



BID DOCUMENTS FOR

**BUNDY CANYON ROAD REHAB PROJECT  
& SLURRY SEAL PROJECT  
CIP 057-3/058-3**

City of Wildomar  
Department of Public Works  
23873 Clinton Keith Road, Suite 201  
Wildomar, CA 92595  
(951) 677-7751

**Bids Due: 3:00 PM on Thursday, January 15, 2026**

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

**Questions and inquiries may be submitted in writing via  
e-mail until 3:00 pm on Thursday January 8, 2026 to:**

Terri Abercrombie  
Senior Management Analyst  
[tabercrombie@wildomar.gov](mailto:tabercrombie@wildomar.gov)

All responses will be made available to all bidders

# Table of Contents

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

PART II. Bond Accompanying Bid .....	15
PART III. Non-Collusion Affidavit.....	15
PART IV. Experience/Qualifications .....	15
PART V. Designation of Subcontractors .....	15
PART VI. Insurance Requirements .....	16
PART VII. Project Inspection .....	16
PART VIII. Bond Requirements .....	16
PART IX. Completion .....	16
PART X. Addenda .....	16
Section B. Bid Proposal Form .....	17
Section C. Bid Schedule.....	19
Section D. Bidder's Bond .....	23
Section E. Non-Collusion Affidavit.....	24
Section F. Experience/Qualifications Statement .....	25
Section G. Designation of Subcontractors .....	26
<b>Part III – Agreement for Construction Services .....</b>	<b>27</b>
<b>Part IV – Technical Specifications.....</b>	<b>56</b>
STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.....	57
<b>Part V – Appendices .....</b>	<b>97</b>
Appendix A. Slurry Seal Exhibits.....	98
Appendix B. Citywide Digout Repair Locations .....	99
Appendix C. Standard Plans .....	100

# **PART I – BIDDING REQUIREMENTS**



## **Section A. Invitation to Bid**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received at the office of the City Clerk, located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595 until **3:00 pm** local time on **Thursday, January 15, 2026**, for furnishing all labor, material, tax, transportation, equipment, and services necessary for the:

### **BUNDY CANYON ROAD REHAB PROJECT & SLURRY SEAL PROJECT (CIP 057-3/058-3)**

Bids received after **3:00 pm** local time on **Thursday, January 15, 2026**, shall be returned unopened. Bids will be opened and tabulated immediately after the time bids are due in the City Council Chambers located at 23873 Clinton Keith Rd., Suite 106, Wildomar, California, 92595.

Bids will be opened and tabulated immediately after the time bids are due in the City Council Chambers located at 23873 Clinton Keith Rd., Suite 106, Wildomar, California, 92595. Bidders, their representatives and other interested parties are invited to watch the bid opening in-person.

Questions and inquires may be submitted in writing via e-mail until 3:00 pm on Thursday, January 8, 2026 to Terri Abercrombie, Senior Management Analyst at [tabercrombie@wildomar.gov](mailto:tabercrombie@wildomar.gov). All responses will be made available to all bidders.

- **Description of Work**

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

**Removal of existing asphalt concrete pavement, AC repairs to 3" total depth, Construct 6" AC Dike, Perform Crack Seal, Asphalt surfacing, ARHM surfacing, Type I and Type II PME-RAP Slurry, Reinstall pavement markings, striping, signage and traffic loops, Adjust utility manholes and valves to grade, Construct 6' Wide Swale, Traffic Control, Construction Survey, and all items not mentioned but indicated in the Plans, Specifications, and the Technical Specifications within the Contract Documents.**

**The Bidding Documents include:**

1. Base Bid – Schedule A: Bundy Canyon Road, Citywide Dig Out Repairs and Slurry Seal
2. Additive Bid – Schedule B: Almond Street (South) - Bundy Canyon Road to CDS
3. Additive Bid – Schedule C: Slurry Seal Exhibit G and Exhibit H

- **Obtaining Contract Documents**

Plans, specifications and other contract documents may be examined and/or obtained at the Department of Public Works, located at 23873 Clinton Keith Road, Suite 201, Wildomar, California, 92595. A copy of bid documents may be obtained electronically (PDF format) at the City website (<https://www.wildomar.gov/223/RFPs-RFQs>) or at City Hall for **\$50.00**. The amount of the payment is non-refundable.

- **Submission of Proposals**

All proposals must be submitted not later than the time prescribed. The bidder is wholly responsible to see that the bid is submitted at the time and place designated for the opening of

bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening bids. Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the contract documents.

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

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

- **Proposal Guarantee**

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

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

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

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

- **Construction License**

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

- **Award**

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

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

The City reserves the right to award Base Bid only or with Additive Bids.

