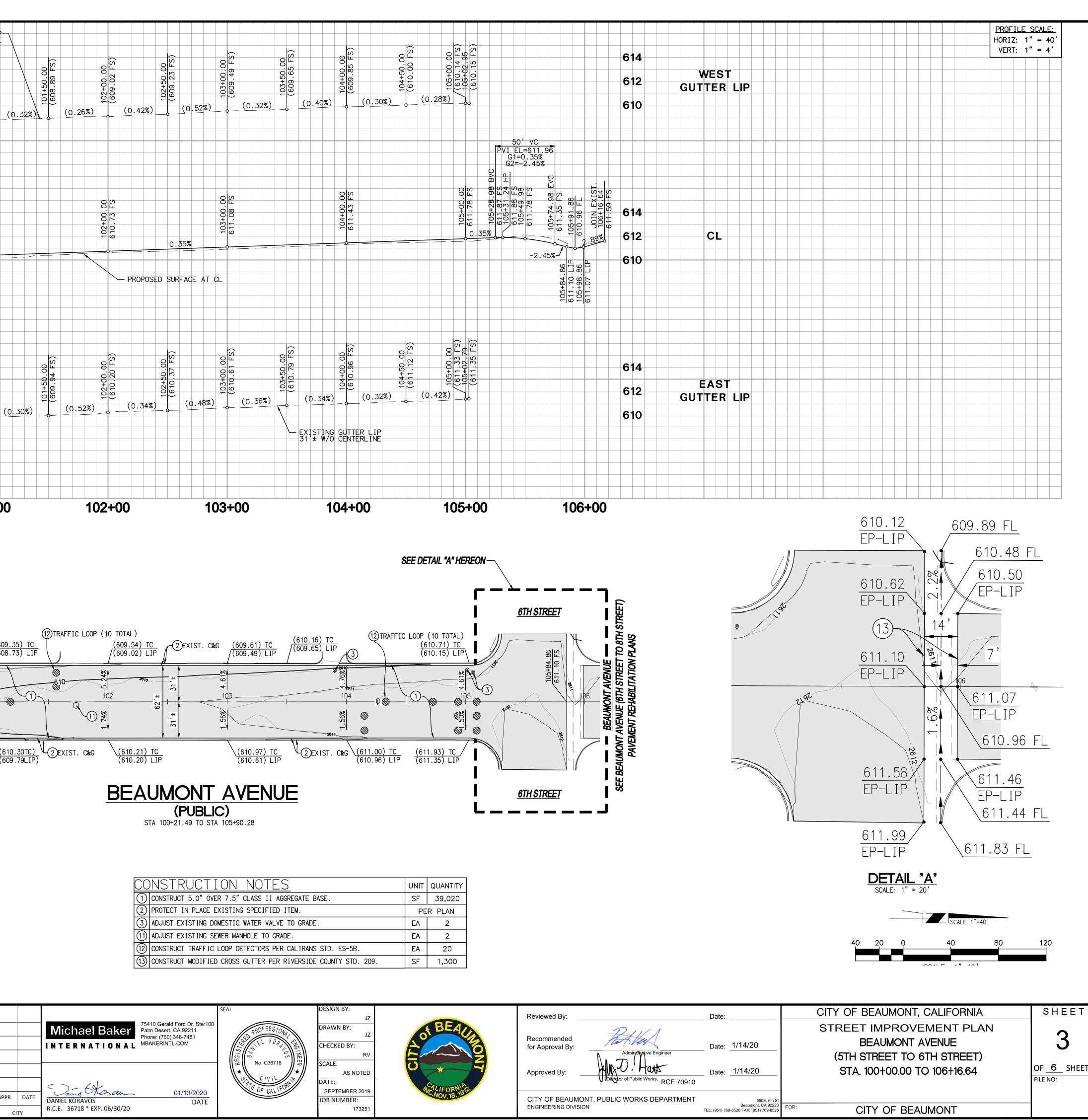
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<u>5TH STREET</u>

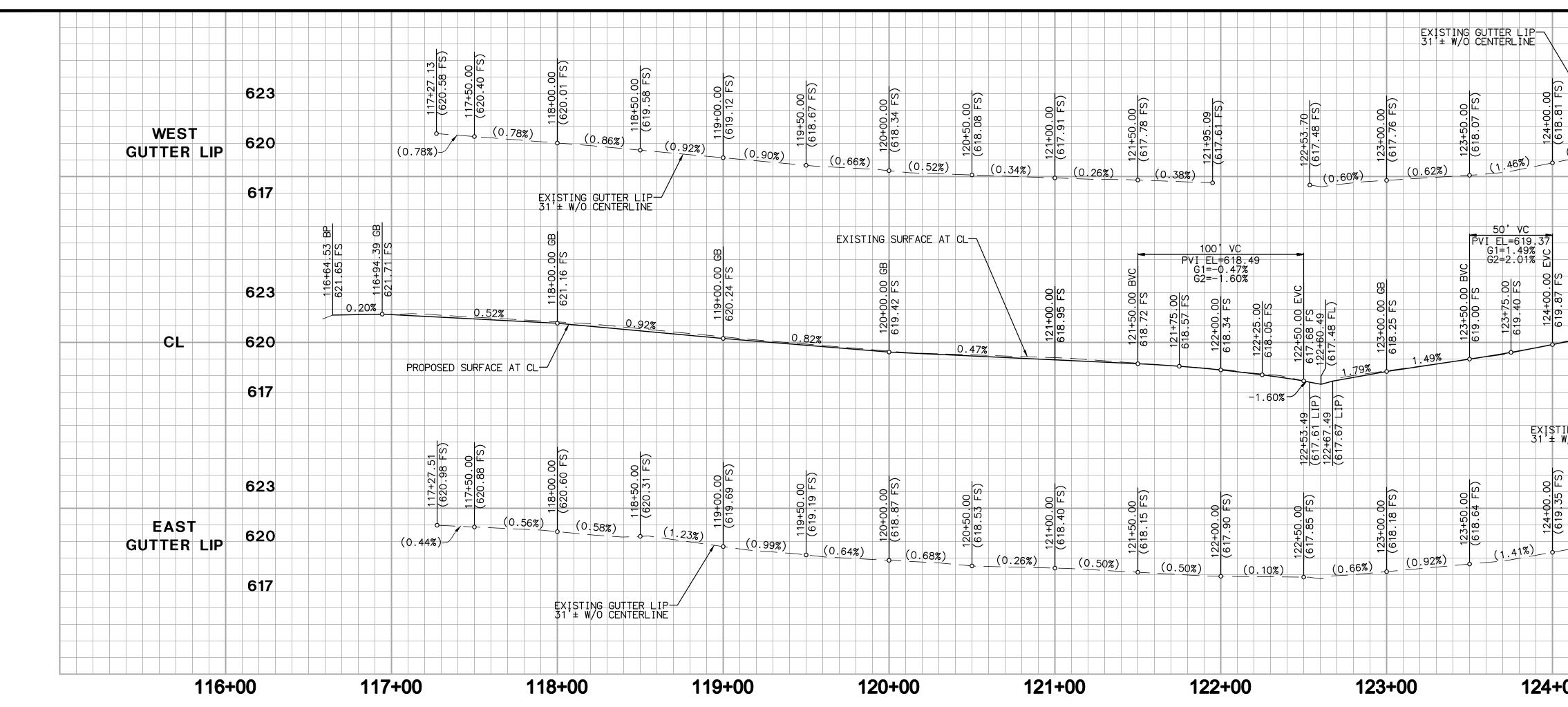


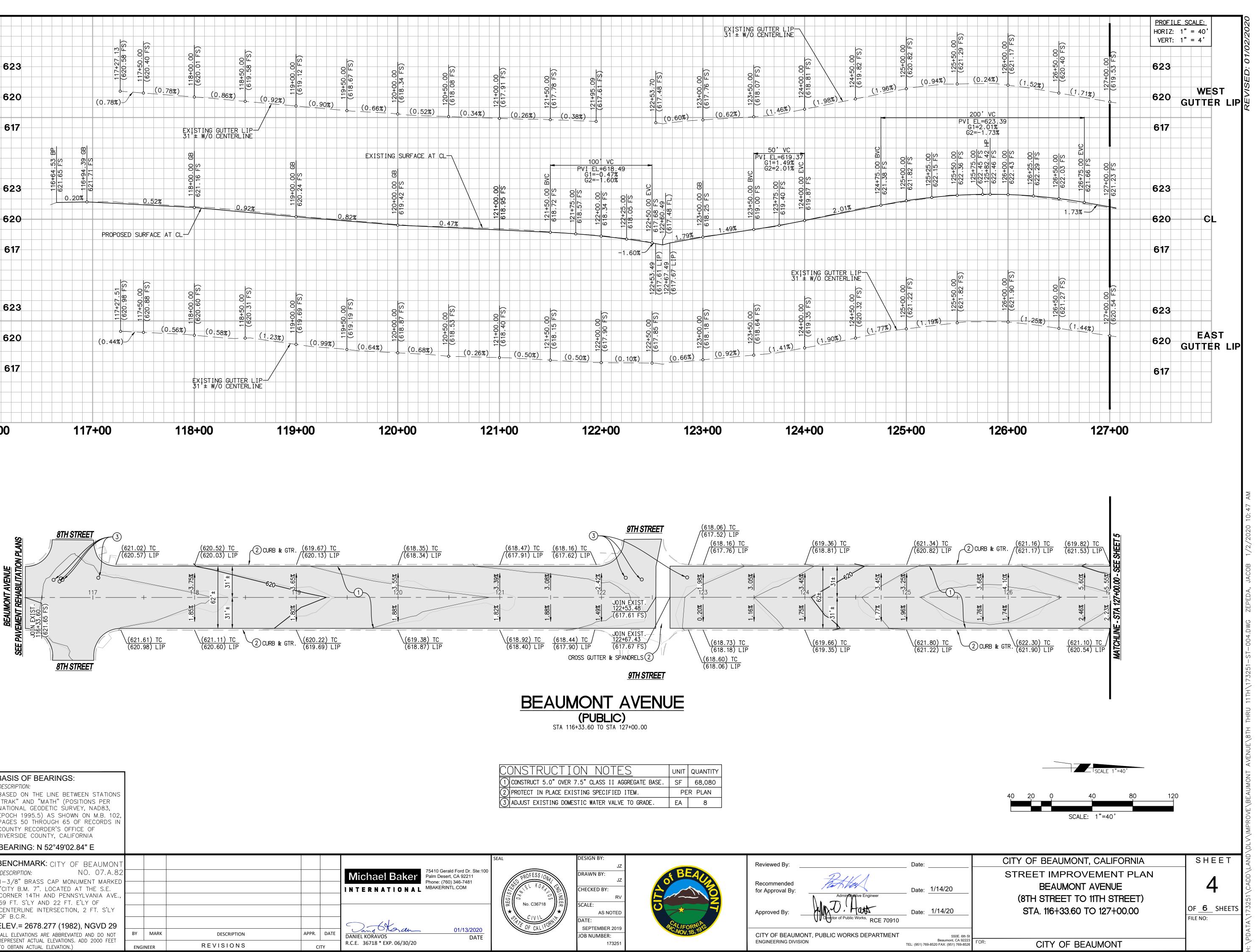
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER				
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E				
Call 2 Working Days Before You Dig!	BENCHMARK: CITY OF BEAUMONT <i>DESCRIPTION:</i> NO. 07.A.82 1–3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.				
811	ELEV.= 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT	ВҮ	MARK	DESCRIPTION	
	REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)	ENG	INEER	REVISIONS	

CONSTRUCTION NOTES	UNIT	QUANTITY
1 CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	39,020
2 PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PE	R PLAN
3 ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.	EA	2
11 ADJUST EXISTING SEWER MANHOLE TO GRADE.	EA	2
(12) CONSTRUCT TRAFFIC LOOP DETECTORS PER CALTRANS STD. ES-5B.	EA	20
(13) CONSTRUCT MODIFIED CROSS GUTTER PER RIVERSIDE COUNTY STD. 209.	SF	1,300



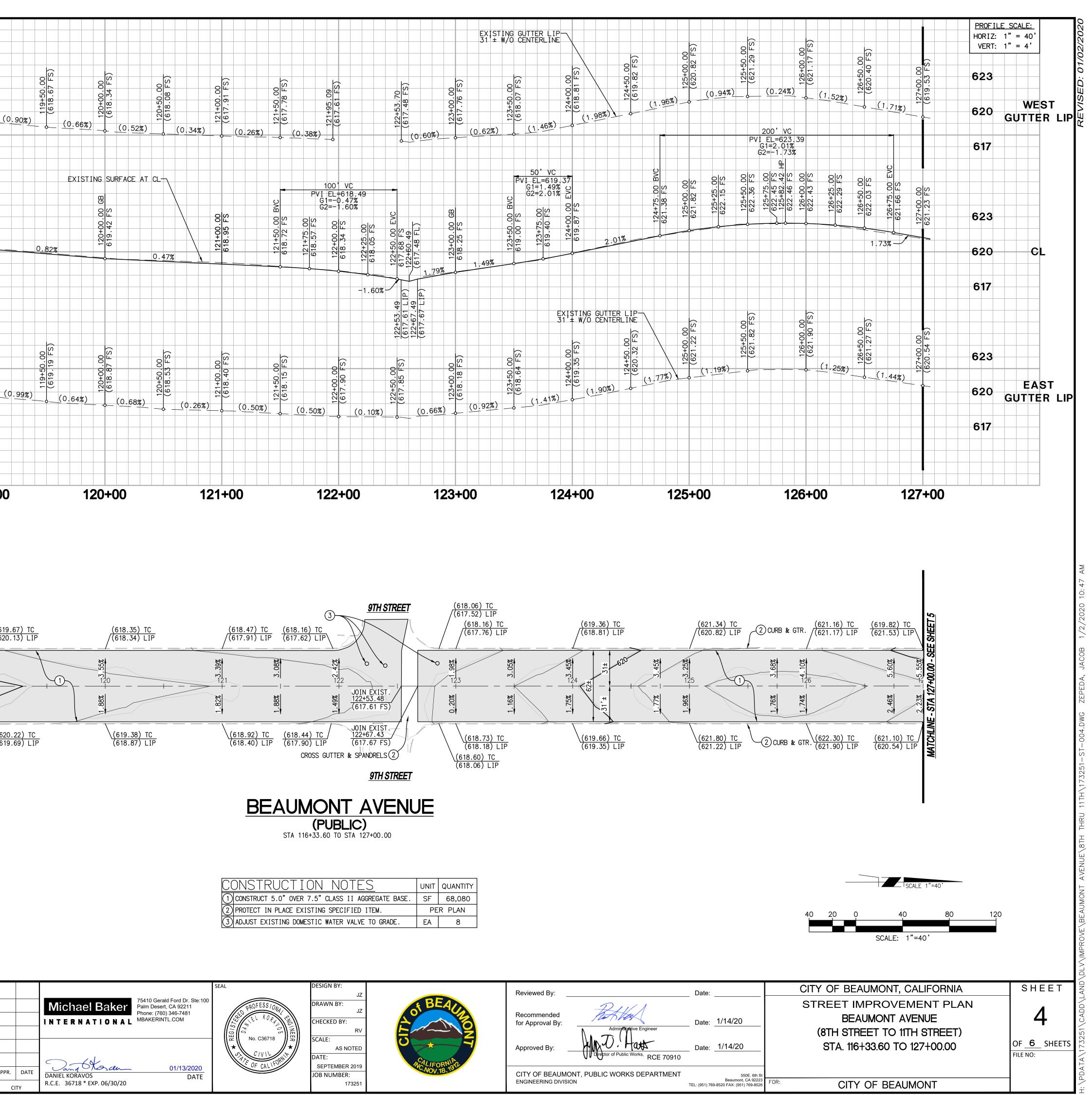
REVISED: 01/02/2

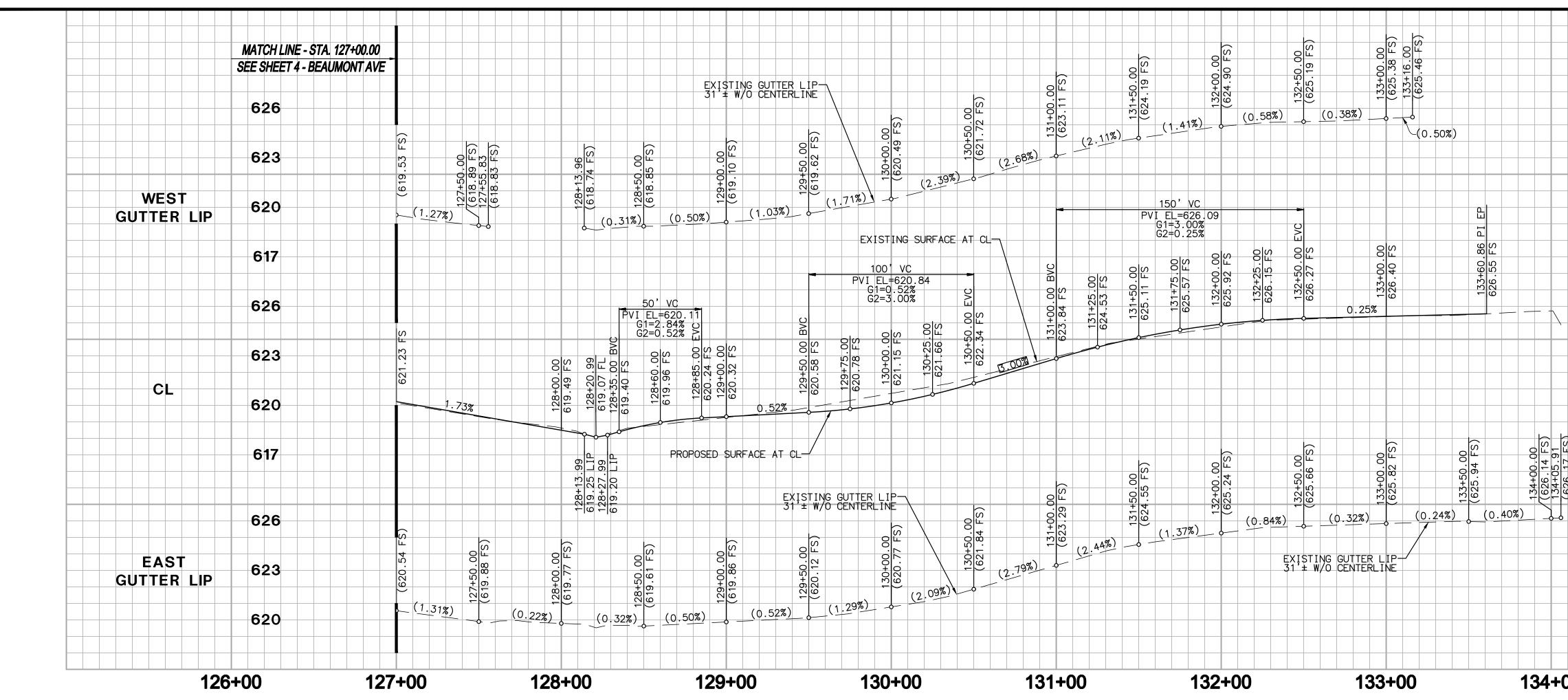


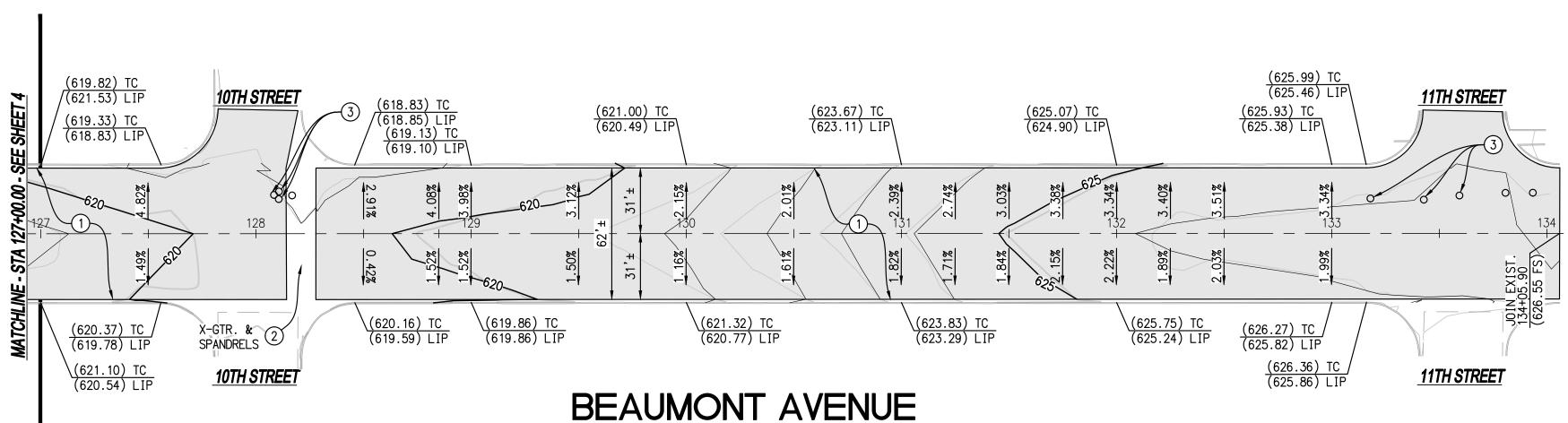


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(1) CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	68,080
2 PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PE	R PLAN
3 ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.	EA	8