- **Rejection of Bids**

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

- **Disqualification of Bidder**

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

- **Relief of Bidder**

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

- **Prevailing Wages**

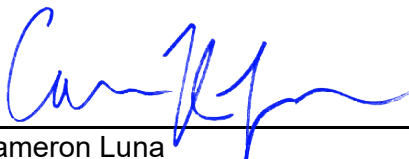
Bidders are hereby notified that the California Department of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to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

- **Bonds**

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

Date: December 23, 2025

By:

  
Cameron Luna  
Project Manager, Associate Engineer

## **Section B.**

### **Instruction to Bidders**

- **Introduction**

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

- **Local Conditions**

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

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

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

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

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

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

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

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

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

- **Form of Bid and Signature**

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

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

- **Submission of Bids**

(a) All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed contract documents. Each Bid must be

submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the bidder and name of the project. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

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

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

- **Preparation of Bid**

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

- **Bid Security**

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

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

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

- **List of Subcontractors**

(a) Each bidder shall set forth in his Bid on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:

(1) The name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specifically fabricates and installs a portion of the work or improvement

according to the Contract Documents, in any amount in excess of one half of one percent (0.5%) of the prime Contractor's total Bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

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

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

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

- **Interpretation of Contract Documents**

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

- **Modification of Bids**

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

- **Withdrawals of Bids**

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

- **Discrepancies**

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

- **Servicing and Maintenance**

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

- **Disqualification of Bidders**

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

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

- **Award of Contract (Agreement)**

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

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

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form set forth in Part II, Section F, below, require a bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the bidder (including the bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

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

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



- **Contract Bonds**

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

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

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

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

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

- **Substitution of Securities for Monies Withheld**

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

- **Execution of Contract**

The successful bidder will be notified in writing by the City of the award of the Contract within sixty (60) days after opening of Bids. Accompanying the City's Notice of Award will be the Contract, in triplicate, which the successful bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate (see "Insurance" Section and Exhibit "B" of the Sample Contract Agreement found in Part III of these Bid Documents), to the City within ten (10) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the City will sustain by reason of such failure. The City will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully

executed copy of the Contract. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible bidder, and, in the event that bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible bidder, etc. The successful bidder shall also submit within ten (10) working days of the Notice of Award all material specifications and other project submittals to the City. A Notice to Proceed with the work shall be issued after approval of all submittals.

- **Return of Bid Securities**

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

- **Power of Attorney**

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

- **Time of Completion**

The time of completion of the work to be performed hereunder is the essence of this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the Agreement for Construction Services. The time allowed for the completion of the work is **Fifty (50) Working Days**.

- **Licensing Requirements for Contractors**

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

- **Prevailing Wages**

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

- **Escrow of Bid Documents**

Upon award of the job to the successful bidder, and at the time of execution of this Contract, Contractor shall present all documentation used by the successful bidder in arriving at the bid upon which the Contract was awarded ("Bid Documentation") to the City Engineer's office. Such documentation shall be presented in a sealed envelope or box. Notice to Proceed will not be granted until City receives notice that such documentation has been received. This Bid

Documentation shall include, but not be limited to any documents, pictures, or writings which relate to, arise out of, or constitute in any way notes, memoranda, phone logs, subcontractor and materialmen estimates, computations, or the like used by, complied by, or drafted by the successful bidder or its agents in arriving at its bid for the Project.

- **Preconstruction Conference**

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

## **Part II – Bidding Documents**

## **Section A. Bidder's Checklist**

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

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

## **PART I. Bid Schedule and Bid Form**

### **Bid Schedule**

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

### **Bid Form**

To be filled in and signed by the bidder.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## **PART II. Bond Accompanying Bid**

This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## **PART III. Non-Collusion Affidavit**

A Non-Collusion Affidavit must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## **PART IV. Experience/Qualifications**

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## **PART V. Designation of Subcontractors**

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## PART VI. Insurance Requirements

Part III, Section 22 of the Agreement for Construction Services, for this project have been read and understood.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## PART VII. Project Inspection

The bidder certifies that they have toured the project site and is familiar with the work involved.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## PART VIII. Bond Requirements

The bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount will be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount will also be required.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## PART IX. Completion

The City makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## PART X. Addenda

The bidder acknowledges that they must sign and attach any applicable addenda to the bid proposal.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## Section B. Bid Proposal Form

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the project entitled **BUNDY CANYON ROAD REHAB PROJECT & SLURRY SEAL PROJECT (CIP 057-3/058-3)** in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Wildomar prior to the opening of the bid proposals, if any, now on file at the office of the City Clerk located at 23873 Clinton Keith Road, Suite 110, Wildomar, California, 92595. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete said work, including State of California and local sales or use taxes, license or permit fees, if any.

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

If awarded the Contract, the bidder expressly agrees to begin work not later than fifteen (15) days after being notified in writing by the City Engineer to commence work on the project. The Bidder further agrees to complete all work required under the Contract within **Fifty (50) Working Days**, as that term is defined in Section 4 of the Agreement, upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

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

As provided in the Bidder's Checklist, enclosed is a ( ) cash deposit, ( ) cashier's check, ( ) surety bid bond (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is \_\_\_\_\_ in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Wildomar.



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

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

All bidders shall complete all of the following:

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidder's Name (Printed): \_\_\_\_\_

Bidders Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's License Classification: \_\_\_\_\_

Contractor's License Exp. Date: \_\_\_\_\_

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

## Section C. Bid Schedule

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

<b>Base Bid Schedule "A" – Bundy Canyon Road, Citywide Dig Out Repairs and Slurry Seal</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization, Demobilization, Bonds, Insurance and Miscellaneous	LS	1		
2	Traffic Control System	LS	1		
3	Water Pollution Control Program	LS	1		
4	Construction Survey	LS	1		
5	Install Signing and Striping	LS	1		
6	Grind (Cold-Mill) Existing Asphalt Concrete (1.5" Min.)	SF	440,651		
7	Grind (Cold-Mill) Existing Asphalt Concrete (3" Min.)	SF	241,359		
8	Construct 1.5" ARHM Overlay. (STA 10+00 to STA 70+00)	TON	3,498		
9	Construct 1.5" AC Overlay (STA 112+88 to STA 243+00)	TON	3,537		
10	Construct 1.5" Asphalt Concrete Base Pavement	TON	2,406		
11	Remove and Replace Asphalt Concrete Pavement and/or Subgrade to 3" Total Depth (Bundy Canyon Road)	SF	12,852		
12	Construct 6' Wide Drainage Swale as Shown on Plans. Contractor to Grade to Drain.	LF	1,275		
13	Replace Existing Traffic Signal Loops to Match Existing	EA	31		

Base Bid Schedule "A" – Bundy Canyon Road, Citywide Dig Out Repairs and Slurry Seal					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
14	Adjust Existing Water/Gas Valve to Grade	EA	59		
15	Adjust Existing Manhole to Grade	EA	21		
16	Construct 6" AC HMA Dike Per County of Riverside Standard No. 212 and Backfill 4' From Top of Curb	LF	510		
17	Apply Type I PME-RAP Slurry Seal (85,000 SQFT) - SEE APPENDIX A	TON	57		
18	Apply Type II PME-RAP Slurry Seal (1,876,955 SQFT) - SEE APPENDIX A	TON	1,550		
19	Remove And Replace Asphalt Concrete Pavement and/or Subgrade To 3" Total Depth (Citywide) - SEE APPENDIX B	SF	12,776		
Total In Figures:					

**TOTAL BID PRICE "SCHEDULE A" IN WORDS:**

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Additive Bid Schedule “B” - Almond Street (South) - Bundy Canyon Road to CDS					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Traffic Control System	LS	1		
2	Construction Survey	LS	1		
3	Grind (Cold-Mill) Existing Asphalt Concrete (1.5" Min.)	SF	8,182		
4	Construct 1.5” ARHM Overlay	TON	82		
5	Signing and Striping	LS	1		
Total In Figures:					

**TOTAL BID PRICE “ADDITIVE SCHEDULE B” IN WORDS:**

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Additive Bid Schedule “C” – Slurry Seal Exhibit G and Exhibit H					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Traffic Control System	LS	1		
2	Water Pollution Control Program	LS	1		
3	Apply Type II PME-RAP Slurry Seal (389,222 SQFT) - SEE APPENDIX A	TON	330		
4	Traffic Signing and Striping	LS	1		
Total In Figures:					

**TOTAL BID PRICE “ADDITIVE SCHEDULE C” IN WORDS:**

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**TOTAL BID PRICE SCHEDULE A + SCHEDULE B + SCHEDULE C IN FIGURES:**

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**TOTAL BID PRICE SCHEDULE A + SCHEDULE B + SCHEDULE C IN WORDS:**

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NOTE: The award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid. The lowest responsive bid shall be determined by the **TOTAL BID PRICE for SCHEDULE A only**, as calculated from Unit Prices.

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_  
(Same Signature as on Proposal)

Bidders Name (Printed): \_\_\_\_\_

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Section D. Bidder's Bond

We \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the City of Wildomar, hereafter referred to as "Oblige", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Oblige for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

### THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Oblige, for \_\_\_\_\_

---

*(Copy here the exact description of work, including location, as it appears on the proposal)*

for which bids are to be opened at \_\_\_\_\_  
*(Insert place where bids will be opened)*  
\_\_\_\_\_ on \_\_\_\_\_

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Oblige, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_, 2026

By \_\_\_\_\_ \*By \_\_\_\_\_  
Principal Surety

Business Address \_\_\_\_\_ Business Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026 before me, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_

*Attorney-in-Fact*  
known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of \_\_\_\_\_, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

\_\_\_\_\_  
*Notary Public*

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

STATE OF CALIFORNIA )  
 )

I, the undersigned, an authorized representative of \_\_\_\_\_, being first duly sworn, deposes and says that the forgoing 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 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.

Date: \_\_\_\_\_

this      day of      , 2026.

24

**Section F.**  
**Experience/Qualifications Statement**

The bidder has been engaged in the contracting business under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

List all California construction or other professional license numbers, classifications and expiration dates held by your firm:

License Number	Classification	Expiration Date
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List your firm's DIR Public Works Contractor (PWCR) Registration Number(s), PWCR Number Entity Name, and Expiration Date

PWCR Number	Entity Name	Expiration Date
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If any of your firm's license(s) are held in the name of a corporation, limited liability company, or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

License Number	Qualifying Individual	Expiration Date
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## Experience/Qualifications Statement (continued)

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts are considered by Contractor to be comparable size and construction to the current and have been satisfactorily completed in the last five (5) years for the persons, firm or authority indicated, and to whom reference is made:

No.	Year	Type of Work	Owner/Agency for Whom Work was Performed	Original Awarded Contract Cost	Final Completed Contract Cost	Number of Contract Change Orders	
						Agency	
1						Contractor	
2						Agency	
						Contractor	
3						Agency	
						Contractor	
4						Agency	
						Contractor	
5						Agency	
						Contractor	

25 cont.