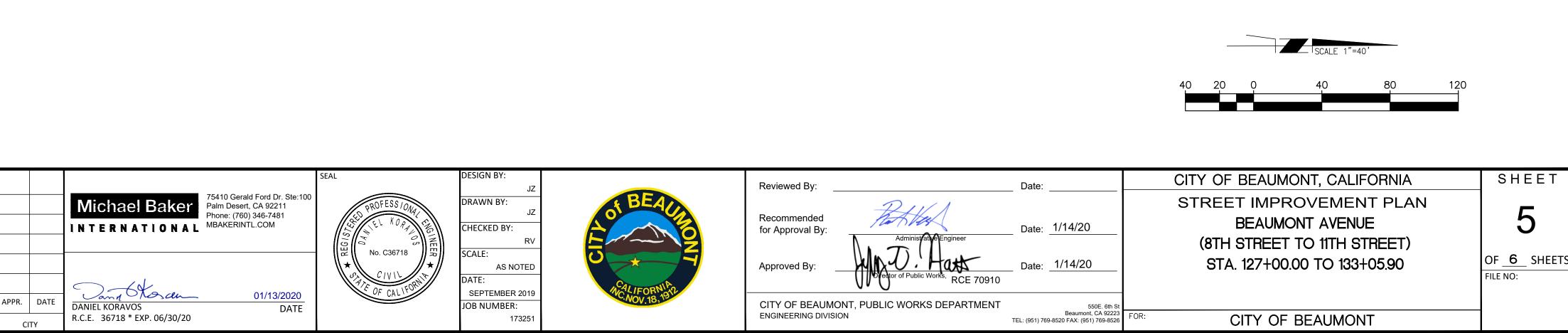






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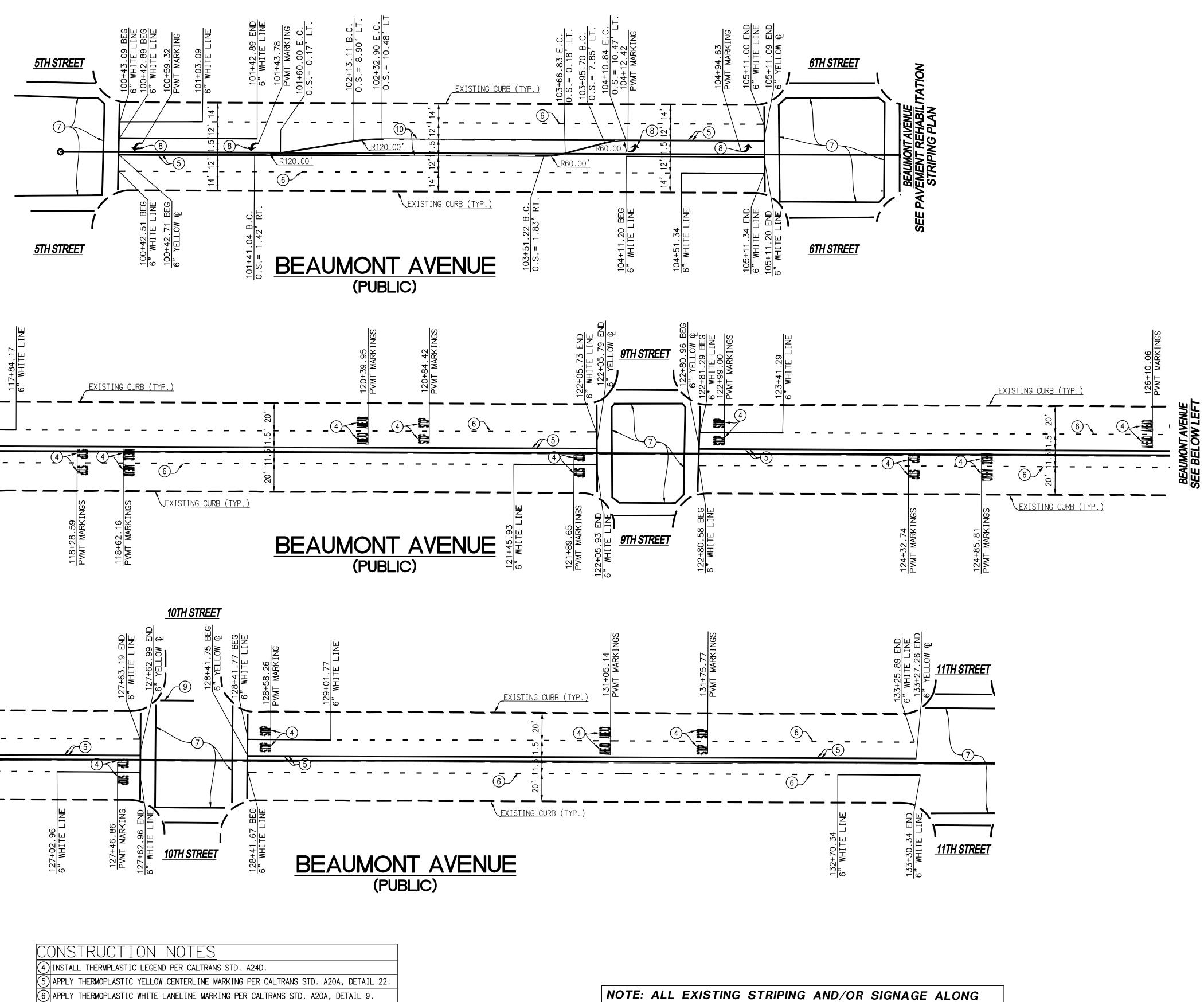
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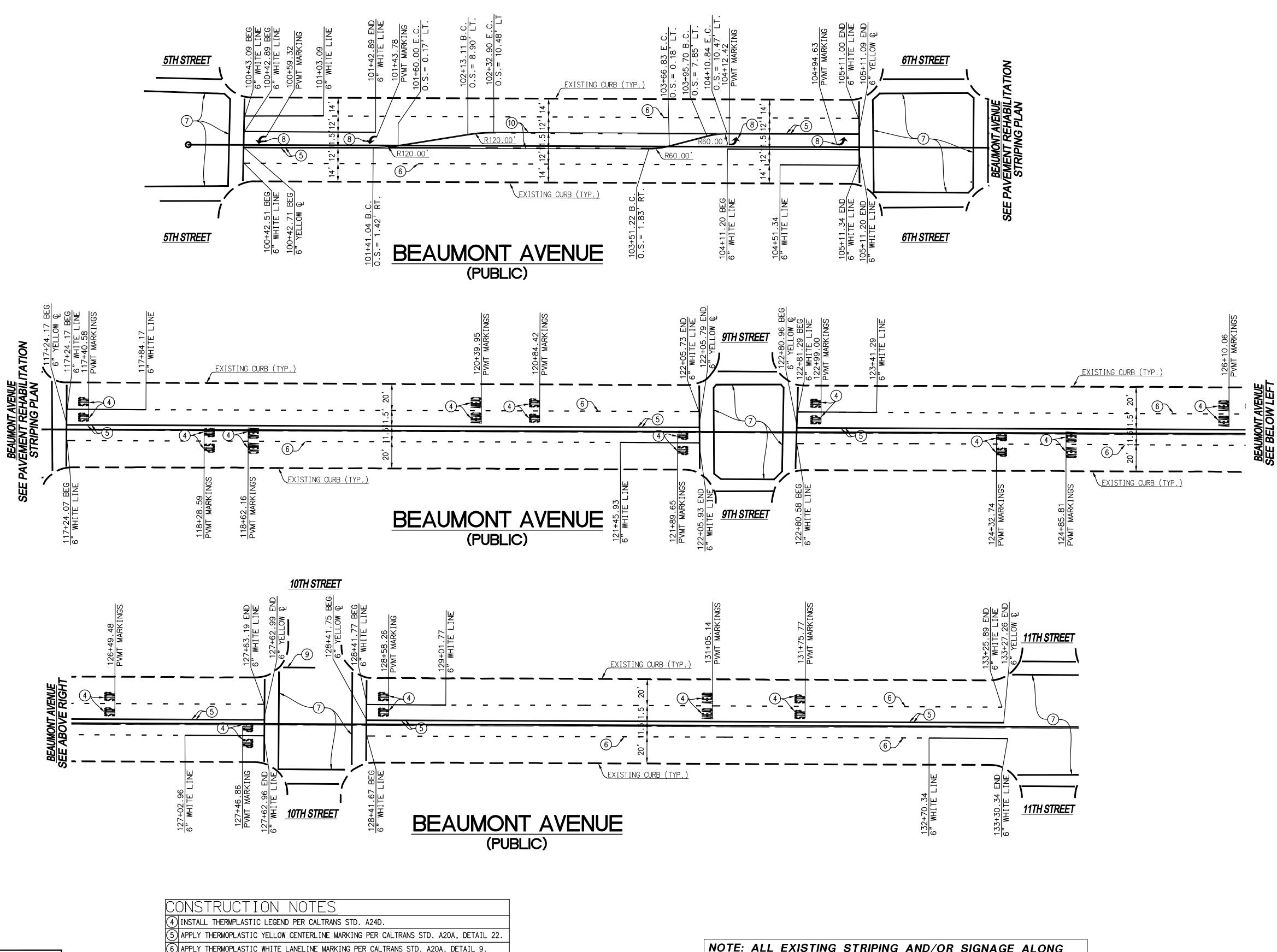
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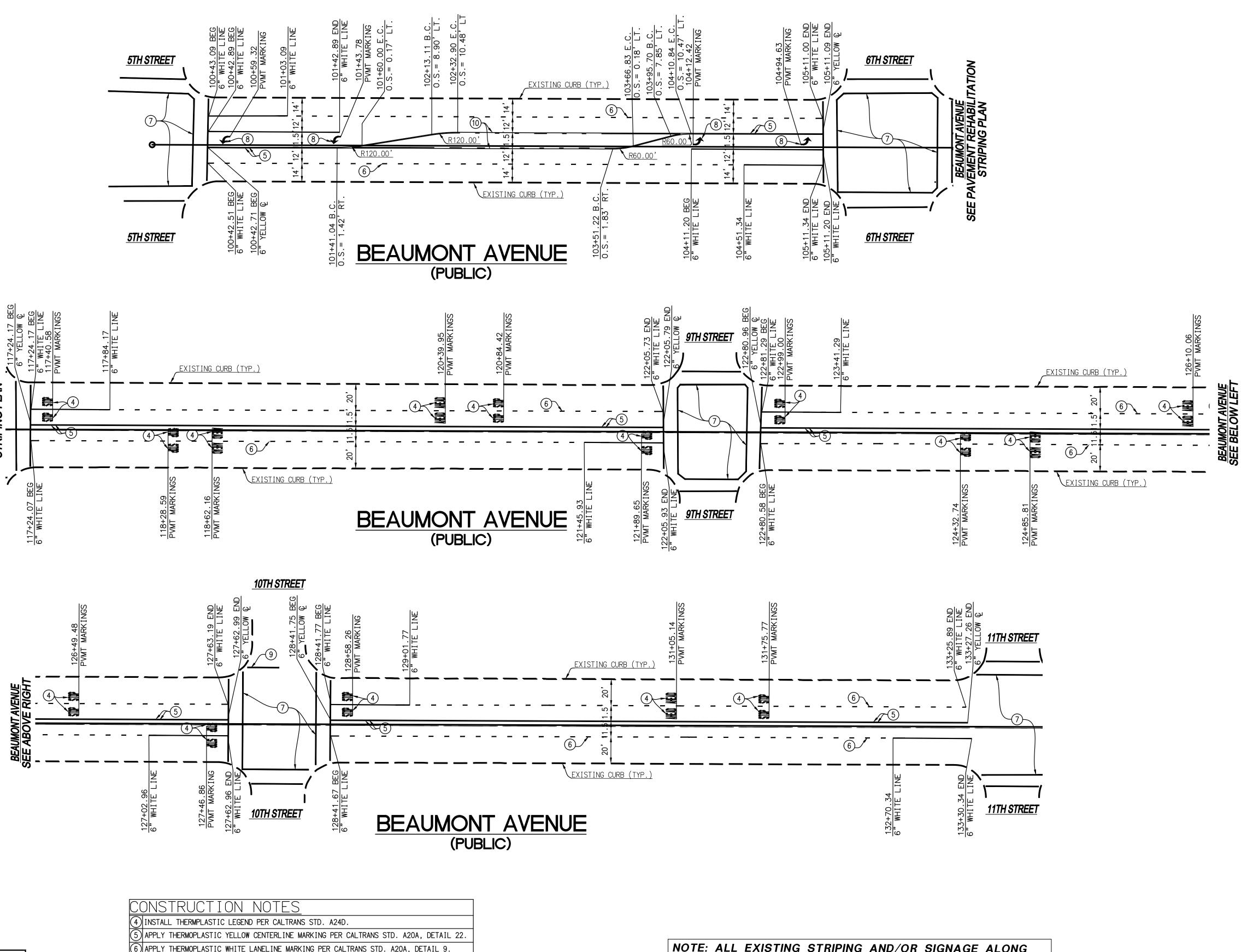
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BEAUMONT AVENUE SEE PAVEMENT REHABILITATION PLAN

CONSTRUCTION NOTES	UNIT	QUANTITY
() CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	44,465
2 PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PE	R PLAN
3 ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.	EA	9







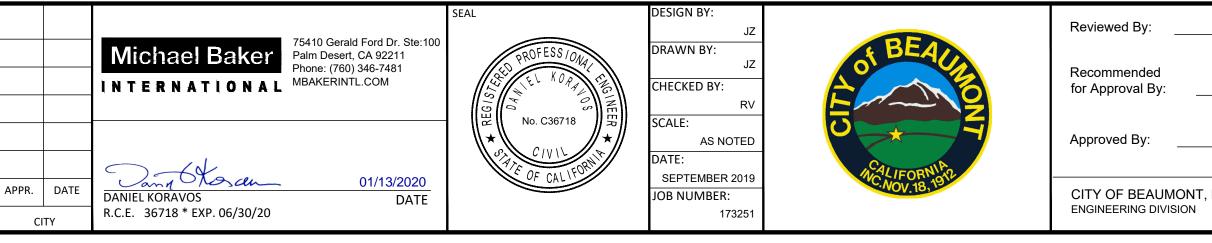
				(5) APPLY THERMOPLASTIC YELLOW	
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER			 (6) APPLY THERMOPLASTIC WHITE (7) APPLY THERMOPLASTIC BASIC (8) INSTLALL THERMOPLASTIC PAV (9) APPLY THERMPLASTIC STOP BA 	PAVE /EMEN
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E			(10) APPLY THERMOPLASTIC BIKE L	
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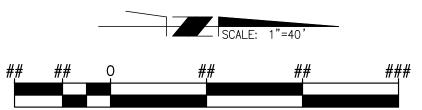
ANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9. AVEMENT MARKING CROSSWALK PER CALTRANS STD. A24F. NENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.

PER CALTRANS STD. A24E.

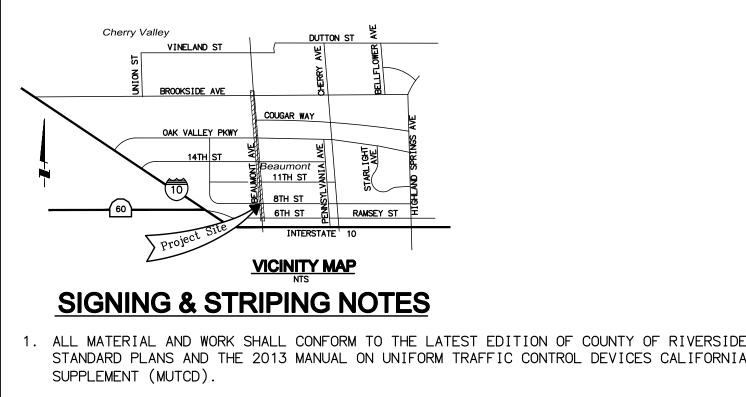
NE LINE PER CALTRANS STD. A20D, DETAIL 39.

ADJOINING SIDE STREETS DISTURBED BY OPERATIONS ASSOCIATED WITH THIS PROJECT SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR.





				/
	Date:	CITY OF BEAUMONT, CALIFORNIA	SHEET	AND
DU/A		STREET IMPROVEMENT PLAN		
hatter	_{Date:} 1/14/20	BEAUMONT AVENUE	6	CAL
Administrative Engineer		(5TH STREET TO 6TH STREET)	U	251
HIR U. Hat	Date:1/14/20	(8TH STREET TO 11TH STREET)	OF <u>6</u> SHEETS	173
RCE 70910		STRIPING PLAN	FILE NO:	TAV
T, PUBLIC WORKS DEPARTMENT	550E. 6th St			_ □ A
	Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526	FOR: CITY OF BEAUMONT		



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INDEX OF SHEETS

SHEET	DESCRIPTION						
1	TITLE SHEET						
2	BEAUMONT AVENUE (STA. 105+96.16 – STA. 116+64.53) & (STA. 133+60.86 – STA 157+00.00)						
3	BEAUMONT AVENUE (STA. 157+00.00 – STA. 193+50.00)						
4	BEAUMONT AVENUE (STA. 193+50.00 – STA. 222+11.48)						
-							

| 5 |PENNSYLVANIA AVENUE (STA. 100+00.00 – STA. 109+49.22) & STRIPING PLAN 6-8 BEAUMONT AVENUE STRIPING PLAN

DECLARATION OF ENGINEER OF RECORD:

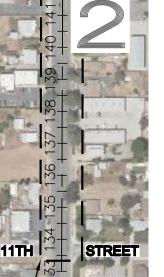
I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: LICENSE No. <u>36718</u> LEGEND AC PAVEMENT & BASE REMOVAL GRIND & AC PAVEMENT REMOVAL		STR 500	900 900		
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E		SHEE NUMB		NE MATCHLINE SEE LEFT
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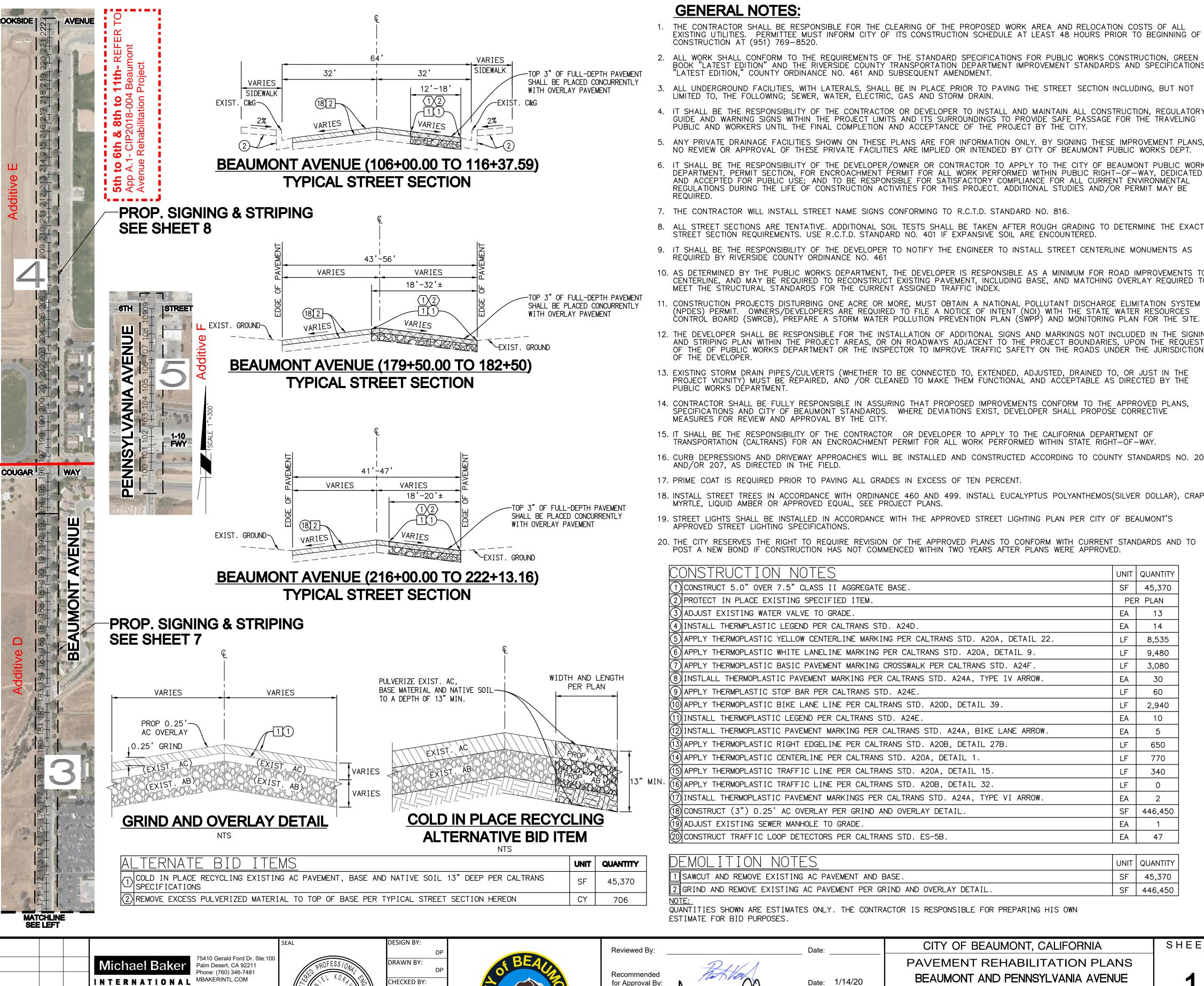
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APPR. DATE

CITY

CITY OF BEAUMONT, CALIFORNIA PAVEMENT REHABILITATION PLANS 6TH STREET TO 8TH STREET & 11TH STREET TO BROOKSIDE AVENUE



HECKED BY:

No. C36718 AS NOTED Dany Kosan SEPTEMBER 2019 01/13/2020 DANIEL KORAVOS IOB NUMBER: DATE R.C.E. 36718 * EXP. 06/30/20 173251 Recommended for Approval By: Approved By: CITY OF BEAUMONT ENGINEERING DIVISION

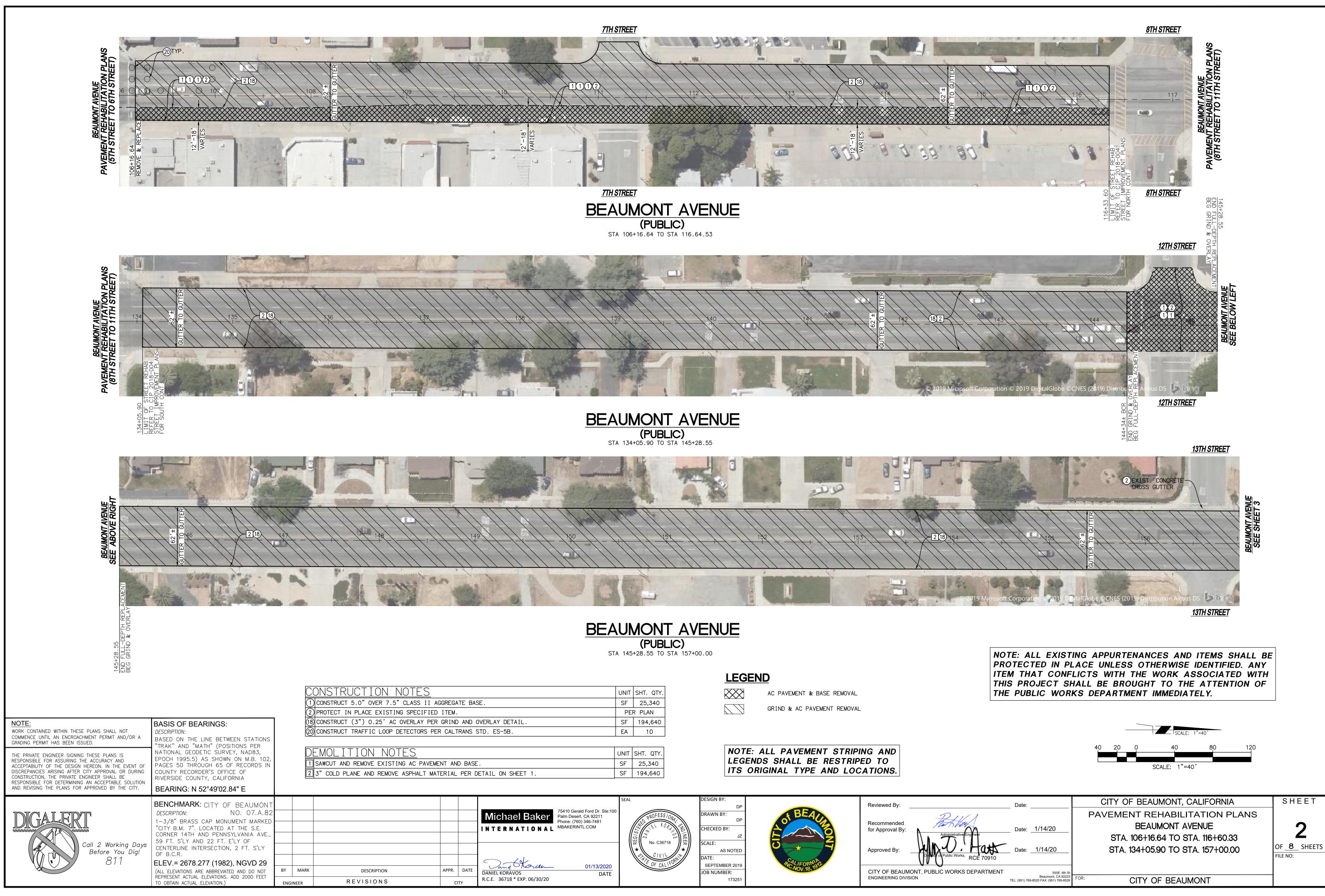
App A.2-CIP2019-002 **Beaumont Avenue Rehabilitation Project**

GENERAL NOTES:

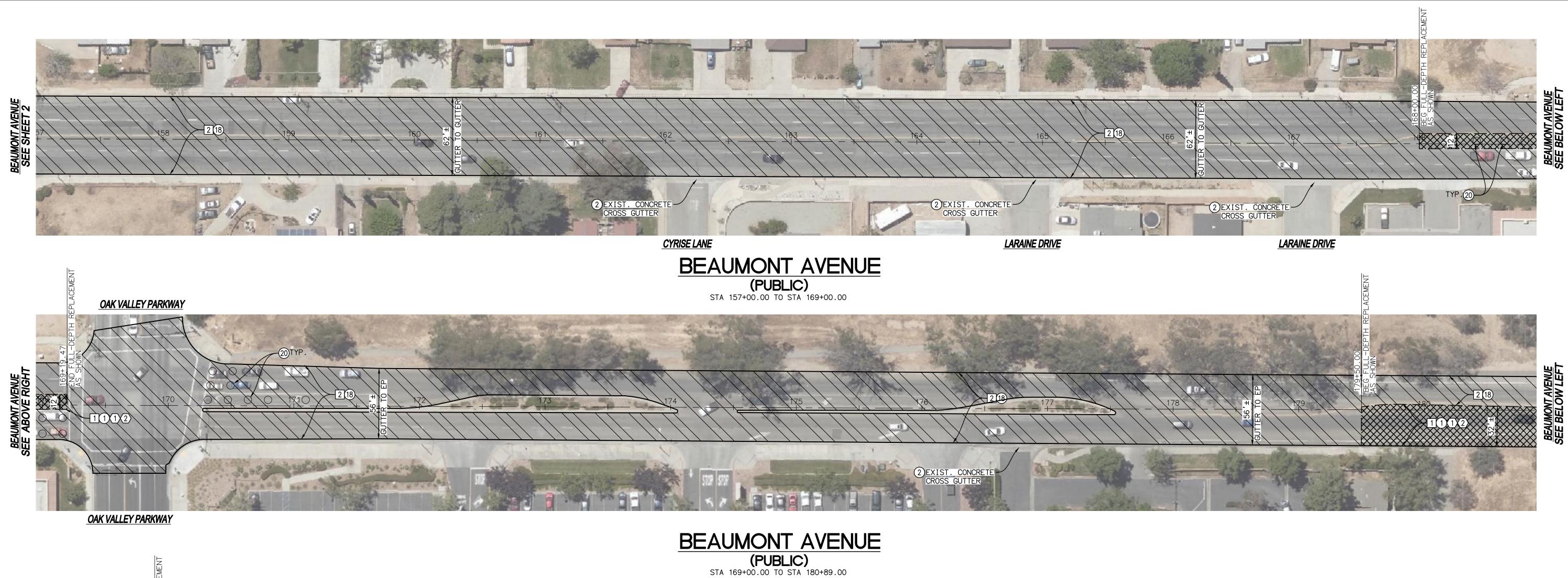
L WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OK "LATEST EDITION" AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STAND, ATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT. L UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION ITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CO IDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSA BLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. IN PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING TH O REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER (OWNER OR CONTRACTOR TO ARRY TO THE CITY OF	ARDS ANI ON INCLUI DNSTRUCT	D SPECIFICATIO
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SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF PARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RI ID ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CUP GULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES ANI QUIRED.	IGHT-OF- RRENT EN	-WAY, DEDICATE IVIRONMENTAL
E CONTRACTOR WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.		
L STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING REET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.	TO DETER	MINE THE EXA
SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTI QUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461	ERLINE M	ONUMENTS AS
DETERMINED BY THE PUBLIC WORKS DEPARTMENT, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR NTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCH ET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.	R ROAD I ING OVER	MPROVEMENTS LAY REQUIRED
NSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE, MUST OBTAIN A NATIONAL POLLUTANT DISCHA PDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STA NTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPP) AND MONITOR	TE WATE	R RESOURCES
E DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NO D STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDA THE OF PUBLIC WORKS DEPARTMENT OR THE INSPECTOR TO IMPROVE TRAFFIC SAFETY ON THE ROADS THE DEVELOPER.	RIES, UP	ON THE REQUE
ISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED OJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE BLIC WORKS DEPARTMENT.) TO, OR AS DIRE	JUST IN THE CTED BY THE
NTRACTOR SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO T ECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROP ASURES FOR REVIEW AND APPROVAL BY THE CITY.		
SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DE ANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE R	PARTMEN	T OF -WAY
RB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO CO		
D/OR 207, AS DIRECTED IN THE FIELD.		
IME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.		
STALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEM RTLE, LIQUID AMBER OR APPROVED EQUAL, SEE PROJECT PLANS.	IOS(SILVE	R DOLLAR). CR
REET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CIT PROVED STREET LIGHTING SPECIFICATIONS.	Y OF BE	
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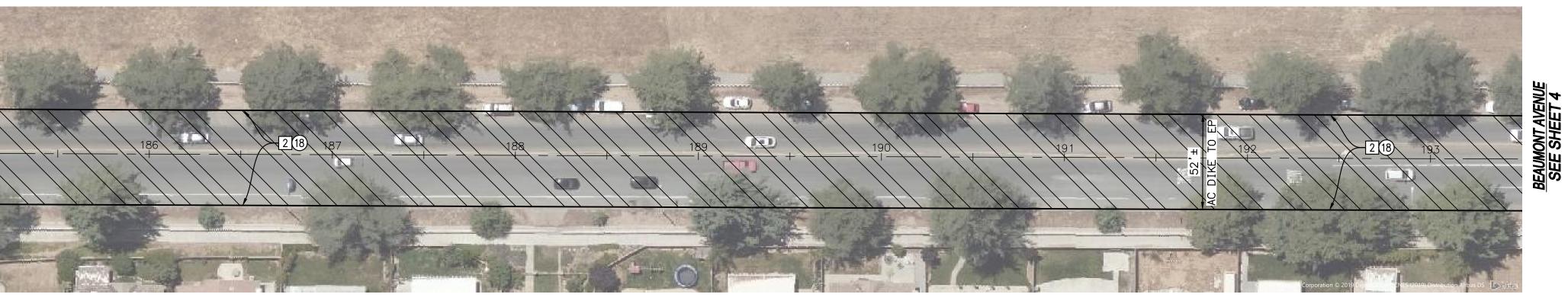
QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS OWN ESTIMATE FOR BID PURPOSES.

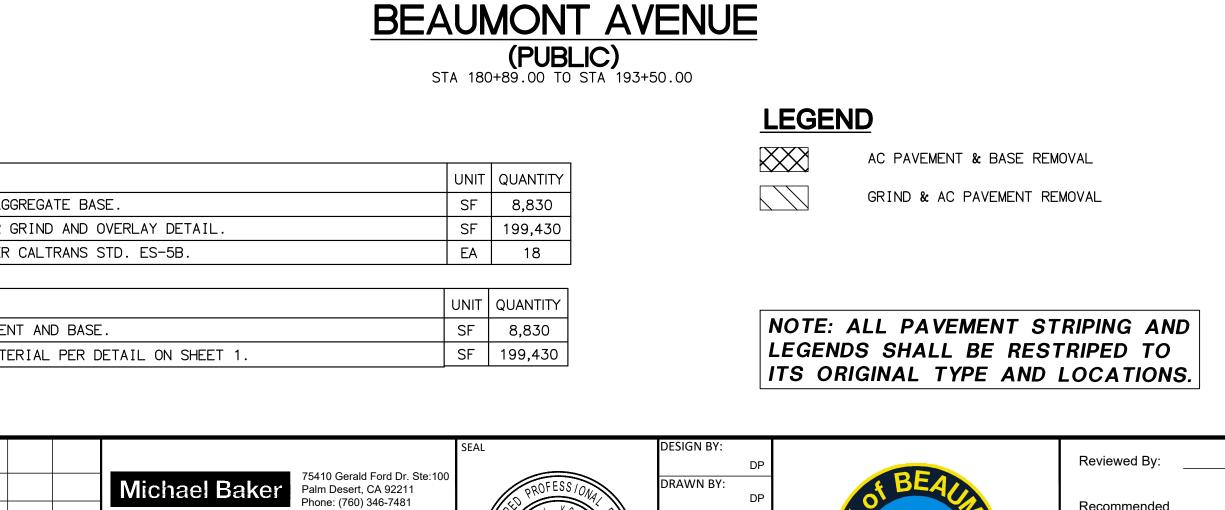
	Date:	CITY OF BEAUMONT, CALIFORNIA	SHEET
PIVA		PAVEMENT REHABILITATION PLANS	
Part His	Date: 1/14/20	BEAUMONT AND PENNSYLVANIA AVENUE	1
Administrative Engineer		(6TH STREET TO 8TH STREET)	
Director of Public Works, DOF 70040	Date:1/14/20	(11TH STREET TO BROOKSIDE AVENUE)	OF 8 SHEETS
Diractor of Public Works, RCE 70910		TITLE SHEET	FILE NO:
, PUBLIC WORKS DEPARTMENT	550E. 6th St		
	Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526	FOR: CITY OF BEAUMONT	



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BEAUNONT AVENUE SEE ABOVE RIGHT	KVALLEY PARKWAY Image: Content of the second	
BEAUMORIAGENE SEE ABOVE RIGHT	TO DE LA COMPUTACIÓN DE LA COM	+ + + + + + + + + + + + + + + + + + +
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E	CONSTRUCTION NOTES (1) CONSTRUCT 5.0" OVER 7.5" CLASS II AGG (18) CONSTRUCT (3") 0.25' AC OVERLAY PER (20) (20) CONSTRUCT TRAFFIC LOOP DETECTORS PER DEMOLITION NOTES (1) SAWCUT AND REMOVE EXISTING AC PAVEMEN (2) 3" COLD PLANE AND REMOVE ASPHALT MATE
DIGALERT Call 2 Working Days Before You Dig! 811	BENCHMARK: CITY OF BEAUMONT DESCRIPTION: NO. 07.A.82 1–3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R. ELEV.= 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)	



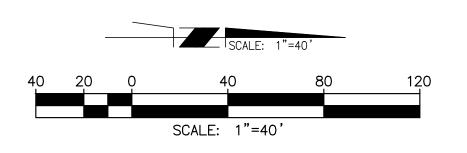


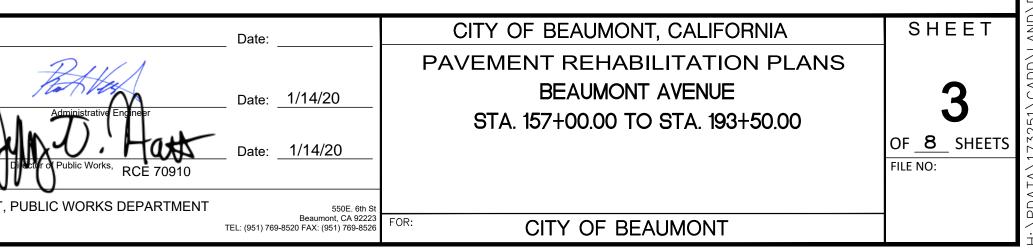


			SEAL	DESIGN BY: DP		Reviewed By:
		Michael Baker75410 Gerald Ford Dr. Ste:100Palm Desert, CA 92211Phone: (760) 346-7481MBAKERINTL.COM	PROFESS/ONAL Star LL KOPPED	DRAWN BY: DP CHECKED BY:	of BEAU	Recommended for Approval By:
			BH No. C36718 FFR ★ C/V/L X	SCALE: AS NOTED DATE:		Approved By:
PPR. C	DATE	Daniel Koravos 01/13/2020 DANIEL KORAVOS DATE R.C.E. 36718 * EXP. 06/30/20 DATE	OF CALIFON	SEPTEMBER 2019 JOB NUMBER: 173251	1242/FORMUR C.NOV.18, 1912	CITY OF BEAUMONT, ENGINEERING DIVISION

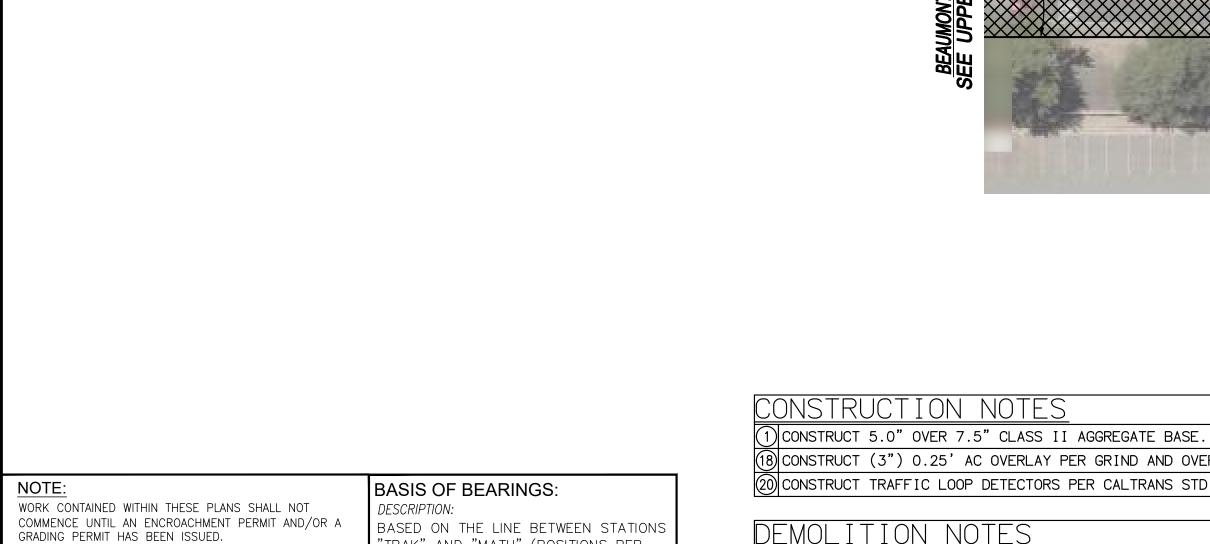


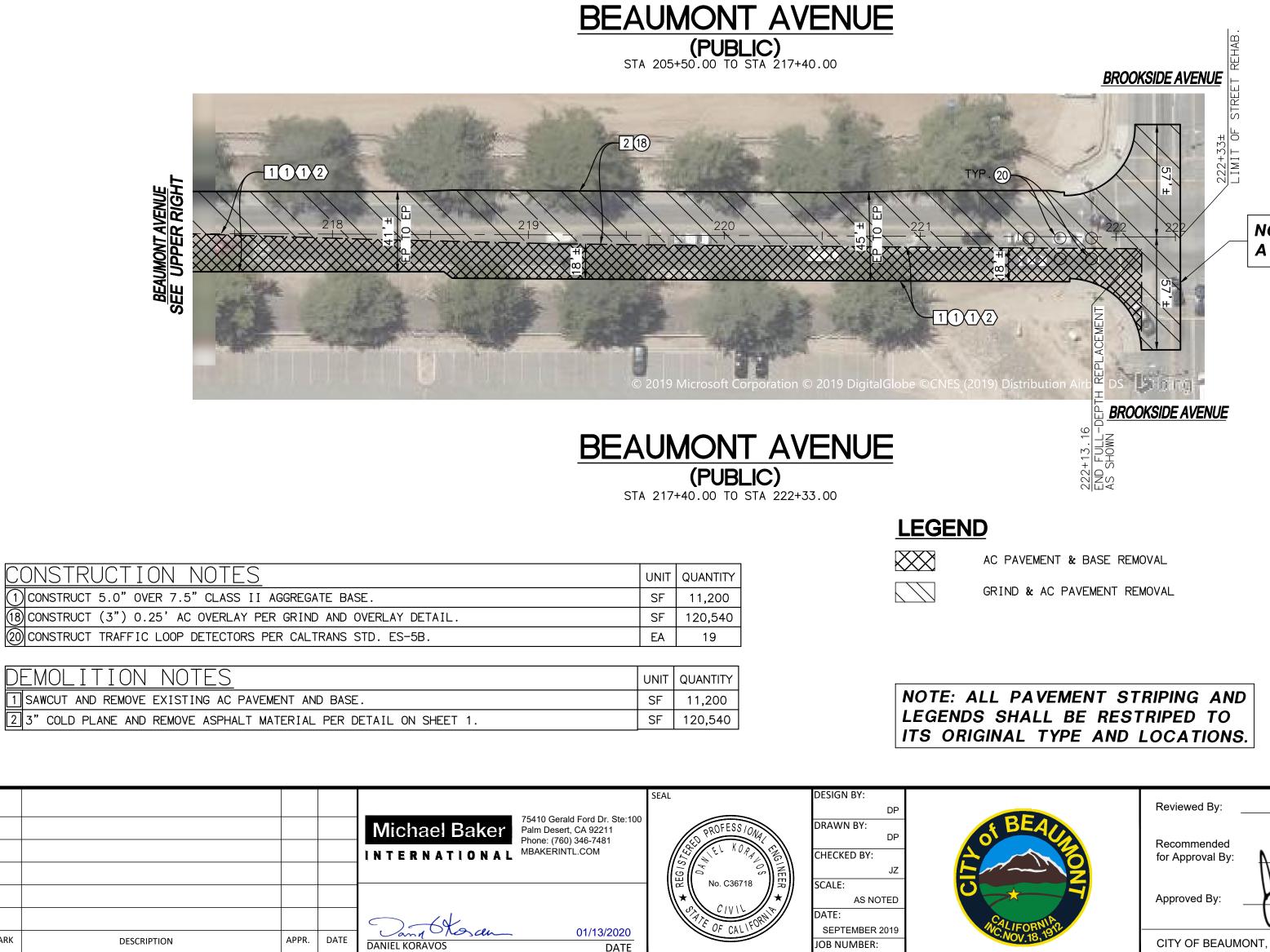
NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.





	TO OBTAIN ACTUAL ELEVATION.)	ENGI	NEER	REVISIONS	
Call 2 Working Days Before You Dig! 811	"CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R. ELEV.= 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET	BY	MARK	DESCRIPTION	APP
DIGALERT	BENCHMARK: CITY OF BEAUMONT DESCRIPTION: NO. 07.A.82 1-3/8" BRASS CAP MONUMENT MARKED				
RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E		2	3" COLD PLANE AND REMOVE ASPHALT M	IATERI
COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED. THE PRIVATE ENGINEER SIGNING THESE PLANS IS	DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83,			EMOLITION NOTES sawcut and remove existing ac pave	MENT





173251

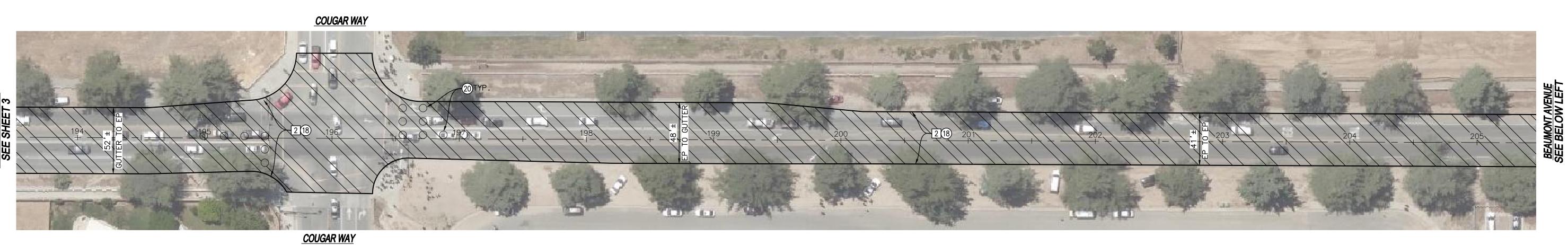
DATE

R.C.E. 36718 * EXP. 06/30/20

CITY



BEAUMONT AVENUE SEE SHEET 3

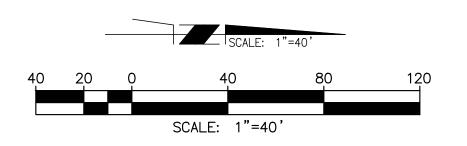




NOTE: RIVERSIDE COUNTY WILL CONTINUE NORTH STARTING AT BROOKSIDE AVENUE CENTERLINE WITH MICROSURFACING.

ENGINEERING DIVISION

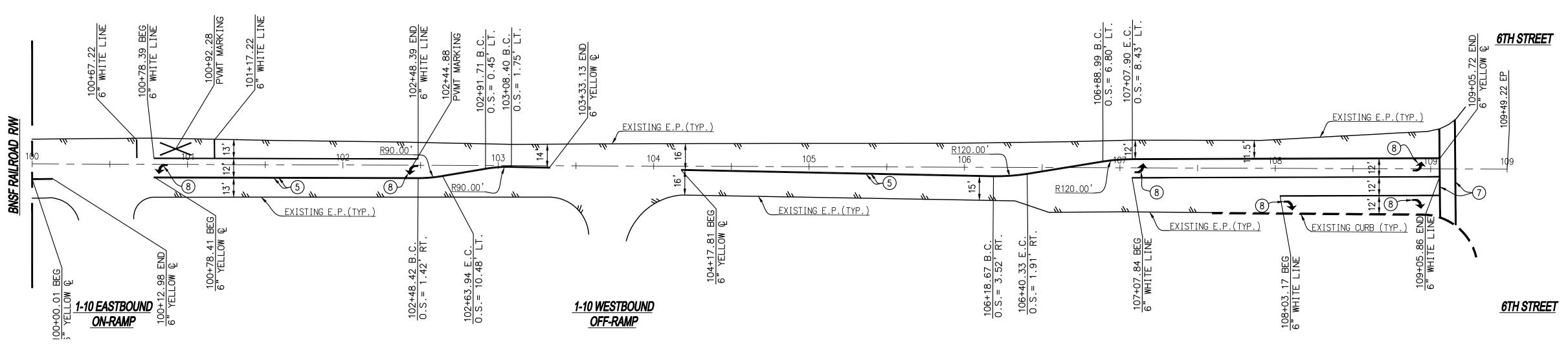
NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.