## Experience/Qualifications Statement (continued)

Provide the details requested below for each of the projects listed in the table above. Names and references must be current and verifiable. Only list projects your firm performed as the general contractor. Use separate sheets of paper that contain all of the following information:

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact (name, email, and current phone number): \_\_\_\_\_

Description of Project, Scope of Work Performed: \_\_\_\_\_

Total Value of Construction (including change orders): \_\_\_\_\_

Total Value of Construction Change Orders: \_\_\_\_\_

Date Construction Commenced: \_\_\_\_\_

Original Contractual Completion Deadline: \_\_\_\_\_

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: \_\_\_\_\_

Actual Date of Completion: \_\_\_\_\_

General Contractor's Project Manager (lead contact in office), if applicable: \_\_\_\_\_

General Contractor's Superintendent (lead contact on project site), if applicable: \_\_\_\_\_

### Experience/Qualifications Statement (continued)

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

Quantity	Equipment Name, Type and Capacity	Condition	Location

Contractor's Name (Printed): \_\_\_\_\_

Bidders Signature: \_\_\_\_\_

Bidders Name (Printed): \_\_\_\_\_  
(Same Signature as on Bid Proposal Form)

Bidders Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Section G. Designation of Subcontractors

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

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

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

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

## **Part III – Agreement for Construction Services**

# **PUBLIC WORKS CONTRACT**

This contract ("**Contract**") is effective as of \_\_\_\_\_, and is between the CITY OF WILDOMAR, a California municipal corporation ("**Owner**"), and \_\_\_\_\_, a [State] [corporation/limited liability company/partnership, etc.] ("**Contractor**"), collectively referred to as the "**Parties**" and individually a "**Party**."

**Recitals.** This Contract is entered into with respect to the following facts:

Owner received Contractor's Proposal for the Work involved [**ENTER NAME OF PROJECT**] Project ("**Project**"), which is more fully described in the Contract Documents.

Contractor represents and warrants that it is fully qualified to perform all of the Work required to complete the Project.

Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents.

The City Council has awarded the Contract to Contractor.

**Contract Documents.** This Contract consists of the following documents ("**Contract Documents**"), all of which are made a part of this Contract:

Contractor's Proposal (for reference purposes only)

Notice to Proceed

This Contract

Verification of California Contractor's License

Contractor's Certificate Regarding Workers' Compensation

Security for payment (labor and materials)

Security for performance

Certificate(s) of Insurance

Bid Documents (including attached plans and drawings)

Other documents (list here)

Exhibit A – Compensation

## Exhibit B – Insurance

### **The Work.**

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

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

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

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

### **Time to Perform the Work.**

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

Final Completion Date: Within 50 working days of date of Notice to Proceed.

Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor and not reasonably anticipated by the parties. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of Owner, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.

If Contractor is delayed by any cause beyond Contractor’s control, Owner may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify Owner in writing within 48 hours of the cause and identify the extent of the delay, how such delay interferes with Contractor’s performance of the Work, and the impact of the delay on the Project’s schedule’s critical path through the submission of a “**Time Impact Evaluation**” (TIE).

TIE Format and Contents. Each TIE must include a written narrative and a schedule diagram depicting how the delay or other impact affects other schedule activities. The schedule diagram must show how Contractor proposes to incorporate and mitigate the delay or other impact in the schedule and how it impacts the current schedule update critical path or otherwise. Contractor is also responsible for establishing time extensions

based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of the delay, including any impacted Work activities, to the scheduled critical path.

Contractor is responsible for all costs associated with preparing TIE's, and the process of incorporating TIE's into the current schedule update.

#### Liquidated Damage Amounts.

As liquidated damages for delay Contractor must pay Owner one thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Contractor to achieve Final Completion of the entire Work, until achieved.

#### Scope of Liquidated Damages.

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

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

### **Compensation and Payment.**

Subject to any limitations provided in the Contract Documents, Owner agrees to pay Contractor, as full consideration for the faithful performance and successful completion of all Work under the Contract Documents, including all labor, materials, equipment furnished in connection therewith, the compensation set forth in Exhibit A ("**Compensation**"), which is made a part of this Contract.

Contractor must furnish to Owner a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

Owner will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. Owner may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.



If Owner disputes any item on a Pay Estimate, Owner will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

Except as to any charges for the Work performed that Owner disputes and excluding the Owner's standard five-percent (5%) retention on all approved progress payments, Owner will cause Contractor to be paid within 30 days of the date of the Pay Estimate or the date that Contractor furnishes Owner with a release of all undisputed Contract amounts, whichever occurs later. If the Project is paid for in whole or in part with federal funds, progress payments made to Contractor will not be subject to the five-percent retention noted above.

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

### **Labor Code and Prevailing Wage Requirements.**

Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's Work per Labor Code section 1810. Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such Worker is required or permitted to Work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of Worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.

Contractor must post at the Work site, or if there is no regular Work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at Owner's main office and available to Contractor and any other interested party upon request.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all Workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to Owner for each Worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the Worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount

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

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's Work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public Works in apprenticeable occupations.

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

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

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

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

**Non-Discrimination.** Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section, and must include these non-discrimination provisions in all subcontracts for performance of the Work.

**General Legal Compliance.**

In performing the Work, Contractor must comply with all applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, OSHA requirements.

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law.

Contractor must maintain a valid California Contractor's License throughout the term of this Contract.

**Clayton and Cartwright Act Assignments.** In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Owner tenders final payment to Contractor, without further acknowledgement by the Parties.

**Independent Contractor.** Contractor is and will at all times remain as to Owner a wholly independent contractor. Neither Owner nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Owner.

**Indemnification.**

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

Contract by Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract, resulting from any cause whatsoever except for the sole negligence, active negligence, or willful misconduct of Owner (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

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

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

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

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

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

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

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

**Notice.**

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

To Owner: City of Wildomar  
23873 Clinton Keith Road, Suite 210  
Wildomar, CA 92595  
Attention: \_Cameron Luna  
Phone: (951) 677-7751 ext. 245  
Fax: (951) 698-1463  
Email: cluna@wildomar.gov

To Contractor: **[NAME]**  
**[ADDRESS]**  
**[CONTRACTOR REPRESENTATIVE]**  
**[PHONE / FAX NUMBERS]**  
**[EMAIL]**

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

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

**Owner Rights of Termination and to Complete the Work.**

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

Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

Contractor fails to complete the Work on time.

Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Contractor fails to supply enough properly skilled Workers or proper materials to complete the Work in the time specified.

Contractor fails to make prompt payment to any subcontractor or for material or labor.

Contractor breaches or fails to perform any obligation or duty under the Contract and such breach or failure remains uncorrected following Owner's notice to Contractor of the breach.

Upon the occurrence of a default by Contractor, Owner will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice of default, or makes satisfactory arrangements acceptable to Owner for the correction or elimination of such default, as determined by Owner, Owner may thereafter terminate this Contract by serving written notice termination on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, Owner will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give Owner written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, Owner may take over the Work and prosecute the same to completion by separate contract or by any other method Owner may deem advisable, at the sole cost and expense of Contractor. Contractor and the surety will be liable to Owner for any and all excess costs or other damages incurred by Owner in completing the Work.

If Owner takes over the Work as provided in this Section, Owner may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

If Owner takes over the Work, Owner may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by Owner in obtaining such materials, will be the responsibility of the Contractor.

Termination for Convenience. Owner may terminate performance of the Work under the Contract in accordance with this clause in whole, or from time to time in part, if Owner determines that termination is in Owner's best interest. Termination will be effected by Owner delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the effective date of the termination.

Contractor must comply with Owner's direction regarding the effective date of the termination, the extent of the termination, and must stop Work on the date and to the extent specified.

Contractor will be entitled to a total payment on account of the Contract Work so terminated, measured by (i.) the actual cost to Contractor for Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of Work performed, and (ii.) offset by payments made and other Contract credits. In connection with any such calculation; provided, however, Owner retains all rights and remedies under the Contract including, without limitation, claims, indemnities, setoffs/offsets, or back charges.

Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

**Project Documents.** All product/material data sheets, shop drawings, submittals, submittal logs, samples, invoices, purchase orders, operation and maintenance manuals and instructions, RFIs, RFI logs, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Owner. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Owner in its possession, but may retain copies of any of the Project Documents it may desire.

### **Change Orders and Claims**

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

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

### **Resolution of Construction Claims (PCC § 20104 and following)**

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

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

Separate Contractor claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this Section.

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

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

Claims Procedure under Public Contract Code § 20104 and following:

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

For claims of fifty thousand dollars (\$50,000) or less, Owner will respond in writing within 45 days of receipt of the claim, or Owner may request in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses or claims Owner may have against Contractor. If additional information is thereafter required, it must be requested and provided in accordance with this section upon mutual agreement of Owner and Contractor. Owner's written response to the claim, as further documented, must be submitted to Contractor within 15 days after receipt of further documentation or within a period of time no greater than taken by Contractor in producing the additional information, whichever is greater.

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

Meet and Confer: If Contractor disputes Owner's written response, or Owner fails to respond within the time prescribed above, Contractor must notify Owner, in writing, either within 15 days of receipt of Owner's response or within 15 days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within



30 days for settlement of the dispute. Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed will be tolled from the time Contractor submits its written claim as set forth in this section, until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

#### Claims Process under Public Contract Code § 9204:

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

The Contractor must furnish reasonable documentation to support the claim.

If Owner needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner will have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the claim will be processed and made within 60 days after Owner issues its written statement. If Owner fails to issue a written statement, subsection 17.6.3 above will apply.

If the Contractor disputes Owner's written response, or if Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute.

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

after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party will select a mediator and those mediators will select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party will bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute will be subject to applicable procedures outside this section.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized must conform to the timeframes in this section.

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

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

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

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

### **General Provisions.**

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

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

**Third Party Beneficiaries.** Contractor's subcontractor must agree to be bound to the terms of the Contract Documents to the extent of their scope of Work, including but not limited to, terms regarding indemnity and dispute resolution, and must agree that Owner is deemed an express third party beneficiary of their subcontracts. Nothing in this Contract, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Contract.

**Binding Effect.** This Contract is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

**Integrated Contract.** This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Owner prior to the execution of this Contract.

**Modification of Contract.** No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of Owner or Owner Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

**Audit/Inspection Of Records.** Contractor shall maintain all documents and records prepared by or furnished to Contractor during the course of performing the Work for at least three (3) years following completion of the Work. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records and job cost reports/data documenting all labor, materials, equipment and Work furnished under this Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from any such records, and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after Owner makes the final or last payment or within three (3) years after any pending issues and disputes between Owner and Contractor regarding this Contract Agreement are resolved, whichever is later.

**Counterparts, Electronic Signatures.** This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. This Contract and any amendments will be considered executed when the signature of a party is delivered by electronic transmission. Such electronic signature will have the same effect as an original signature.

**Waiver.** Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Owner of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

Governing Law and Venue. This Contract shall be deemed to have been executed in the City where the Project is located. Enforcement of this Agreement shall be governed by the laws of the State where the Project is located, excluding its conflict of laws rules. In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.