				- 1
	Date:	CITY OF BEAUMONT, CALIFORNIA	SHEET	
Administrative Enginee Dilector of Public Works, RCE 70910	Date: <u>1/14/20</u> Date: <u>1/14/20</u>	PAVEMENT REHABILITATION PLANS BEAUMONT AVENUE STA. 193+50.00 TO STA. 222+33.00	4 OF <u>8</u> SHEETS FILE NO:	
, PUBLIC WORKS DEPARTMENT	550E. 6th St			
	Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526	FOR: CITY OF BEAUMONT		- -



<u>1-10 EASTBOUND</u> <u>ON-RAMP</u>



NOTE: GRIND AND OVERLAY THE PORTION UNDER THE I-10 OVERPASS

CONSTRUCTION NOTES	UNIT	QUANTITY
5 APPLY THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.	LF	760
8 INSTLALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.	EA	6
(18) CONSTRUCT (3") 0.25' AC OVERLAY PER GRIND AND OVERLAY DETAIL.	SF	39,840

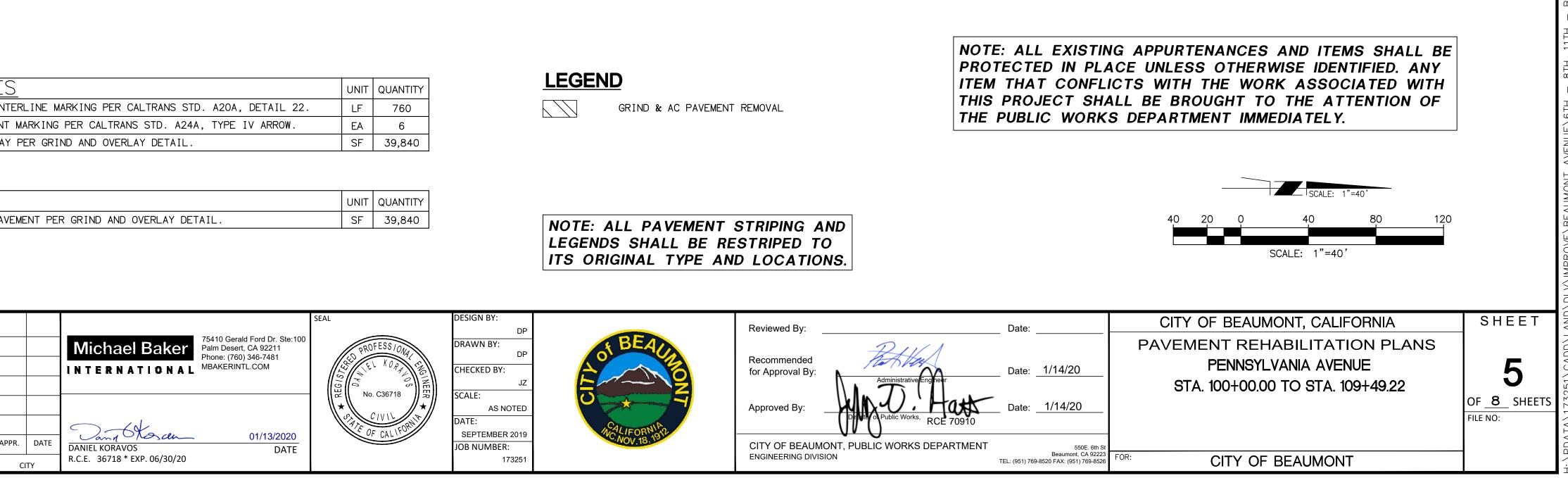
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E	DEMOLITION NC 2 grind and remove existi		R GRIND AND OVERLAY DETAIL.	UNIT SF	QUANTITY 39,840
DIGALERT Call 2 Working Days Before You Dig! 811	BENCHMARK: CITY OF BEAUMONT DESCRIPTION: NO. 07.A.82 1–3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R. ELEV.= 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)	DESCRIPTION	APPR. DATE	Michael Baker 75410 Gerald Ford Dr. Ste:100 Palm Desert, CA 92211 Phone: (760) 346-7481 INTERNATIONAL MBAKERINTL.COM Manual Market Comparent Structure 01/13/2020 DANIEL KORAVOS DATE R.C.E. 36718 * EXP. 06/30/20 DATE	6157ERED DA M	DFESS IO_{NP} L KO_{PT} D. C36718 C $IV IL$ DF CAL IFORM

<u>1-10 WESTBOUND</u> <u>OFF-RAMP</u>

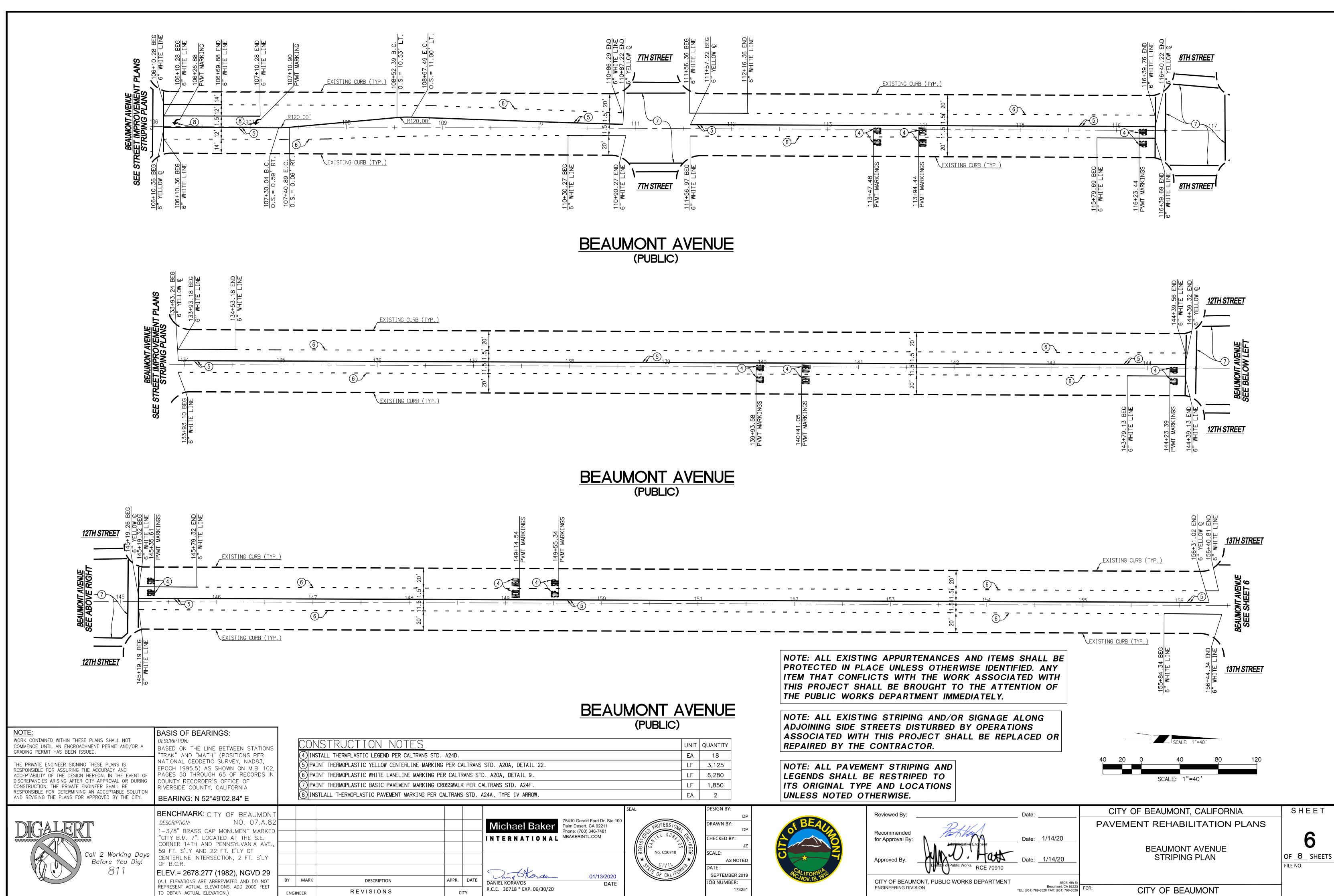
PENNSYLVANIA AVENUE

(PUBLIC) STA 100+00.00 TO STA 109+49.22

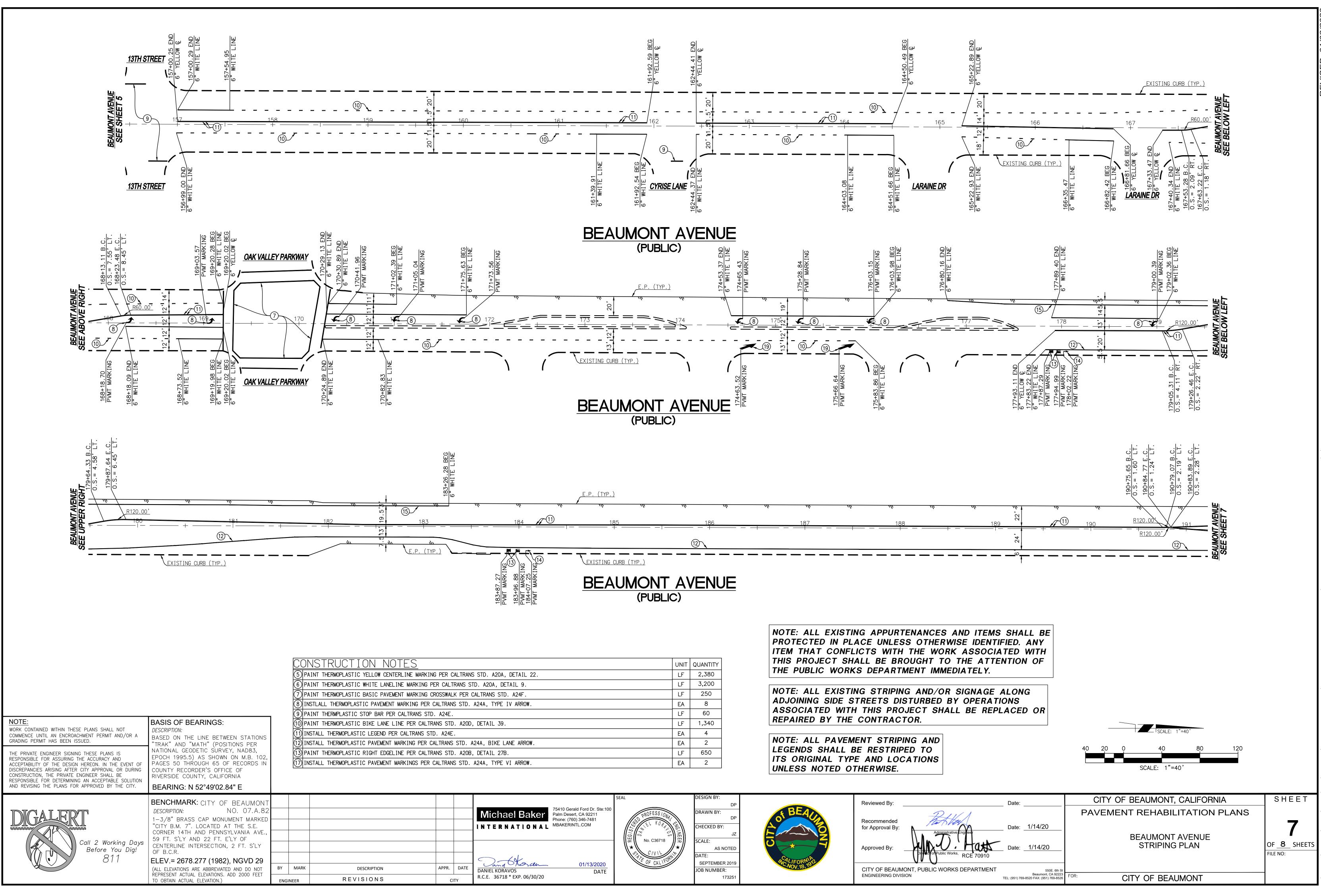




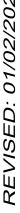
<u>6TH STREET</u>

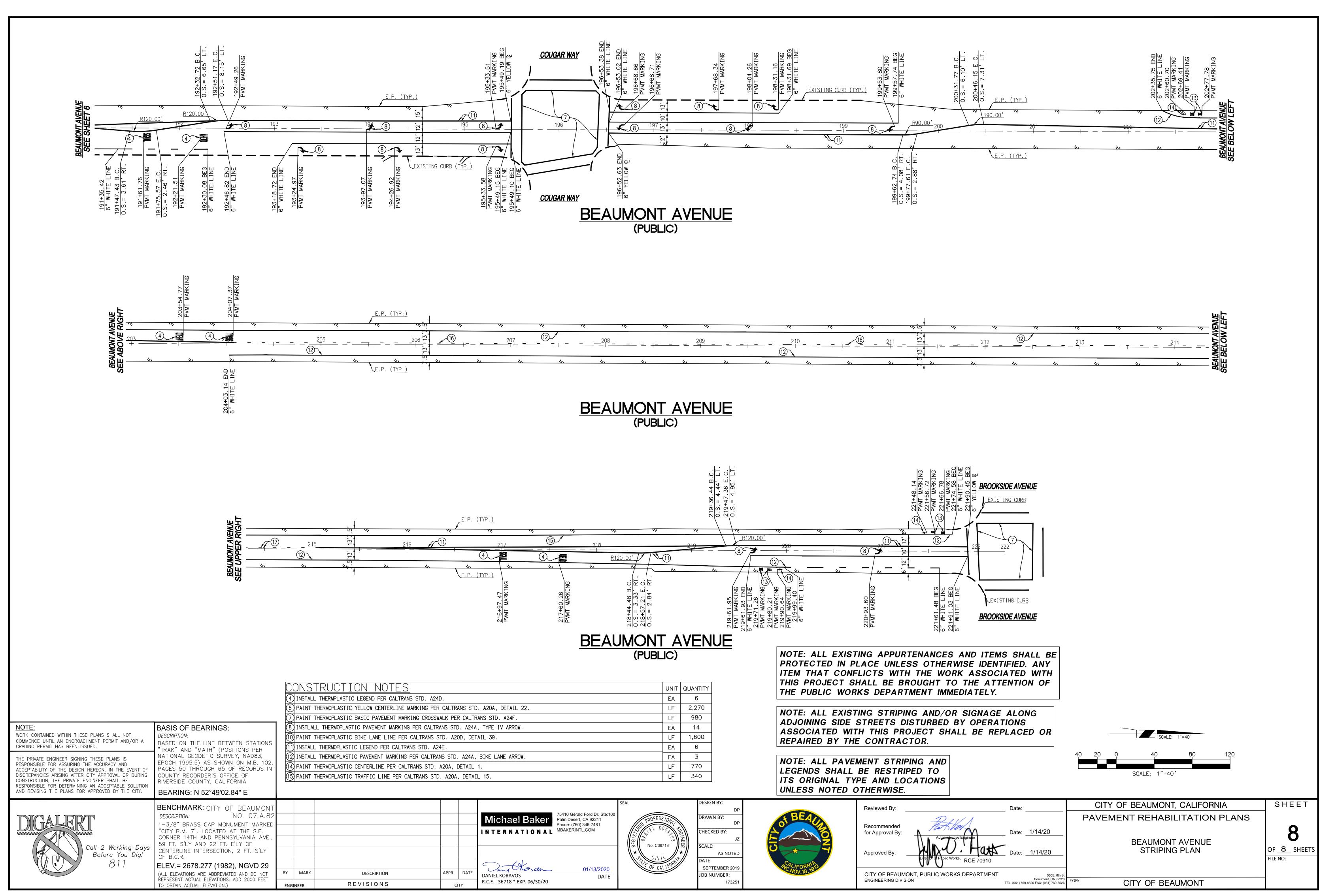


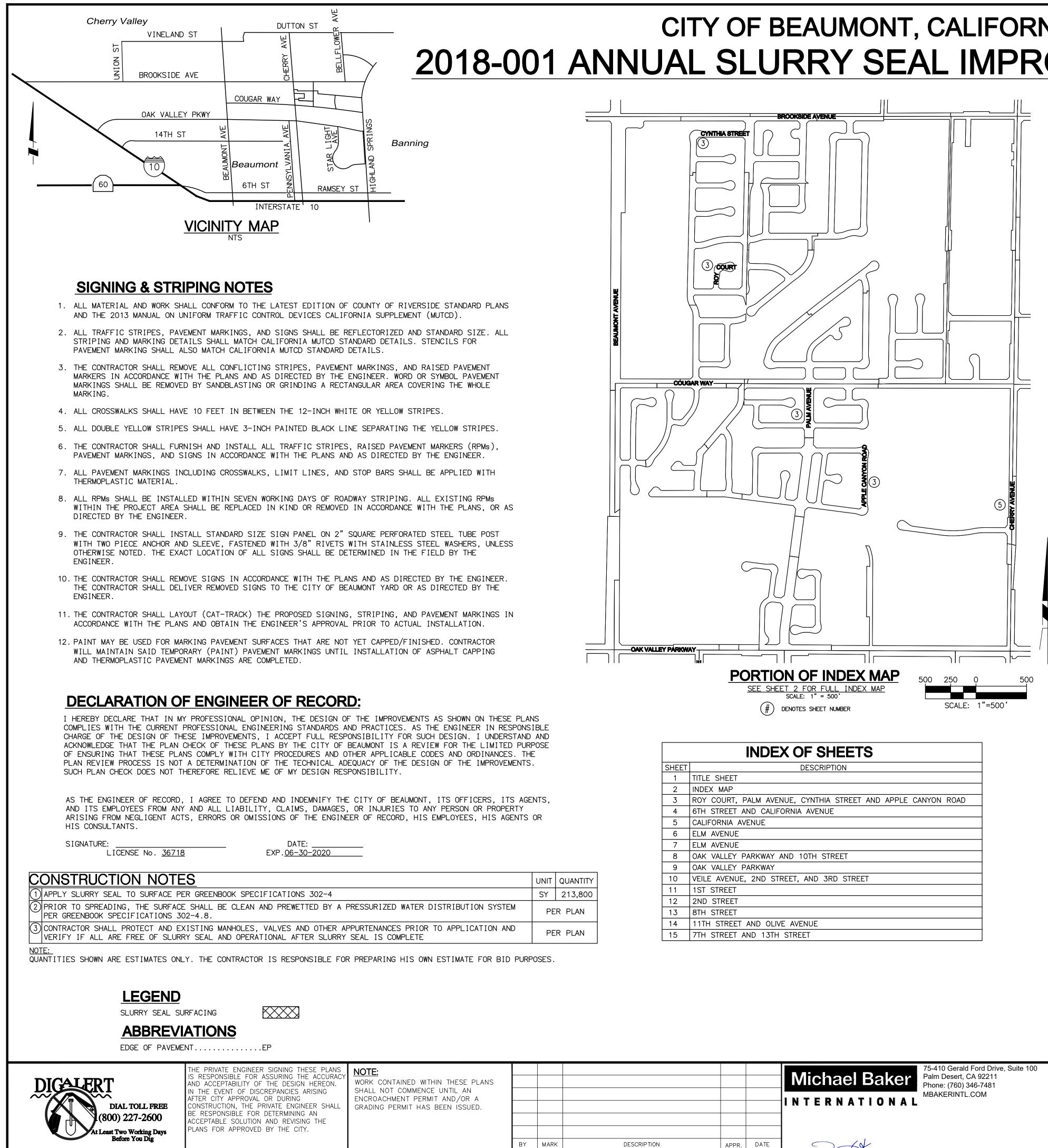
TRANS STD. A24A, TYPE IV ARROW.		EA	2 UNLESS NOTED OTHER		THERWISE.		
			SEAL		DESIGN BY: DF	0P	Reviewed By:
		Michael Baker75410 Gerald Ford Dr. Ste:100 Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL.COM	PROFESS/ONAL		DRAWN BY: DF CHECKED BY:	P OF BEAUE	Recommended
		INTERNALIONAL	No. C36718	GINEER	SCALE:		for Approval By:
			* CIVIL	★ ★	AS NOTED		Approved By:
APPR.	DATE	Daniel KORAVOS DATE	PARE OF CALIFOR)	SEPTEMBER 2019	19 ACALIFORNIA NOV.18, 1912	CITY OF BEAUMONT, PL
С	ITY	R.C.E. 36718 * EXP. 06/30/20			173251	51	ENGINEERING DIVISION



C	CITY OF BEAUMONT,
E	NGINEERING DIVISION







UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ENGINEER

CITY OF BEAUMONT, CALIFORNIA 2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS

INDEX OF SHEETS							
SHEET	DESCRIPTION						
1	TITLE SHEET						
2	INDEX MAP						
3	ROY COURT, PALM AVENUE, CYNTHIA STREET AND APPLE CANYON ROAD						
4	6TH STREET AND CALIFORNIA AVENUE						
5	CALIFORNIA AVENUE						
6	ELM AVENUE						
7	ELM AVENUE						
8	OAK VALLEY PARKWAY AND 10TH STREET						
9	OAK VALLEY PARKWAY						
10	VEILE AVENUE, 2ND STREET, AND 3RD STREET						
11	1ST STREET						
12	2ND STREET						
13	8TH STREET						
14	11TH STREET AND OLIVE AVENUE						
15	7TH STREET AND 13TH STREET						

1	PROFESSION
	EL KOPTER
REG/	No. C36718
(* C)	CIVIL
	OF CALIFORM

					OF CALIFORN	
			Michael Baker	75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211	DESIGN BY: JZ	Reviewed By:
				MBAKERINTI COM	DRAWN BY:	Recommended
					CHECKED BY: RV SCALE:	for Approval By:
					AS NOTED	Approved By:
DESCRIPTION	APPR.	DATE	. 612.00	DATE: 01/12/2020	JULY 2019	City of Beaumont, P
REVISIONS		CITY	DANIEL KORAVOS	DATE: 01/13/2020 R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253	Engineering Divison

App A.3- CIP2018-001 **Annual Slurry Seal** Project

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.

2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREEN BOOK "LATEST EDITION" AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.

3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.

5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.

6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.

7. THE CONTRACTOR WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.

8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED. 9. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS

REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461 10. AS DETERMINED BY THE PUBLIC WORKS DEPARTMENT, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.

11. CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE, MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMITATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPP) AND MONITORING PLAN FOR THE SITE.

12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE OF PUBLIC WORKS DEPARTMENT OR THE INSPECTOR TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.

13. EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DÉPARTMENT.

14. CONTRACTOR SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

15. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.

16. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD. 17. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.

18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEMOS(SILVER DOLLAR), CRAPE MYRTLE, LIQUID AMBER OR APPROVED EQUAL, SEE PROJECT PLANS.