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

**OWNER: CITY OF WILDOMAR**

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Chris Mann, City Manager

ATTEST:

---

Janet Morales, City Clerk

**APPROVED AS TO FORM**

---

Thomas D. Jex, City Attorney

**CONTRACTOR: [NAME]**

(If not an individual, two signatures are required)

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Name and Title

---

Name and Title

**EXHIBIT A**

**COMPENSATION**

The total compensation under this Contract may not exceed:

**The sum of** \_\_\_\_\_.

## **EXHIBIT B**

### **INSURANCE**

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

<u>Type of Insurance</u>	<u>Per Occurrence Limits (combined single)</u>
Commercial General Liability	\$4,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Pollution Liability Insurance	As stated below

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

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

#### **Additional Insured**

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

#### **Primary Insurance**

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its

officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Coverage must be applicable to Owner for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

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

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Public liability;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by Owner. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.

5. **Pollution Liability Insurance.** Pollution/Environmental Impairment Liability Insurance must be written on a Contractor's Pollution Liability form or other form acceptable to Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit must be no less than \$3,000,000 per claim and in the aggregate. All activities contemplated in this Contract must be specifically scheduled on the policy as "covered operations." The policy must provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

6. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by Owner. Owner reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, Owner and Contractor may renegotiate Contractor's compensation.

7. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Owner's Risk Manager or General Counsel.
8. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to Owner for injury to employees of Contractor, its subcontractors or others performing Work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of Owner following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
9. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the Owner Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by Owner. Such Certificates of Insurance and Endorsements must be in a form approved by Owner's legal counsel. Contractor must maintain current certificates and endorsements on file with Owner during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to Owner.
10. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, Owner may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.
11. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
12. **Higher Limits of Insurance.** If the contractor maintains broader coverage and/or higher limits than the minimums shown above for all policies, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.



13. **Waiver of Subrogation.** Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

## **VERIFICATION OF CALIFORNIA**

### **CONTRACTOR'S LICENSE**

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

California Contractor's License:

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License Number	Class	Expiration Date
----------------	-------	-----------------

---

CONTRACTOR (PRINT OR TYPE)

---

Date

---

Signature

(Public Contract Code § 6100)

**CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**

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

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **PERFORMANCE BOND**

On \_\_\_\_\_, the City of Wildomar, a California municipal corporation ("OWNER"), awarded a contract ("Contract") to \_\_\_\_\_ ("CONTRACTOR" or "PRINCIPAL"), for the Work ("Work") identified as \_\_\_\_\_

The Contract and related documents ("Contract Documents") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto OWNER, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by OWNER under the terms of the Contract, PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

### **BOND CONDITIONS**

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

the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by OWNER in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

**\* ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

**\*\* Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

**\*\*\* Corporations must affix corporate seal.**

## **PAYMENT BOND**

On \_\_\_\_\_, the City of Wildomar, a California municipal corporation (**"OWNER"**), awarded a contract (**"Contract"**) to \_\_\_\_\_ (**"CONTRACTOR"** or **"PRINCIPAL"**), for the Work (**"Work"**) identified as \_\_\_\_\_

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety (**"SURETY"**), are held and firmly bound unto OWNER in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

### **BOND CONDITIONS**

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

the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.

6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:

A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and

B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature



SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

**\* ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

**\*\* Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**

**\*\*\* Corporations must affix corporate seal.**

## **Part IV – Technical Specifications**

# **CITY OF WILDOMAR**

## **STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS**

### ***BUNDY CANYON ROAD REHAB PROJECT AND SLURRY SEAL PROJECT, CIP 057-3/058-3***

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

- A. 2024 Edition of the Standard Specification for Public Works Construction, Parts 1 - 8 (Greenbook) and its supplements.
- B. Greenbook additions and modifications as indicated below
- C. Bid Item Special Provisions

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

#### **PART 1 GENERAL PROVISIONS**

##### **SECTION 1 – GENERAL**

###### **Section 1-1 General**

###### **Section 1-2 Terms and Definitions**

Add: Caltrans Standard Specifications – The 2023 State of California, California State Transportation Agency, Department of Transportation “Standard Specifications”, inclusive of all current revisions, amendments, and standard special provisions, unless otherwise stated.

###### **Section 1-3 Abbreviations**

###### **Section 1-4 Units of Measure**

###### **Section 1-5 Symbols**

###### **Section 1-6 Bidding and Submission of the Bid**

###### **Section 1-7 Award and Execution of the Contract**

##### **SECTION 2 – SCOPE OF THE WORK**

###### **Section 2-1 Work to Be Done**

###### **Section 2-2 Permits**

###### **Section 2-3 Right of Way**

###### **Section 2-4 Cooperation and Collateral Work**

###### **Section 2-5 The Contractor’s Equipment and Facilities**

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

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

approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

**Section 2-6 Changes Requested by the Contractor**

**Section 2-7 Changes Initiated by the Agency**

**Section 2-8 Extra Work**

**Section 2-9 Changed Conditions**

**Section 2-10 Disputed Work**

**SECTION 3 – CONTROL OF THE WORK**

**Section 3-1 Assignment**

**Section 3-2 Self-Performance**

**Section 3-3 Subcontractors**

**Section 3-4 Authority of the Board and the Engineer**

**Section 3-5 Inspection**

**Section 3-6 The Contractor's Representative**

**Section 3-7 Contract Documents**

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

**Section 3-8 Submittals**

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

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

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

**Section 3-9 Subsurface Data**

**Section 3-10 Surveying**

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

**Section 3-11 Contract Information Signs**

Contractor Shall provide and install Project Signs 96" x 48" facing each direction of traffic.