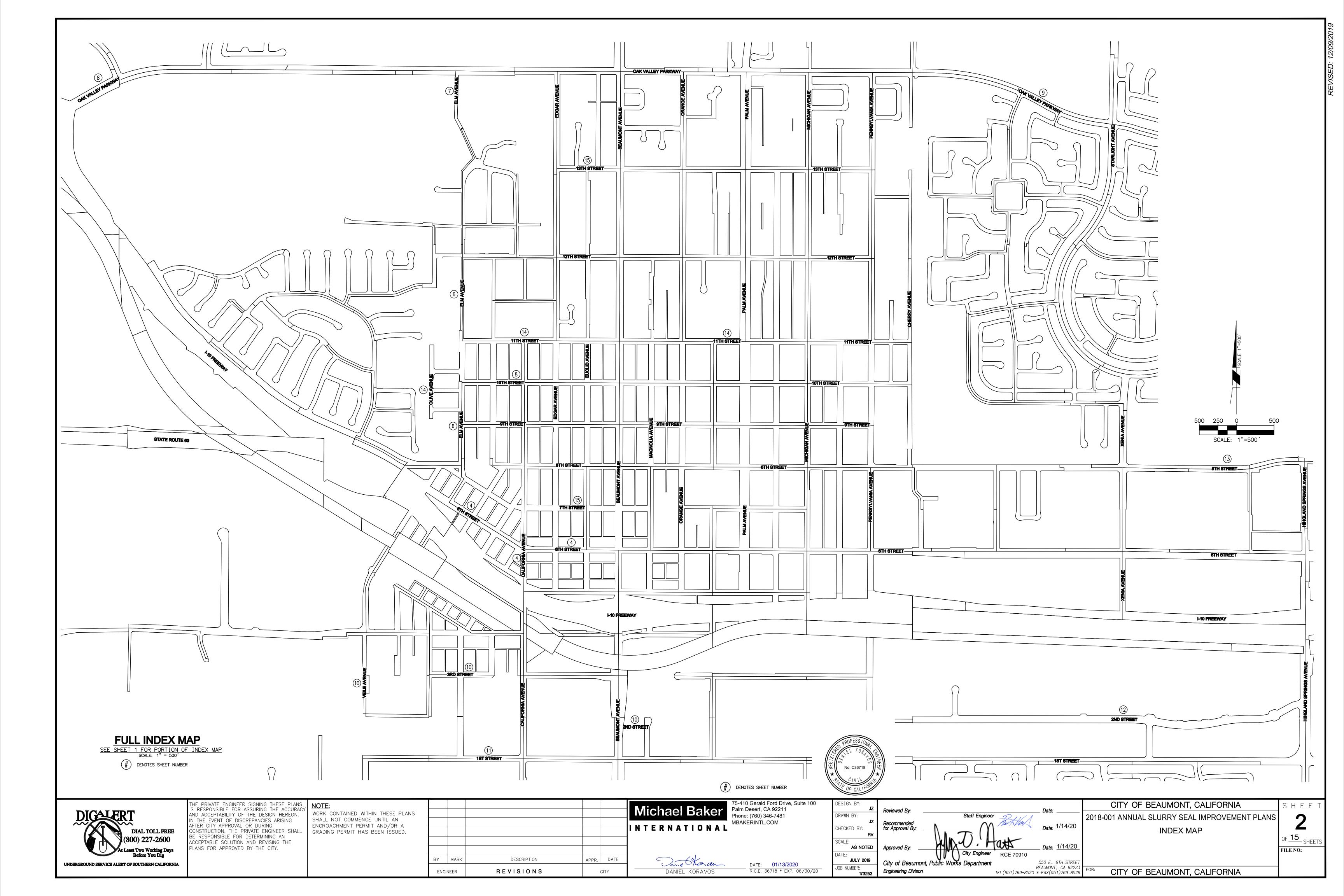
19. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS. 20. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO

POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

QUANTITY TABULATION	
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STREET NAME	LIMITS OF WORK	AREA	UNIT	
ROY COURT	"ALEXA STREET" TO "END OF STREET"	1,988	SY	
PALM AVENUE	"CANYON CREST ROAD" TO "COUGAR WAY"	3,816	SY	
CYNTHIA STREET	"VASILI LANE" TO "LEMON AVENUE"	2,016	SY	
APPLE CANYON ROAD	"CEDAR VIEW DRIVE" TO "CANYON CREST ROAD"	3,576	SY	
6TH STREET	"CALIFORNIA AVENUE" TO "BEAUMONT AVENUE"	7,988	SY	
CHERRY AVENUE	"OAK VALLEY PARKWAY" TO "COUGAR WAY"	9,373	SY	Additive A
6TH STREET	"CALIFORNIA AVENUE" TO "VEILE AVENUE"	11,418	SY	
CALIFORNIA AVENUE	"6TH STREET" TO "I-10 OVERPASS"	3,177	SY	
ELM AVENUE	"12TH STREET" TO "DALE STREET"	1,455	SY	
ELM AVENUE	"12TH STREET" TO "6TH STREET"	14,690	SY	
ELM AVENUE	"VALLEY VIEW DRIVE" TO "OAK VALLEY PARKWAY"	4,776	SY	
OAK VALLEY PARKWAY	"OAK VIEW DRIVE" TO "I-10 RAMP"	14,727	SY	Additive A
10TH STREET	"ELM AVENUE" TO "EDGAR AVENUE"	5,351	SY	
OAK VALLEY PARKWAY	"CHERRY AVENUE" TO "STARLIGHT AVENUE"	21,945	SY	Additive A
VEILE AVENUE	"4TH STREET" TO "END OF STREET"	8,328	SY	-
13TH STREET	"BEAUMONT AVENUE" TO "EDGAR AVENUE"	3,250	SY	
11TH STREET	"CHERRY AVENUE" TO "STARLIGHT AVENUE"	1,624	SY	
2ND STREET	"4TH STREET" TO "END OF STREET"	1,251	SY	
1ST STREET	"VEILE AVENUE" TO "CALIFORNIA AVENUE"	12,156	SY	
1ST STREET	"CALIFORNIA AVENUE" TO "BEAUMONT AVENUE"	6,812	SY	
2ND STREET	"HIGHLAND SPRINGS AVENUE" TO "END OF STREET"	26,070	SY	Additive A
8TH STREET	"XENIA AVENUE" TO "HIGHLAND SPRINGS AVENUE"	13,875	SY	-
11TH STREET	"ELM AVENUE" TO "BEAUMONT AVENUE"	8,271	SY	
OLIVE AVENUE	"END OF STREET" TO "END OF STREET"	3,902	SY	
3RD STREET	"OLIVE AVENUE" TO "WALNUT STREET"	3,517	SY	
7TH STREET	"CALIFORNIA AVENUE" TO "BEAUMONT AVENUE"	5,600	SY	
7TH STREET	"BEAUMONT AVENUE" TO "MAGNOLIA AVENUE"	1,587	SY	
7TH STREET	"EGAN AVENUE" TO "CALIFORNIA AVENUE"	512	SY	
11TH STREET	"MAPLE AVENUE" TO "PALM AVENUE"	1,512	SY	

Date:	CITY OF BEAUMONT, CALIFORNIA	S Η Ε Ε Τ
Staff Engineer	2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS	1
Date: 1/14/20	TITLE SHEET	
MIR O. Hatts Date: 1/14/20		OF_15_SHEETS
City Engineer RCE 70910		FILE NO.:
Public Works Department 550 E. 6TH STREET		
BEAUMONT, CA 92223 TEL(951)769-8520 * FAX(951)769.8526	FOR: CITY OF BEAUMONT, CALIFORNIA	





ROY COURT

1,988 S.Y.



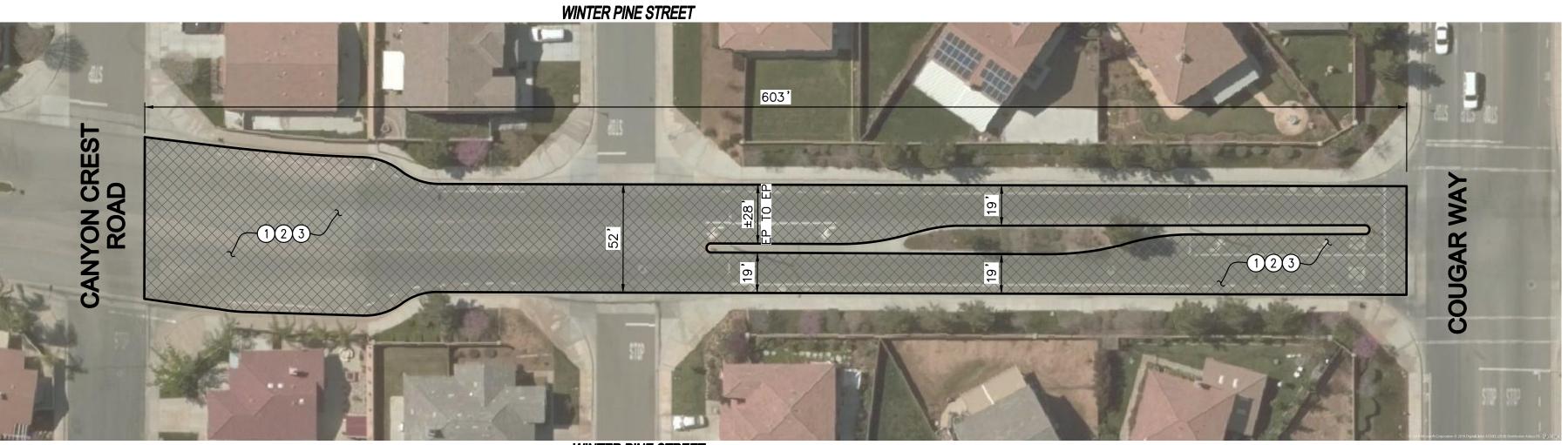
AVENUE

NOM

APPLE CANYON ROAD

CONSTRUCTION NOTES 1 APPLY SLURRY SEAL TO SURFACE PER GREENBOO 2 PRIOR TO SPREADING, THE SURFACE SHALL BE GREENBOOK SPECIFICATIONS 302-4.8. 3 CONTRACTOR SHALL PROTECT AND EXISTING MANH VERIFY IF ALL ARE FREE OF SLURRY SEAL AND

DIGALERT DIAL TOLL FREE	THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL	NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.					Michael Baker 75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL.COM	DESIGN BY: JZ DRAWN BY: CHECKED BY:	Reviewed By: Recommended for Approval By:
(800) 227-2600 At Least Two Working Days Before You Dig UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.		BY	MARK	DESCRIPTIO REVISION	DATE	DANIEL KORAVOS DATE: 01/13/2020 R.C.E. 36718 * EXP. 06/30/20	SCALE: AS NOTED DATE: JULY 2019 JOB NUMBER: 173253	Approved By: City of Beaumont, Pul Engineering Divison



WINTER PINE STREET





3,576 S.Y.

	UNIT	QUANTITY
DOK SPECIFICATIONS 302-4	SY	11,396
E CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER	PE	R PLAN
NHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND ND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PE	R PLAN



SCALE: 1"=40'



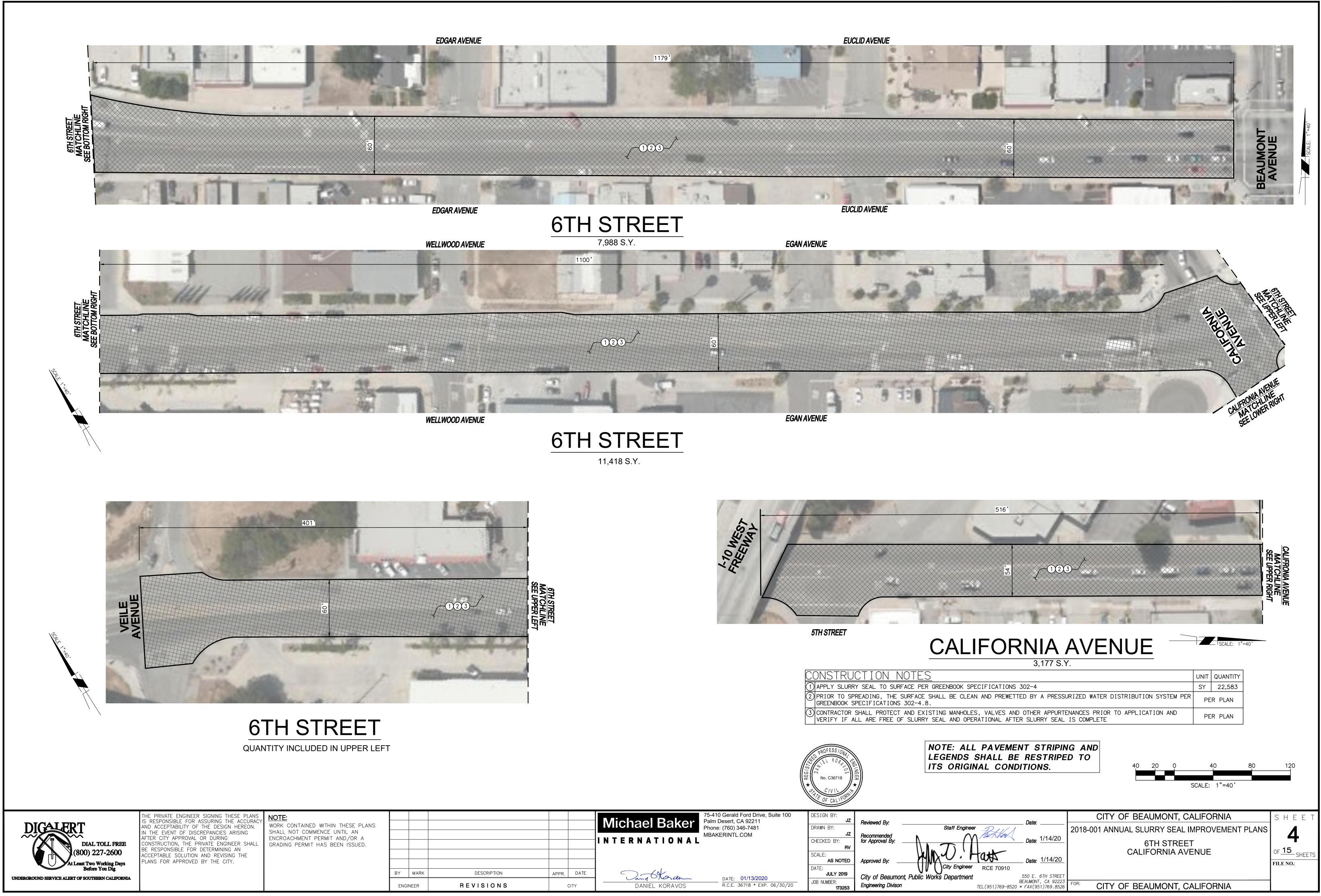


2,016 S.Y.

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPED TO ITS ORIGINAL CONDITIONS.

SCALE: 1"=40' CITY OF BEAUMONT, CALIFORNIA SHEE Date: 2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS 3 Staff Engineer _ Date: 1/14/20 ROY COURT PALM AVENUE CYNTHIA STREET APPLE CANYON ROAD . Date: <u>1/14/20</u> FILE NO.: RCE 70910 t 550 E. 6TH STREET BEAUMONT, CA 92223 TEL(951)769-8520 * FAX(951)769.8526 Public Works Department CITY OF BEAUMONT, CALIFORNIA

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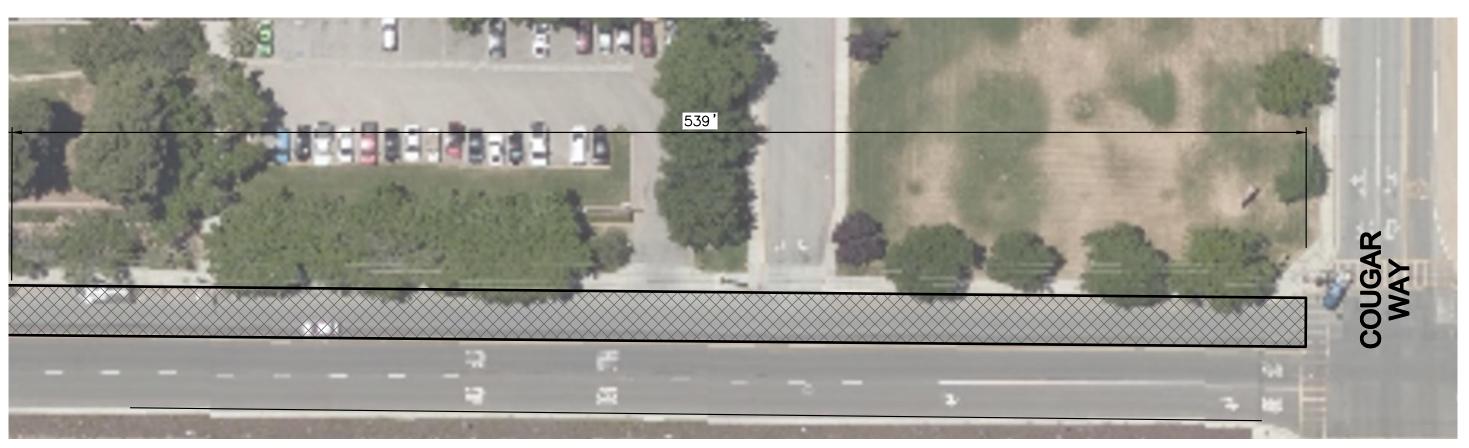
e, Suite 100 DESIGN BY: JZ Reviewed By: DRAWN BY:
JZ Recommended CHECKED BY: for Approval By:
SCALE: AS NOTED Approved By:
20 DATE: JULY 2019 City of Beaumont, Publ
20 City of Beaumont, Public JOB NUMBER: Engineering Divison

DTES	UNIT	QUANTITY
CE PER GREENBOOK SPECIFICATIONS 302-4	SY	22,583
RFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER D2-4.8.	PE	R PLAN
ND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PE	R PLAN



CEDAR HOLLOW ROAD





CHERRY AVENUE QUANTITY INCLUDED ABOVE

BY MARK

ENGINEER



THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING ENCROACE CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

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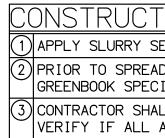
ROVER LANE

CHERRY AVENUE

9,373 S.Y.

CHERRY AVENUE

QUANTITY INCLUDED ABOVE

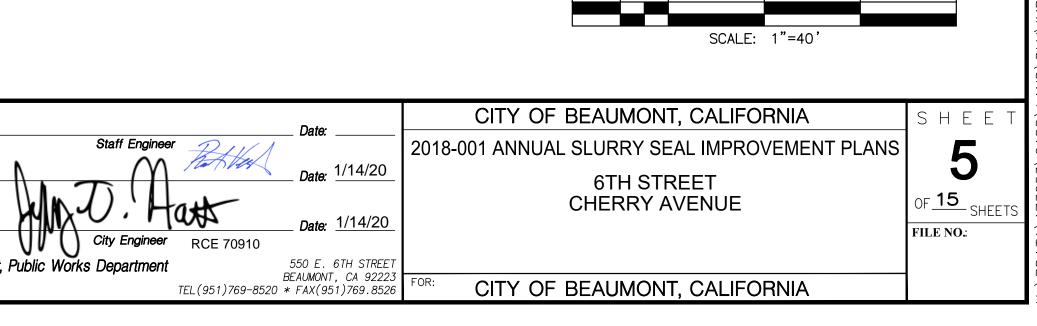






			Michael Baker	75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211	DESIGN BY:	Reviewed By:
				MBAKERINTI COM	DRAWN BY:	Recommended
			INTERNATIONAL		CHECKED BY:	for Approval By:
					SCALE: AS NOTED	Approved By:
DESCRIPTION	APPR.	DATE	De 6 Paren	DATE: 01/13/2020	DATE: JULY 2019	City of Beaumont, P
REVISIONS	(CITY	DANIEL KORAVOS	R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253	Engineering Divison

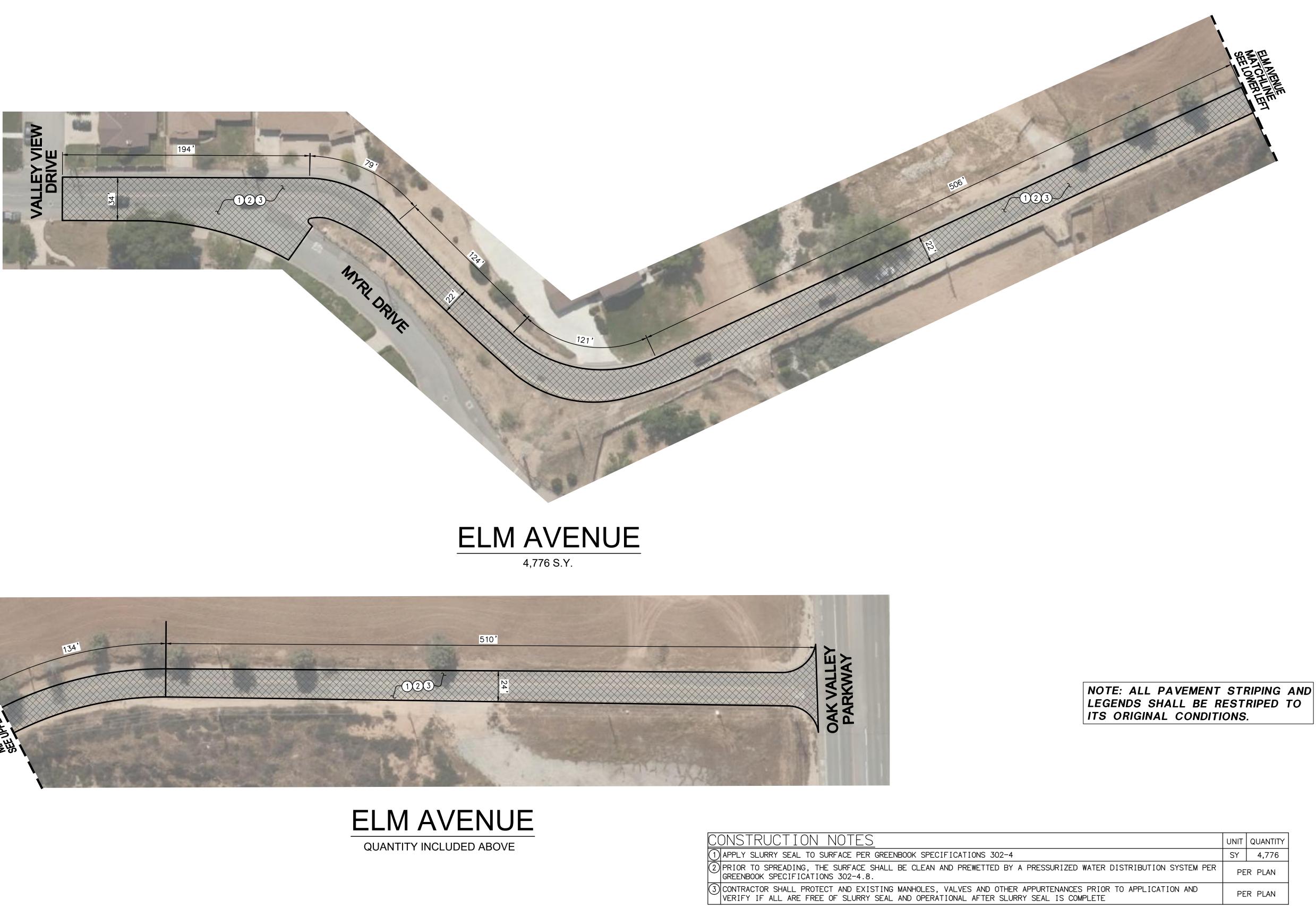
ION NOTES	UNIT	QUANTITY			
EAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4					
DING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER					
LL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE					
NOTE: ALL PAVEMENT STRIPING AND					
LEGENDS SHALL BE RESTRIPED TO					
ITS ORIGINAL CONDITIONS.					

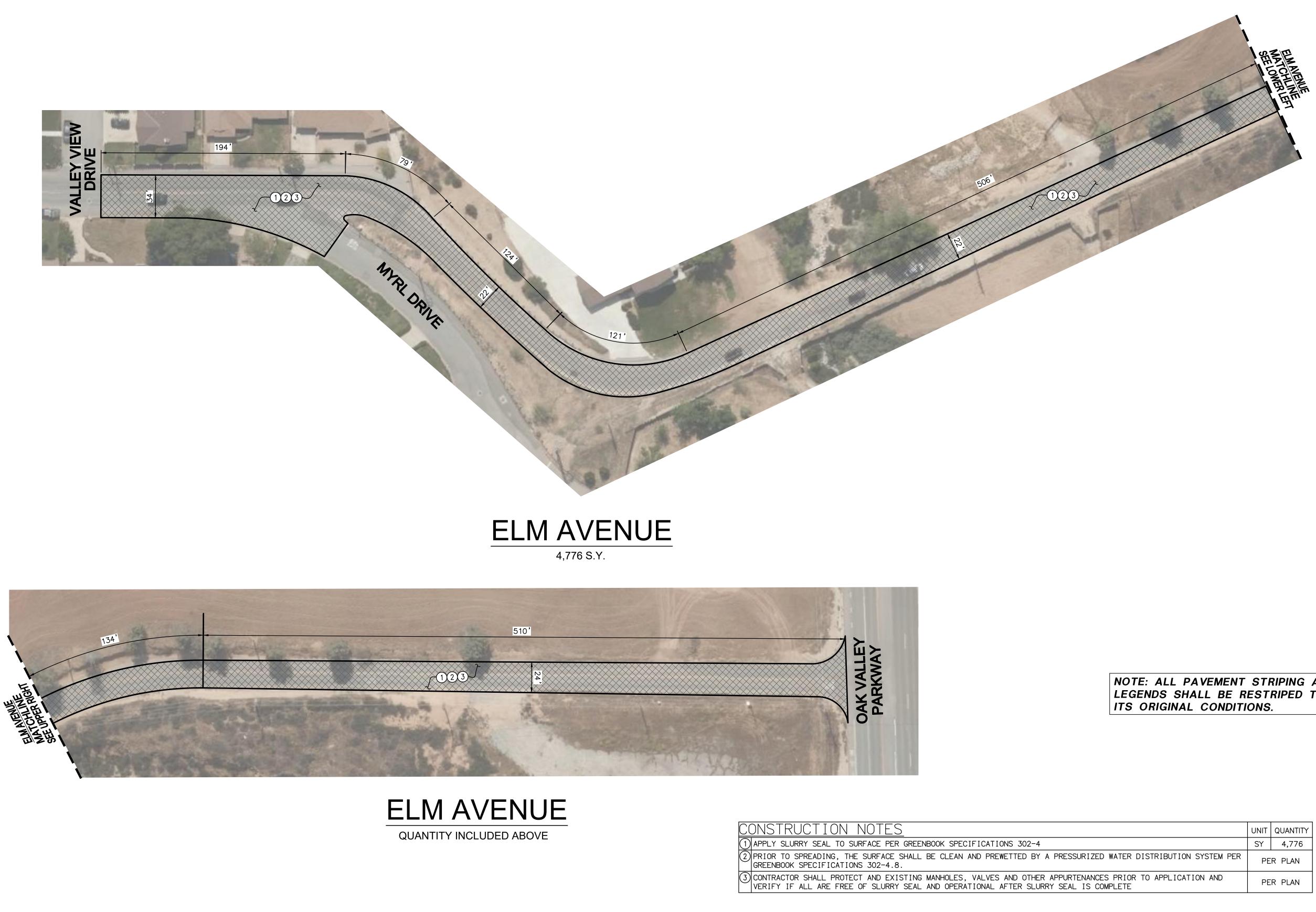


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CONSTRUCTION NOTES		UNIT	
APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICA	TIONS 302-4	SY	16,145
PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND F DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302	REWETTED BY A PRESSURIZED WA -4.8.	ATER P	PER PLAN
3 CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALV APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEA IS COMPLETE			PER PLAN
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Staff Engineer Date: 1/14/20 Viry Engineer RCE 70910 Public Works Department Est e. 6TH STREET	40 20 0 40 SCALE: DF BEAUMONT, CALIFOF JAL SLURRY SEAL IMPROV	80 1"=40' RNIA EMENT PLANS	120 S H E OF 15 S







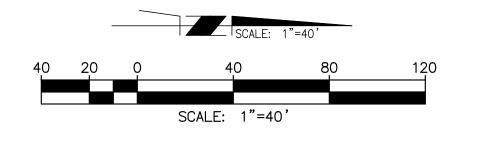
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

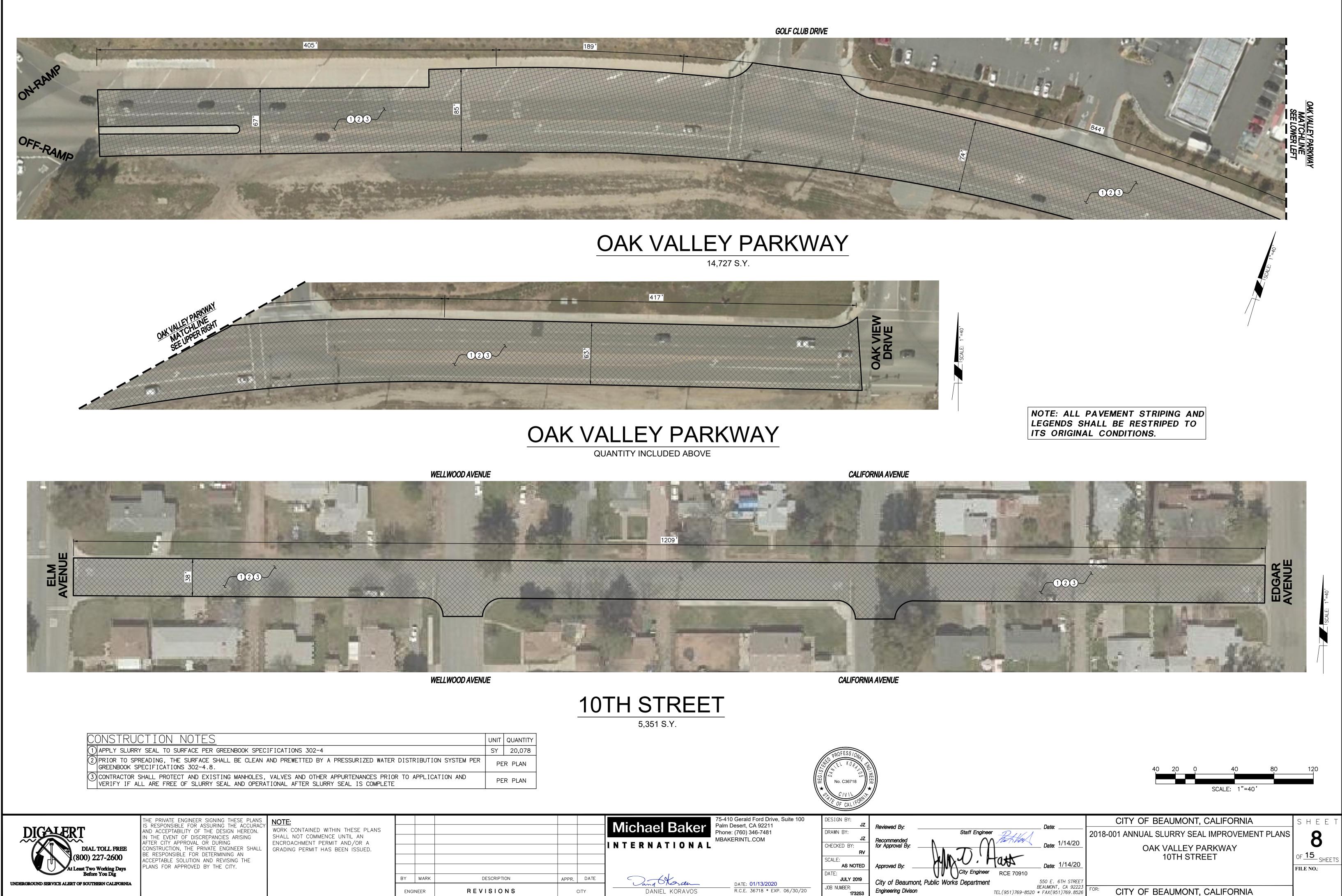


	Michael Pokor	75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211	DESIGN BY: JZ	Reviewed By:	Date:	CITY OF BEAUMONT, CALIFORNIA	S H E E T
	Michael Baker		DRAWN BY:		Staff Engineer	2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS	7
		MBAKERINTL.COM	CHECKED BY:	Recommended for Approval By:	Date: 1/14/20	ELM AVENUE	
			SCALE: AS NOTED	Approved By:	Date: 1/14/20		OF <u>15</u> SHEETS
DESCRIPTION APPR. DATE	- Oto an	DATE: 01/13/2020	DATE: JULY 2019	City of Beaumont	V Ocity Engineer RCE 70910 Public Works Department 550 E. 6TH STREET		FILE NO.
REVISIONS CITY	DANIEL KORAVOS	R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253	Engineering Divison	BEAUMONT, CA 92223 TEL(951)769-8520 * FAX(951)769.8526	FOR: CITY OF BEAUMONT, CALIFORNIA	

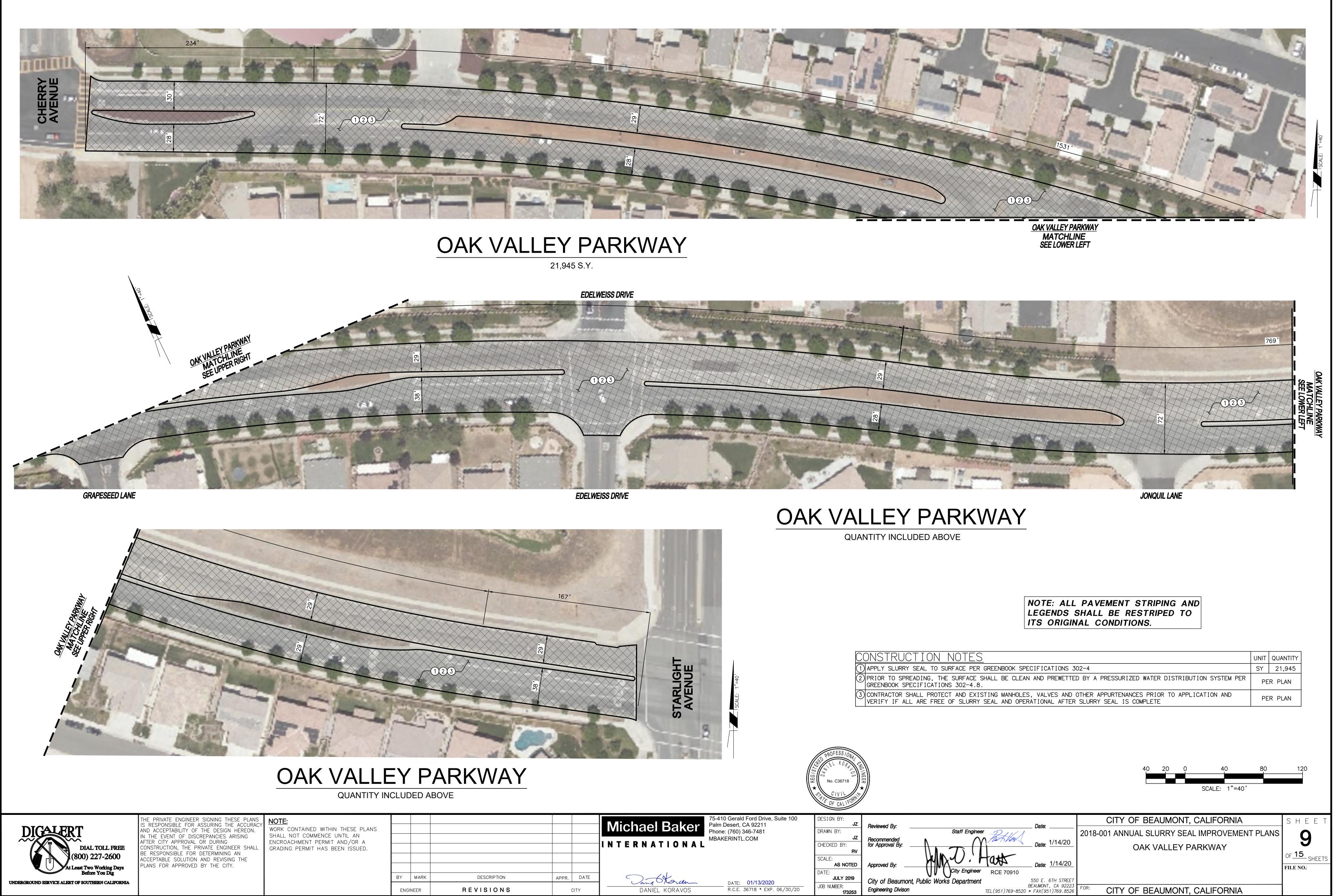
LEGENDS SHALL BE RESTRIPED TO

	UNIT	QUANTITY	
CATIONS 302-4	SY	4,776	
PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER		PER PLAN	
VES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND NAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN		

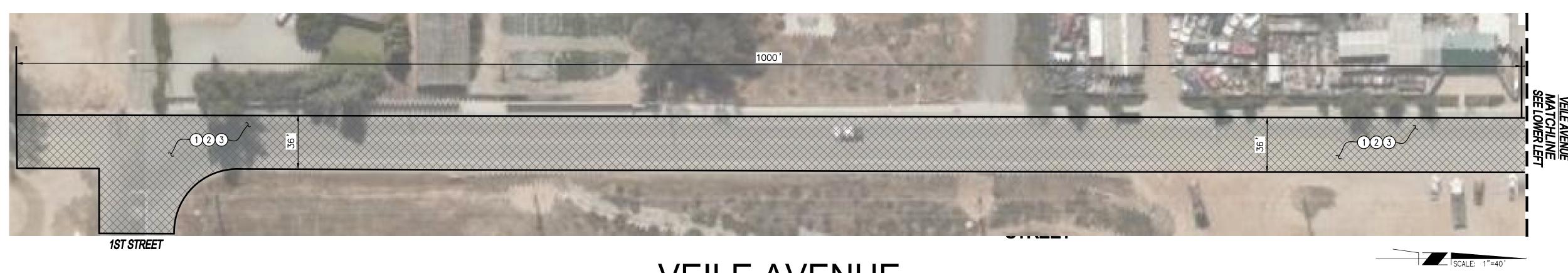


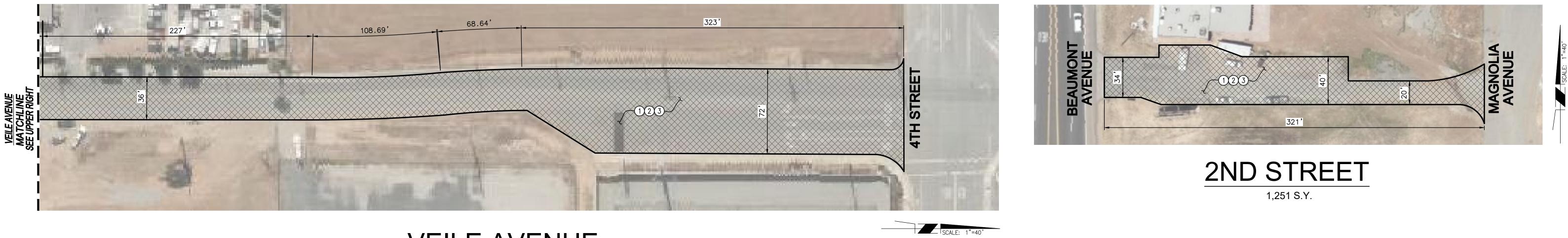


			Michael Baker		DESIGN BY: JZ DRAWN BY:	Reviewed By:
			INTERNATIONAL	MBAKERINTL.COM	JZ CHECKED BY: RV	Recommended for Approval By:
					SCALE: AS NOTED DATE:	Approved By:
R E V I S	RIPTION	APPR.	DANIEL KORAVOS	DATE: 01/13/2020 R.C.E. 36718 * EXP. 06/30/20	JULY 2019 JOB NUMBER: 173253	City of Beaumont, Pu Engineering Divison

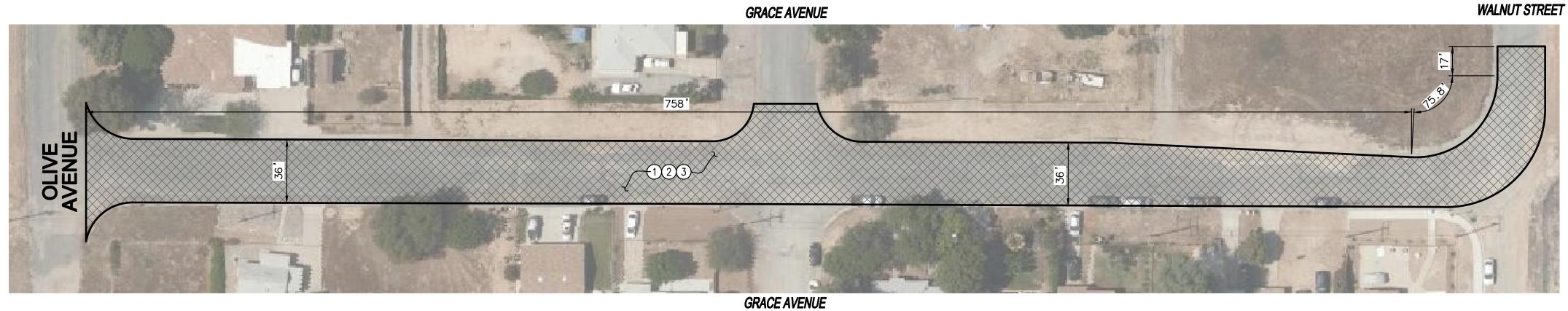


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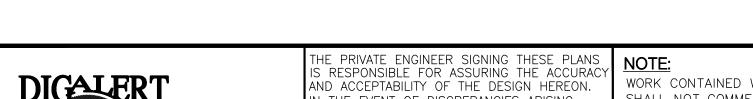


QUANTITY INCLUDED ABOVE



3RD STREET 3,517 S.Y.

CONSTRUCTION NOTES 1) APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4 2 PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8. (3) CONTRACTOR SHALL PROTECT EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION.



DIAL TOLL FREE 0) 227-2600 Two Working Days Before You Dig UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

N THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL E RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

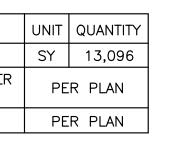
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

> BY MARK ENGINEER

VEILE AVENUE

8,328 S.Y.

VEILE AVENUE





Reviewed By:

Recommende

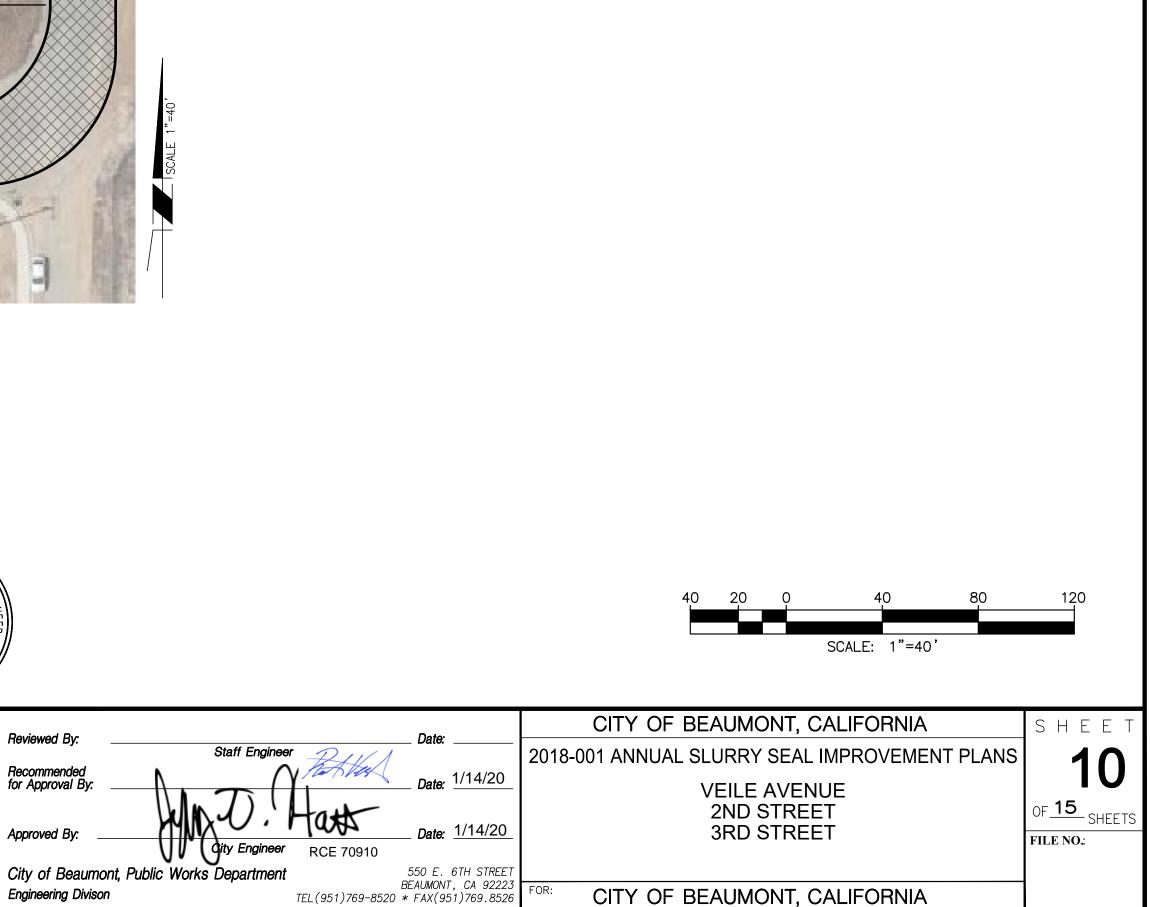
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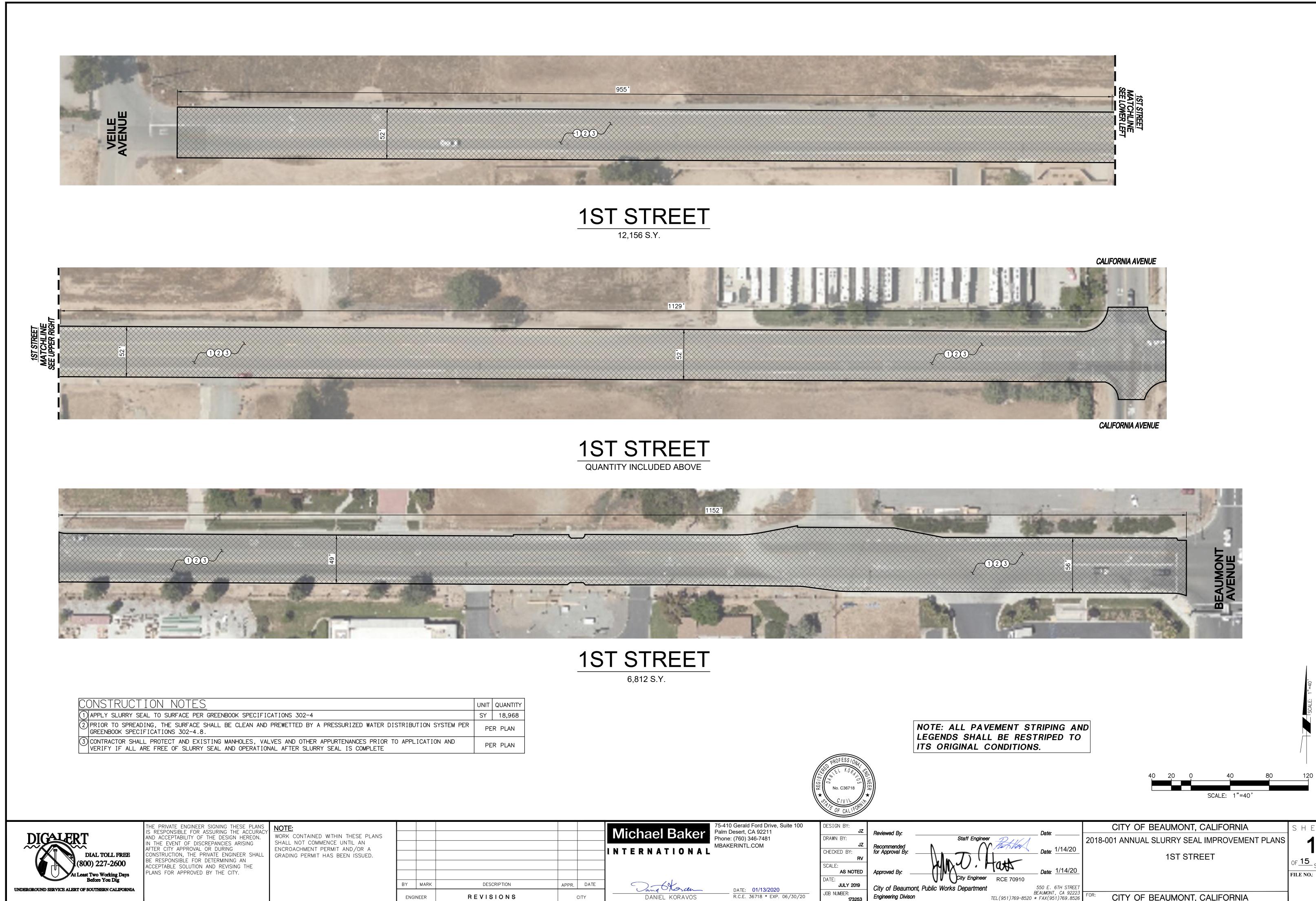
Engineering Divison

			Michael Baker	75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211 Phone: (760) 346-7481	DESIGN BY: J DRAWN BY:
			INTERNATIONAL	MBAKERINTL.COM	CHECKED BY:
					SCALE: AS NOTED
DESCRIPTION	APPR.	DATE	-61	01/12/2020	DATE: JULY 2019
REVISIONS		CITY	DANIEL KORAVOS	DATE: 01/13/2020 R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPED TO ITS ORIGINAL CONDITIONS.