**Section 3-12 Work Site Maintenance**

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

3-12.6 Water Pollution Control – Add:

As part of the Contractor's Water Pollution Control Program, the Contractor shall submit a Water Pollution Control Drawing (WPCD)/Construction Runoff Management Plan (CRMP) per Section 6.3 of the City's Jurisdictional Runoff Management Plan (JRMP), for review and acceptance. The City's JRMP can be accessed on the City's website. The Contractor shall revise the WPCD/CRMP, as directed by the Engineer, and construction shall not begin until the WPCD/CRMP has been accepted by the Engineer. Unless otherwise stated in the Special Provisions, the WPCD/CRMP shall be prepared and signed/stamped by a Civil Engineer or a Qualified SWPPP Developer (QSD) licensed in the State of California. For projects which disturb one (1) or more acres of soil, the Contractor shall be responsible to obtain coverage under the State Water Resources Control Board's (Water Board) Construction General Permit Order 2009-0009-DWQ (Permit). The Contractor shall be responsible for all items required to obtain coverage

under the Water Board's Permit including, but not limited to, preparing a Stormwater Pollution Prevention Plan (SWPPP), obtaining a Waste Discharge Identification (WDID) Number, and hiring a Qualified SWPPP Developer (QSD) and Practitioner (QSP). Prior to submittal of the SWPPP to the Water Board, the Contractor shall first submit the SWPPP to the Engineer for review and approval. In such cases, the SWPPP shall satisfy the requirement for a WPCD/CRMP. The Contractor shall also be responsible for compliance with all Water Board's Permit requirements and shall be responsible for all reporting required by the Water Board's Permit including, but not limited to, Annual Reports and Notices of Termination. The Contractor shall be responsible to implement all aspects of the WPCD/CRMP/SWPPP for the duration of the project and shall at all times have personnel on-site experienced and qualified in implementing the required stormwater pollution prevention Best Management Practices (BMPs). The project shall be subject to regular City Stormwater Compliance inspections as specified in the City's JRMP. The Contractor shall address all deficiencies and corrections noted by the City compliance inspections in a prompt manner. If the project is delayed due to weather, the Contractor shall protect the project as specified in the Contractor's WPCD/CRMP/SWPPP and to the satisfaction of the Engineer and the Contractor shall be responsible for continued maintenance of BMPs at all times, even when construction is inactive, until a Notice of Completion for the project has been issued by the City. The contract Lump Sum price paid for Water Pollution Control Program shall include full compensation for mobilization, obtaining Water Board Permit coverage and compliance and reporting related to said Permit, performing all work items as contained in the SWPPP/WPCD/CRMP, responding to and addressing City inspections, and conforming to the requirements of this section and no additional compensation will be allowed therefore. Total payment may be reduced, as determined by the Engineer, for lack of prompt compliance with City inspections and correction notices. No payment shall be made for the Contractor's delays or activities required due to lack of compliance with this section and no payment shall be made for any fines incurred due to lack of compliance with this section.

### **Section 3-13 Completion, Acceptance, and Warranty**

## **SECTION 4 – CONTROL OF MATERIALS**

### **Section 4-1 General**

### **Section 4-2 Protection**

### **Section 4-3 Inspection**

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

### **Section 4-4 Testing**

### **Section 4-5 Certificate of Compliance**

### **Section 4-6 Trade Names**

### **Section 4-7 Weighing Equipment**

### **Section 4-8 Calibration of Testing Equipment**

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### **Section 5-1 Laws and Regulations**

### **Section 5-2 Special Notices**

Add the following to this Section:

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

at least two (2) weeks prior to construction.

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

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

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

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

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

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

#### **Section 5-3 Labor**

#### **Section 5-4 Insurance**

Insurance requirements in this Section shall be replaced with the insurance requirements contained in the Contract Agreement for the project.

#### **Section 5-5 Antitrust Claims**

#### **Section 5-6 Patent Fees or Royalties**

#### **Section 5-7 Safety**

In addition to compliance with this Section the Contractor shall:

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

the Engineer for the entire project. Solar powered flashing arrow boards will be required for all lane closures and may be required for other traffic control. The Contractor shall provide larger flexible roll-up traffic control signs at no additional cost, if required by the Engineer. In addition to providing and maintaining delineation, the Contractor shall be responsible for the project safety on a 24-hour basis.

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

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

## **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

### **Section 6-1 – Construction Schedule and Commencement of the work**

### **Section 6-2 – Prosecution of the Work**

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

### **Section 6-3 – Time of Completion**

### **Section 6-4 – Delays and Extensions of Time**

### **Section 6-5 – Use of Improvement During Construction**

### **Section 6-6 – Suspension of the Work**

### **Section 6-7 – Termination of the Contract for Default**

### **Section 6-8 – Termination of the Contract for Convenience**

### **Section 6-9 – Liquidated Damages**

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

## **SECTION 7 – MEASUREMENT AND PAYMENT**

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

### **Section 7-2 – Lump Sum Work**

### **Section 7-3 – Payment**

#### **7-3.3 – Delivered Materials**

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

### **Section 7-4 – Payment for Extra Work**

**7-4.3.1 – Work by Contractor**

The allowance for overhead and profit to be added to the Contractors costs shall be 12%.