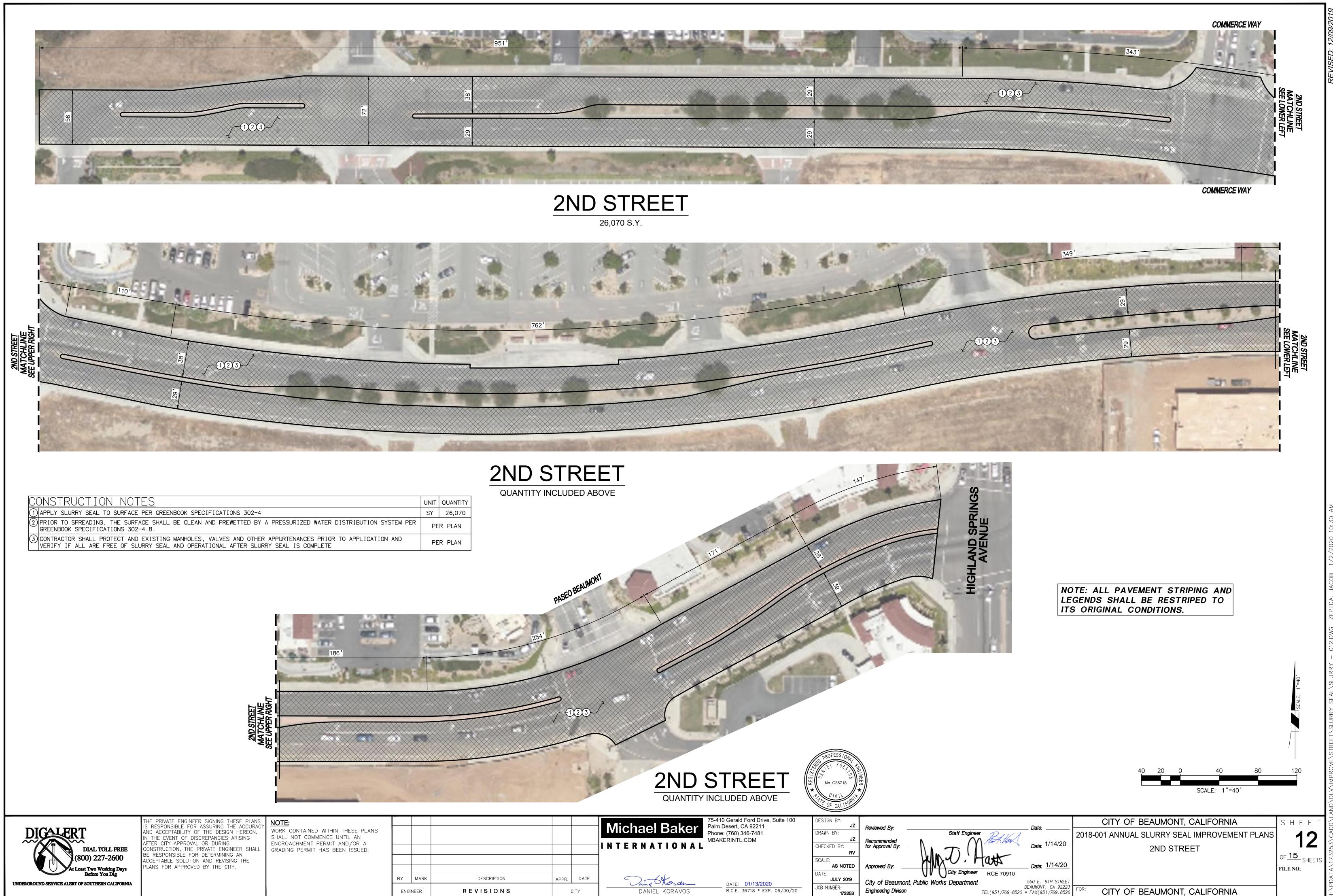


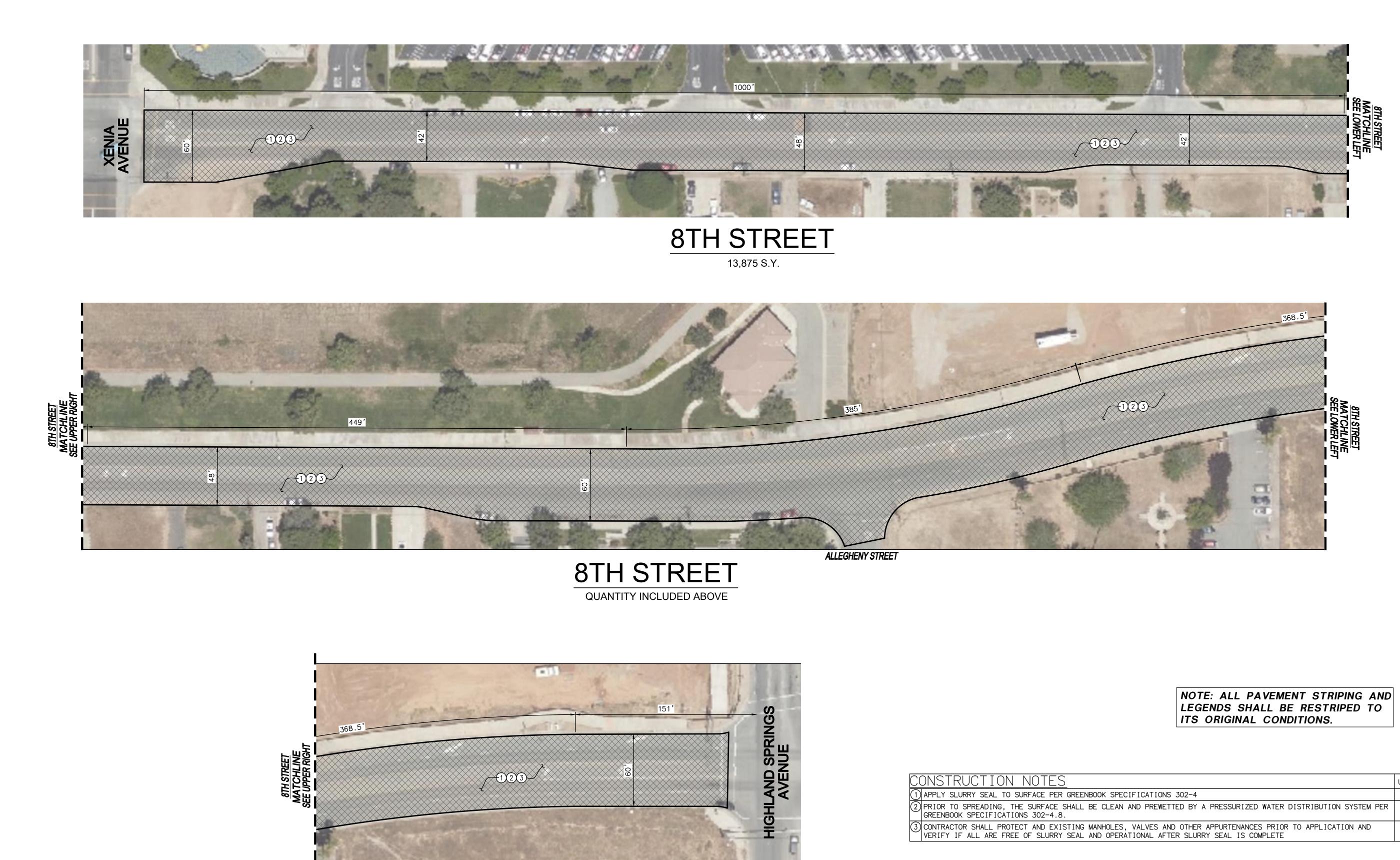
TEL(951)769-8520 * FAX(951)769.8526

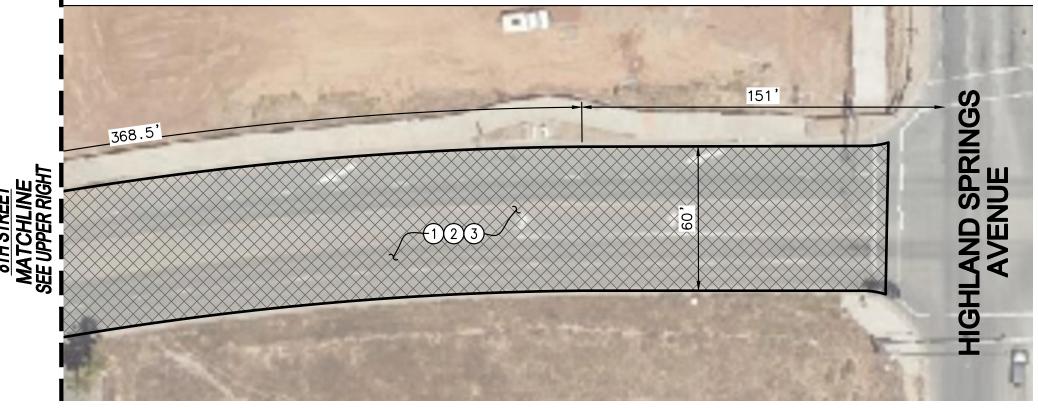


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Date:	CITY OF BEAUMONT, CALIFORNIA	S H E E T
Staff Engineer	2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS	11
Date: 1/14/20	1ST STREET	0F 15
City Engineer RCE 70910		FILE NO.:
Public Works Department 550 E. 6TH STREET		
BEAUMONT, CA 92223 TEL(951)769-8520 * FAX(951)769.8526	FOR: CITY OF BEAUMONT, CALIFORNIA	







THE PRIVATE ENGINEER SIGNING THESE PLAN IS RESPONSIBLE FOR ASSURING THE ACCURA					Michael Baker	75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211	DESIGN BY:	Reviewed By:
AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING	WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN				Informaci Dakci		DRAWN BY:	
DIAL TOLL FREE AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHAL	ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.				INTERNATIONAL	MBAKERINTL.COM	CHECKED BY:	Recommended for Approval By:
BE RESPONSIBLE FOR DETERMINING AN	GRADING PERMIT HAS BEEN ISSUED.						RV	
At Least Two Working Days							SCALE: AS NOTED	Approved By:
Before You Dig		BY MARK	DESCRIPTION	APPR. DATE	Dany Korden		DATE: JULY 2019	
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		ENGINEER	REVISIONS	CITY	DANIEL KORAVOS	DATE: 01/13/2020 R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253	City of Beaumont, Publi Engineering Divison
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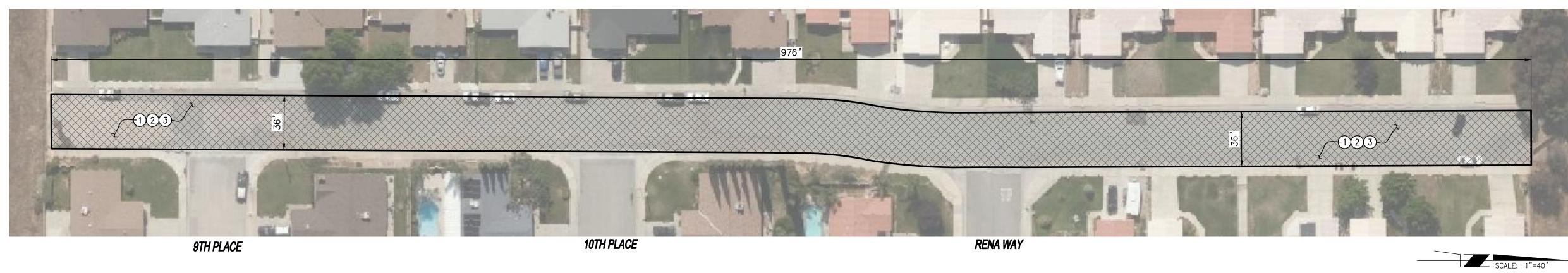




	UNIT	QUANTITY		
ENBOOK SPECIFICATIONS 302-4	SY	13,875		1
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IG MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AN AL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	ND PE	ER PLAN		SCALE: 1"=40
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Staff Engineer Date: 2018-001 ANNUAL		-		
Date: 1/14/20			VEMENT FLANS	13
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Date: 1/14/20				SHEETS
City Engineer RCE 70910				FILE NO.:
Public Works Department 550 E. 6TH STREET BEAUMONT, CA 92223 FOR:				
TEL (951)769-8520 * FAX (951)769.8526 FOR: CITY OF E	BEAUMONT	Γ, CALIFC	PRNIA	









1,512 S.Y.



THE PRIVATE ENGINEER SIGNING THESE PLANS S RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. N THE EVENT OF DISCREPANCIES ARISING NETER OUT ADDROVAL OR DURING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

BY MARK

ENGINEER

11TH STREET QUANTITY INCLUDED ABOVE



3,902 S.Y.

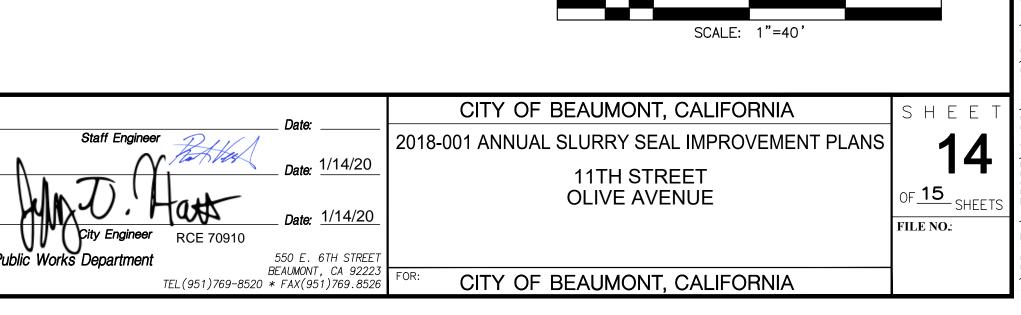
CONSTRUCTION NOTES	UNIT	QUANTITY
1 APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	13,685
2 PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PE	R PLAN
3 CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PE	R PLAN



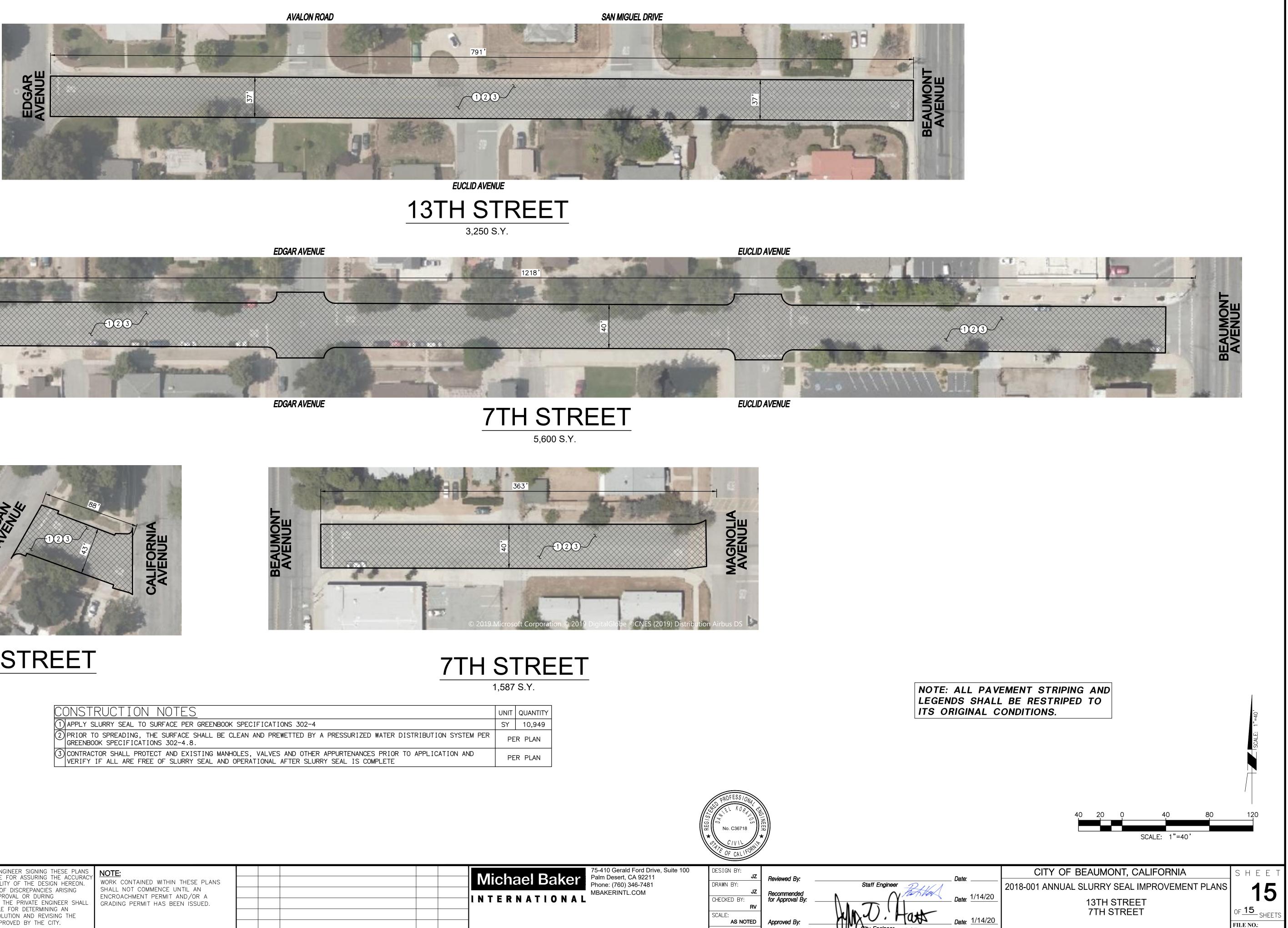
				75-410 Gerald Ford Drive, Suite 100 Palm Desert, CA 92211 Phone: (760) 346-7481	DESIGN BY: JZ DRAWN BY:	Reviewed By:
				MBAKERINTL.COM	JZ CHECKED BY: RV	Recommended for Approval By:
					SCALE: AS NOTED DATE:	Approved By:
DESCRIPTION	APPR.	DATE		04/40/0000	JULY 2019	City of Beaumont, Pub
REVISIONS		CITY	DANIEL KORAVOS	DATE: 01/13/2020 R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253	Engineering Divison

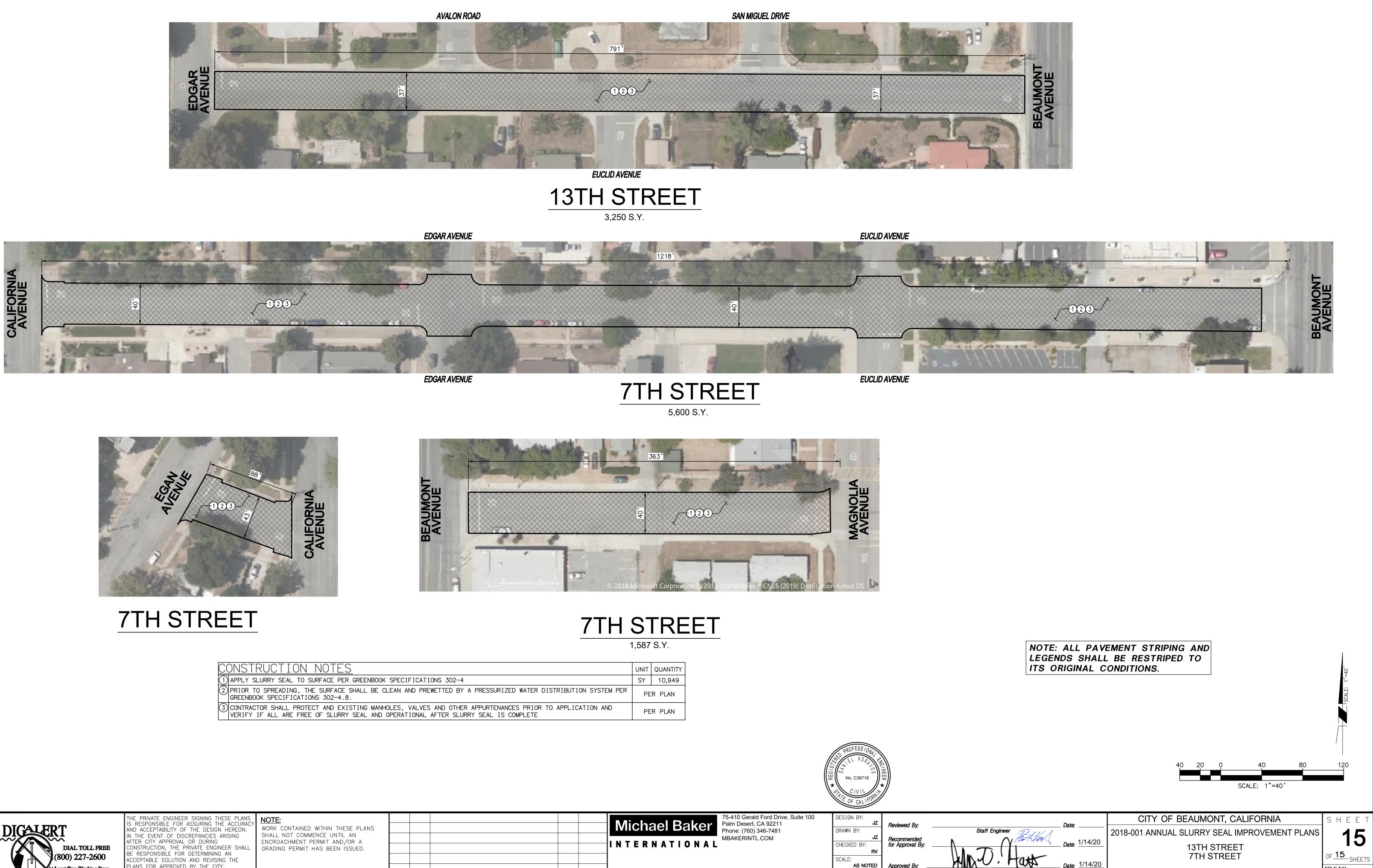
12/09/ REVISED:

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPED TO ITS ORIGINAL CONDITIONS.



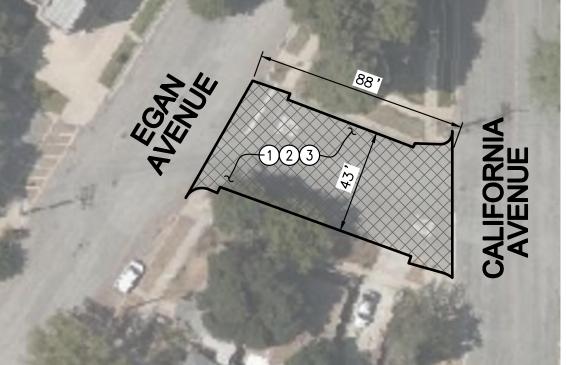
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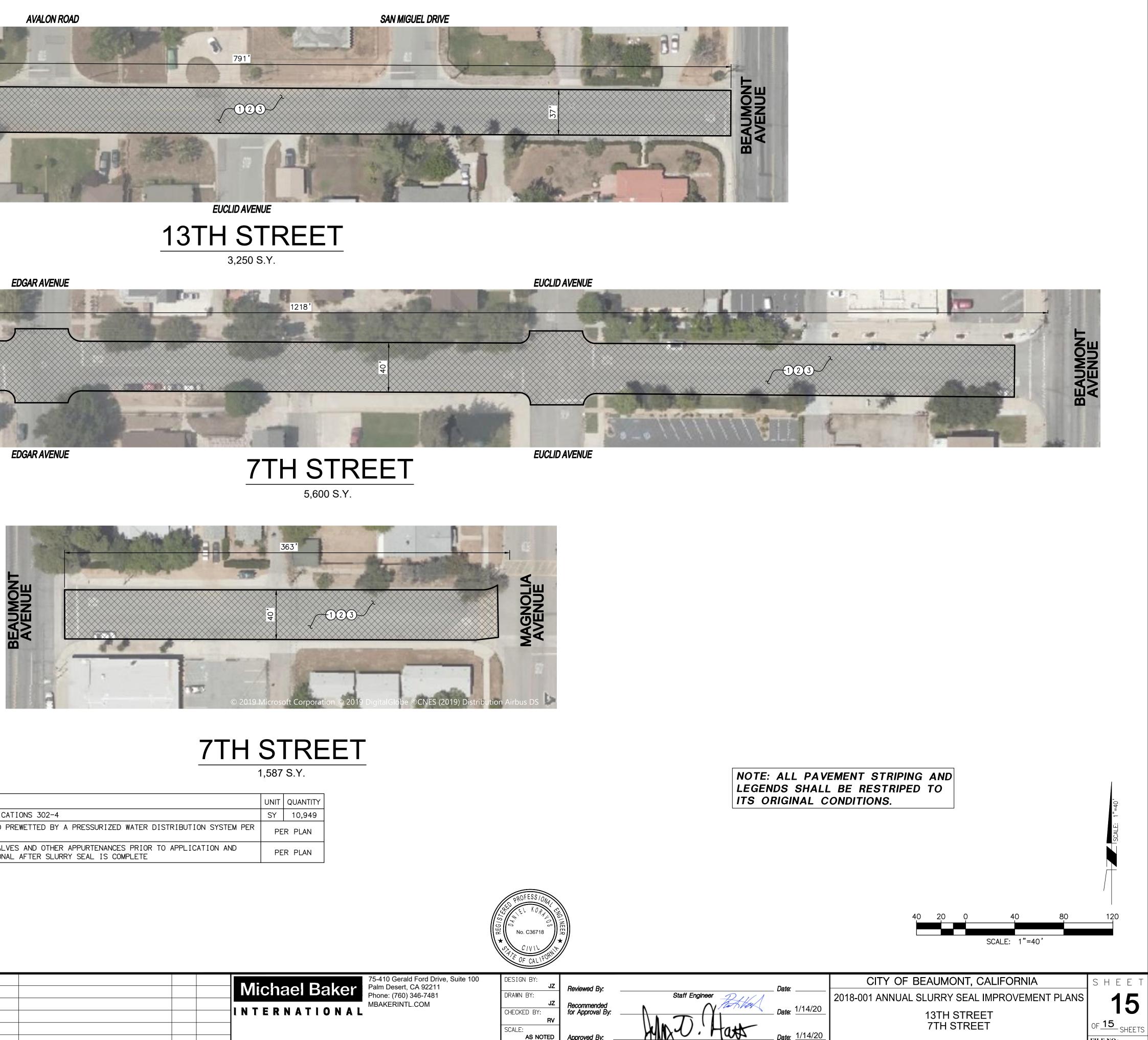




BY MARK

ENGINEER





RCE 70910

t 550 E. 6TH STREET BEAUMONT, CA 92223 TEL(951)769-8520 * FAX(951)769.8526

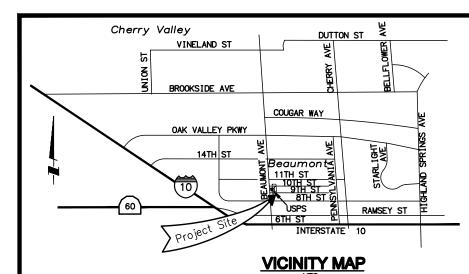
CITY OF BEAUMONT, CALIFORNIA

1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATION
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREN GREENBOOK SPECIFICATIONS 302-4.8.
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES



CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

			Michael Baker	Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL COM	DESIGN BY: JZ DRAWN BY: JZ	Reviewed By:
			INTERNATIONAL		CHECKED BY: RV SCALE: AS NOTED	for Approval By:
DESCRIPTION	APPR.	DATE	Do the car	DATE: 01/13/2020	DATE: JULY 2019	Approved By:
REVISIONS		CITY	DANIEL KORAVOS	R.C.E. 36718 * EXP. 06/30/20	JOB NUMBER: 173253	Engineering Divison



GENERAL NOTES

- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
- APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE. RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN
- NON-CONFORMANCE IS DISCOVERED CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER- OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL
- PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
- NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
- REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
- NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
- THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY
- 10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- 11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
- A. SUMMARY SHEET B. LABORATORY WORK SHEETS

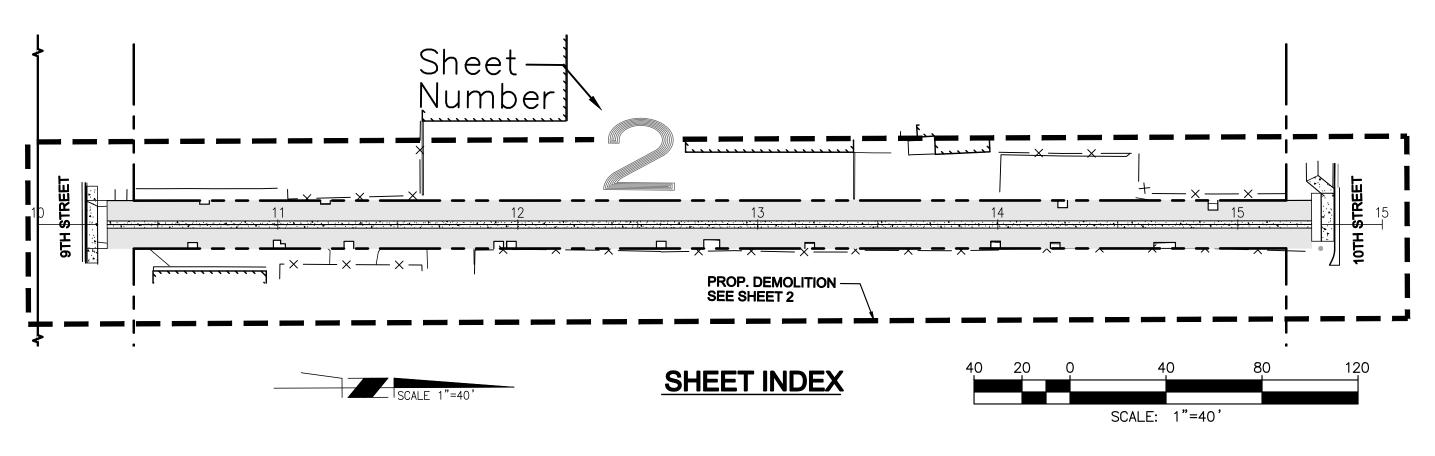
C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS

- 12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUS BE AVAILABLE PRIOR TO SCHEDULING.
- 13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- 14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES. INCLUDING SHORING. AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- 15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE. THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION. 16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL
- CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO. 17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH
- BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7: 00 A.M. AND 6: 00 P.M. EACH DAY MONDAY THROUGH FRIDAY. UNLESS OTHERWISE PERMITTED.
- 18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- 19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT. 20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE
- OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- 22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE. (000) 400-4177

UNDERGROUND SERVICE ALERI	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892–0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E		STRUCTURES CONCERNED BEFO 3. QUANTITIES SHOWN HEREON A RESPONSIBLE FOR VERIFYING ENGINEER SIGNING THESE PL THE DESIGN HEREON. IN THE CONSTRUCTION, 4. THE PRIVATE ENGINEER SHAL THE PLANS FOR APPROVAL BY 5. CONTRACTOR TO VERIFY TIE-	RE STARTING RE PROVIDED ALL QUANTIT ANS IS RESPO EVENT OF DI L BE RESPONS THE CITY. IN FLOW LINE	BILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR WORK. FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE TES PRIOR TO BIDDING FOR CONSTRUCTION. THE PRIVATE INSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY SCREPANCIES ARISING AFTER CITY APPROVAL OR DURING TIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REV S AND/OR INVERT ELEVATIONS PRIOR TO BEGINNING OF AN INGINEER OF ANY DISCREPANCIES.	5. CALIFORNIA OF VISING		TIONS BY SLADDEN ENGINEERING, TY ASSOCIATION BMP CONSTRUCT		DATED 8-26-19. S CONSTRUCTION SITE BMP MANUAL.		
Call 2 Working Days Before You Dig! 811	BENCHMARK: CITY OF BEAUMONT DESCRIPTION: NO. 07.A.82 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R. ELEV.= 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)	BY MARK ENGINEER	DESCRIPTION R E VISIONS	APPR. DATE	Michael Baker 75410 Gerald Ford Dr. Ste:100 Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL.COM MBAKERINTL.COM MBAKERINTL.COM DANIEL KORAVOS R.C.E. 36718 * EXP. 06/30/20	PROFESS/ONAL FIGURE	DESIGN BY: JZ DRAWN BY: JZ CHECKED BY: RV SCALE: AS NOTED DATE: OCTOBER 2019 JOB NUMBER: 173252	CALIFORNIA MCNOV.18, 1972	Reviewed By: Recommended for Approval By: Approved By: CITY OF BEAUMONT, PUBLIC M ENGINEERING DIVISION	Date:	CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLAN ALLEY WAY REHABILITATION (9TH STREET TO 10TH STREET) TITLE SHEET OR: CITY OF BEAUMONT	SHEET 1 OF 2 SHEETS FILE NO:



LEGEND

EXISTING MAJOR CONTOUR EXISTING MINOR CONTOUR PROPOSED MAJOR CONTOUR PROPOSED MINOR CONTOUR EXISTING CURB & GUTTER PROPOSED AC PAVEMENT AC PAVEMENT REMOVAL SAWCUT

____(100)_____

NG --- NATURAL GROUND

₽ --- PROPERTY LINE

PP --- POWER POLE

VERT.INTERSECTION

RP --- RADIUS POINT

R/W -- RIGHT-OF-WAY

RW --- RECLAIMED WATER

PVI -- POINT OF

PVMT - PAVEMENT

ST --- STREET

STC -- STRUCTURE

STD -- STANDARD

S/W -- SIDEWALK

TC --- TOP OF CURB

WV --- WATER VALVE

WM --- WATER METER

TEL -- TELEPHONE BOX

VC --- VERTICAL CURVE

SWR -- SEWER

VLT -- VAULT

PCC -- POINT OF COMPOUND CURVE

PI --- POINT OF INTERSECTION

PIG -- POINT OF INTER. GUTTER

PRC -- POINT OF REVERSE CURVE

PCC -- PORTLAND CEMENT CONCRETE

ABBREVIATIONS

AC	ASPHALT CONCRETE
APN	ASSESSOR'S PARCEL NUMB
	BEGINNING OF CURVE
BCR	BEGIN CURB RETURN
BNDY -	BOUNDARY
BP	BEGIN OF PAVEMENT
BVC	BEGIN VERTICAL CURVE
B/W	BACK OF SIDEWALK
•	CURB FACE
CL	CENTERLINE
CONC -	CONCRETE
DW	DOMESTIC WATER
DWY	DRIVEWAY
EC	END OF CURVE
ECR	END CURB RETURN
EG	EXISTING GRADE
	EDGE OF PAVEMENT
	END VERTICAL CURVE
	FINISHED GRADE
	FLOW LINE
	FINISHED SURFACE
	GRADE BREAK
	GRADE LINE
	HEADER
	HIGH POINT
	LOW POINT
LS	LANDSCAPE AREA

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

- 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR

CITY OF BEAUMONT, CALIFORNIA Street Improvement Plans ALLEY WAY REHABILITATION (9TH STREET TO 10TH STREET), EAST OF BEAUMONT AVENUE

1 TITLE SHEET	INDEX OF SHEET	
	SHEET DESCRIPTION	<u>SHEET</u>
2 DEMOLITION PLAN & STREET	1 TITLE SHEET	1
	2 DEMOLITION PLAN & STREET PLAN	2

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: MICHAEL BAKER INTERNATIONAL

ADDRESS: 75410 GERALD FORD DRIVE, SUITE 100

CITY. ST.: PALM DESERT, CA

TELEPHONE: 760-346-7481

BY: DANIEL KORAVOS, RCE 36718 ___ DATE: _____

(NAME OF ENGINEER & RCE)

WORK TO BE DONE:

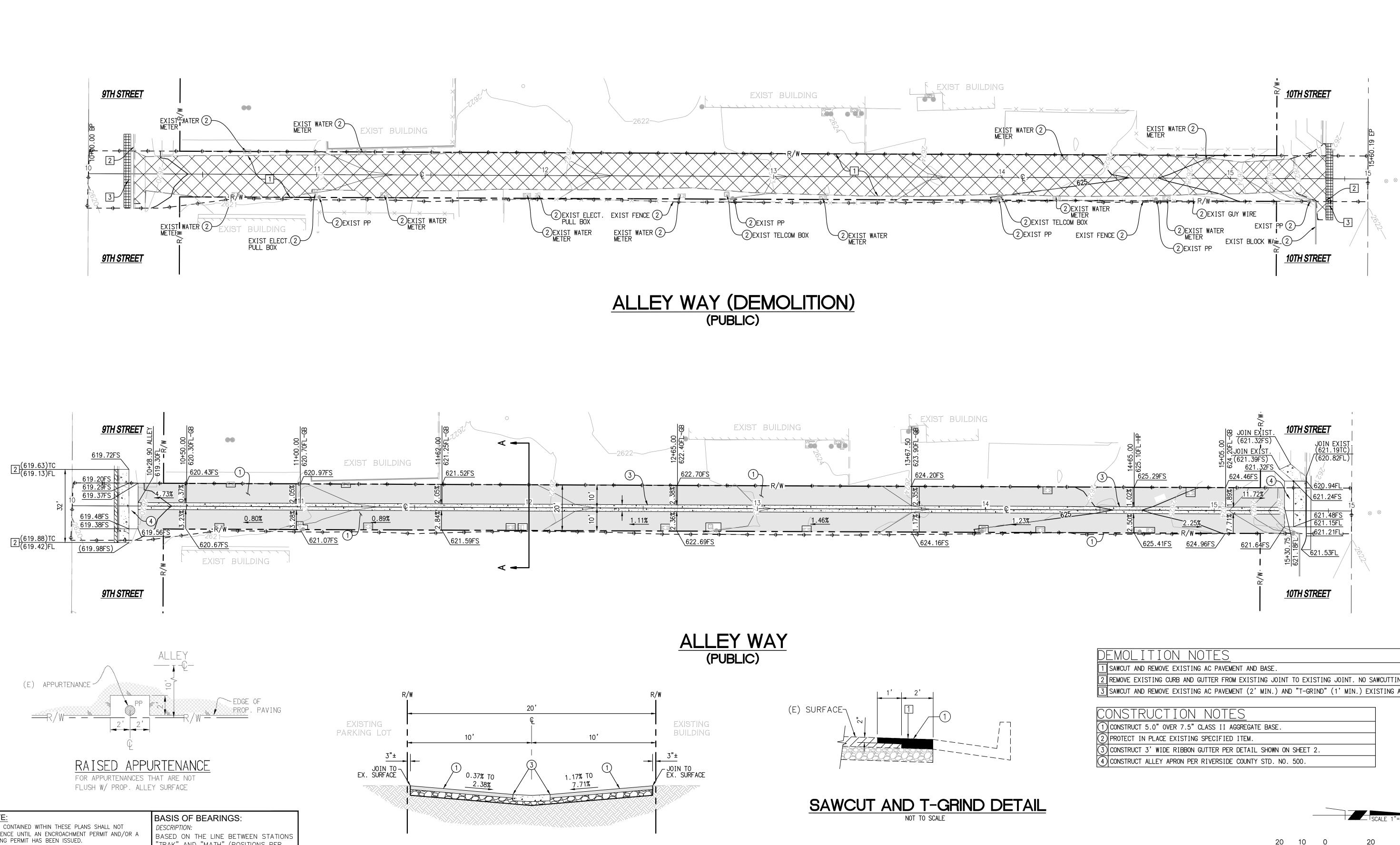
THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS. CURRENT AT THE TIME OF CONSTRUCTION. AS DIRECTED BY THE CITY ENGINEER.

- 1. BEAUMONT MUNICIPAL CODE
- 2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461 FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
- SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.DOMESTIC AND RECLAIMED WATER: THE CHERRY VALLEY MUNICIPAL WATER DISTRICT STANDARDS FOR DOMESTIC AND RECLAIMED WATER FACILITIES. ALL OTHER PUBLIC WORKS: THE MOST CURRENT VERSION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- 3. THIS SET OF PLANS.

STREET NOTES

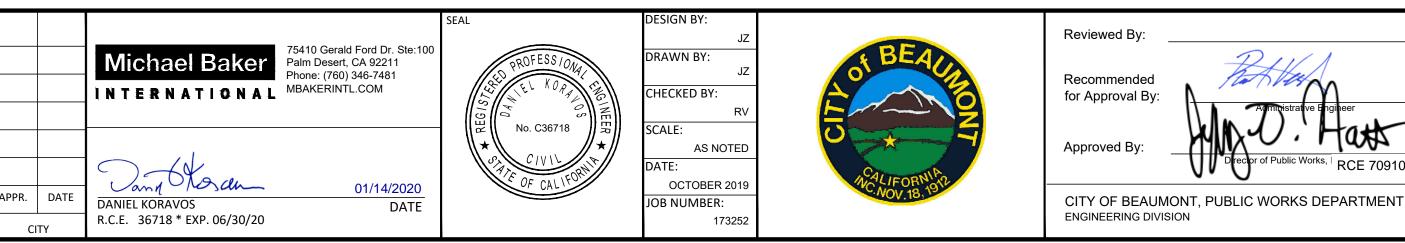
- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- 2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS
- 3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN
- 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVE STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMI 5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- 6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816. 7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET
- SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED 8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS
- 9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT 11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE
- 12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER
- 13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE # ON THE PLAN. 14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY
- 15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
- 16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS. 17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO
- CONSTRUCTION.
- 18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE) 19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL
- UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

CONSTRUCTION NOTES	UNIT	QUANTITY
1 CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	10,040
2 PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PI	ER PLAN
3 CONSTRUCT 3' WIDE RIBBON GUTTER PER DETAIL SHOWN ON SHEET 2.	SF	1,527
(4) CONSTRUCT ALLEY APRON PER RIVERSIDE COUNTY STD. NO. 500.	EA	2
DEMOLITION NOTES	UNIT	QUANTITY
1 SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.	SF	9,040
2 REMOVE EXISTING CURB AND GUTTER FROM EXISTING JOINT TO EXISTING JOINT NO SAWCUTTING PERMITTED	LF	120
3 SAWCUT AND REMOVE EXISTING AC PAVEMENT (2'MIN.) AND "T-GRIND" (1'MIN.) EXISTING AC PAVEMENT PER DETAIL ON SHEET 2	SF	360



NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E			SE PER	EC RCTD
DIGALERT Call 2 Working Days Before You Dig! 811	BENCHMARK: CITY OF BEAUMONT <i>DESCRIPTION:</i> NO. 07.A.82 1–3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R. ELEV.= 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)	BY	MARK	DESCRIPTION	APPI

CTION A-A CTD STD. 500 (MODIFIED) NOT TO SCALE



REMOVE EXISTING CURB AND GUTTER FROM EXISTING JOINT TO EXISTING JOINT. NO SAWCUTTING PERMITTED. SAWCUT AND REMOVE EXISTING AC PAVEMENT (2' MIN.) AND "T-GRIND" (1' MIN.) EXISTING AC PAVEMENT PER DETAIL ON SHEET 2 SCALE: 1"=20' SHEET CITY OF BEAUMONT, CALIFORNIA Date: STREET IMPROVEMENT PLAN 2 ALLEY WAY REHABILITATION 1/14/20 (9TH STREET TO 10TH STREET) OF 2 SHEETS 1/14/20 STA. 10+00.00 TO STA. 15+60.19 FILE NO: DEMOLITION AND STREET PLAN

CITY OF BEAUMONT

550E. 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526

FOR:

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

<u>19/20 STREET CIP PROGRAM</u> CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

- 1. Specifications- Sheets 7 & 11 shall be replaced by the attached sheets to correct project name and working days.
 - a. Project name is 19/20 Street CIP Program
 - b. Contract time is 90 working days
- 2. Specifications- Sheets 12 through 21, and technical provisions for project I & II shall be replaced by the attached sheets to support the change from 5" RHMA to 3" conventional paving with a 2" RHMA cap.
- 3. Project I Alternative Bid Item X was revised to reflect "Section 30-2".

Dated: January 28, 2020 By:

Robert L. Vestal, Principal Engineer

By:

(Bidder's Company Name)

Date Received by Bidder:

(Bidder's Signature)

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

<u>19/20 STREET CIP PROGRAM</u> CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

- 1. Specifications- Sheets 12 through 21- replaced XX on Alley project with values for ac pavement.
- 2. Specifications- Sheets 12 through 21- revised "Remove Asphalt Concrete surfacing" to "Remove Asphalt Concrete surfacing to subgrade".
- 3. Alley Plans- added sidewalk connection at 9th street
- 4. Included design soils report (for reference only)

Dated: February 4, 2020 By:

Robert L. Vestal, Principal Engineer

By:

(Bidder's Company Name)

Date Received by Bidder:

(Bidder's Signature)

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

CITY OF BEAUMONT

ADDENDUM NO. 3

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

<u>19/20 STREET CIP PROGRAM</u> CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

Specifications- Sheet 25, Bid Bond: corrected project name. Bid Bod is for entire program

 Project name is 19/20 Street CIP Program

Dated:	February 11, 2020
By:	1/h hr
5	Kobert L. Nestal, Principal Engineer

By:

(Bidder's Company Name)

Date Received by Bidder:

(Bidder's Signature)

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

BID BOND

The makers of this bond are,

, as Principal, and ______, as Surety and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS (OBLIGATION IS SUCH th	nat whereas the	Principal has submitted
the accompanying bid dated	, 20, f	for 19/20 Street	CIP Program.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20___, the name and corporate seal of each corporation.

(Corporate Seal)	Principal
	Thiopar
	Ву
	Title
(Corporate Seal)	Surety
	By
	Attorney-in-Fact
(Attach Attorney-in-Fact Certificate)	Title