**7-4.3.2 – Work by Subcontractor**

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

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

**SECTION 8 – FACILITIES FOR AGENCY PERSONNEL**

**Section 8-1 – General**

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

**Section 8-2 – Field Office Facilities**

**Section 8-3 – Field Laboratories**

**Section 8-4 – Bathhouse Facilities**

**Section 8-5 – Removal of Facilities**

**Section 8-6 – Basis of Payment**

**PART 2**

**CONSTRUCTION MATERIALS**

**SECTION 200 – Rock Materials**

**SECTION 201 – Concrete, Mortar and Related Materials**

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

**SECTION 202 – Masonry Materials**

**SECTION 203 – Bituminous Materials**

**SECTION 204 – Lumber and Treatment with Preservatives**

**SECTION 205 – Piles**

**SECTION 206 – Miscellaneous Metal Items**

**SECTION 207 – Gravity Pipe**

**SECTION 208 – Pipe Joint Types and Materials**

**SECTION 209 – Pressure Pipe**

**SECTION 210 – Paint and Protective Coatings**

**SECTION 211 – Material Tests**

**SECTION 212 – Water and Sewer System Valves and Appurtenances**

**SECTION 213 – Engineering Geosynthetics**

**SECTION 214 – Traffic Striping, Curb and Pavement Markings, and Pavement Markers**

**SECTION 215 – Precast Reinforced Concrete Manholes (PRCMH)**

**SECTION 216 – Precast Reinforced Concrete Box**

**SECTION 217 – Bedding and Backfill Materials**

**PART 3**

**CONSTRUCTION METHODS**

**SECTION 300 – Earthwork**

**SECTION 301 – Subgrade**

**SECTION 302 – Roadway Surfacing**

**Section 302-2.3 Equipment**

Add 2.3.1 General - The asphalt paving machine shall be equipped with a fully-automatic screed control system. The system shall be either a contact (skid) or non-contact (sonic



averaging) system. The skid shall be mounted on the side of the spreading and finishing machine which will receive the next mat of material, and placed in contact with the pavement surface. The sonic averaging system shall have a ski mounted on the side of the paving machine which will receive the next mat of material. The automatic screed control system shall be in operation during placement of all courses unless otherwise approved by the Engineer.

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

**SECTION 303 – Concrete and Masonry Construction**

**SECTION 304 – Metal Fabrication and Construction**

**SECTION 305 – Pile Driving and Timber construction**

**SECTION 306 – Open Trench and Conduit Construction**

**SECTION 307 – Jacking and Tunneling**

**SECTION 308 – Microtunneling**

**SECTION 309 – Monuments**

**SECTION 310 – Painting**

**SECTION 311 – Special Protective Materials**

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

**PART 4**

**EXISTING IMPROVEMENTS**

**SECTION 400 – Protection and Restoration**

**Section 400-1 General**

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

Prior to construction, the Contractor is encouraged to document, in writing and by photograph, any damage to existing improvements within the right of way or adjacent private improvements within the project area. In the event there are mature trees adjacent to the work area, the tree canopy may extend over the construction area. It is the responsibility of the Contractor to conduct construction operations around said tree canopy

such that the work is accomplished without damaging or injuring tree or tree limbs in any way.

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

#### **SECTION 401 – Removals**

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

#### **SECTION 402 – Utilities**

##### **Section 402-1 Location**

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

##### **Section 402-4 Relocations**

##### **Section 402-5 Delays Due to Utility Conflicts**

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

#### **SECTION 403 – Manhole Adjustment and Reconstruction**

#### **SECTION 404 – Cold Milling**

#### **SECTION 405 – Micro-Milling**

### **PART 5**

#### **PIPELINE SYSTEM REHABILITATION**

##### **SECTION 500 – Pipeline Rehabilitation**

##### **SECTION 501 – Service Lateral Connection Sealing**

##### **SECTION 502 – Manhole and Structure Rehabilitation**

### **PART 6**

#### **TEMPORARY TRAFFIC CONTROL**

##### **SECTION 600 – Access**

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

**PART 7**

**STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

**SECTION 700 – Materials**

**SECTION 701 – Construction**

**PART 8**

**LANDSCAPING AND IRRIGATION**

**SECTION 800 – Materials**

**SECTION 801 – Installation**

## **BID ITEM SPECIAL PROVISIONS**

### **BID SCHEDULE A, B, and C**

All work shall be performed in accordance with these Technical Specifications. Components of the work not addressed by these Technical Specifications shall be performed in accordance with the Standard Specifications for Public Works Construction (Greenbook 2024), or with the State Standard Specifications for components of work not addressed in the City of Wildomar Standard Construction Specifications.

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

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

### **MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE, AND MISCELLANEOUS**

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

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

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

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

Contractor shall confine his operations and work area to the street right-of-way. Unless the Plan shows otherwise, no encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor.

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

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

Utility Coordination – Contractor is advised that the Project may require adjustments to utility facilities including but not limited to, water and gas valves, pull boxes, manholes, clean outs, etc. Contractor to coordinate adjustments to utility facilities prior to beginning work.

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

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

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

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

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

Unless otherwise specified in the General Provisions, payment for Mobilization shall include

compliance to and furnishing all equipment set forth in the General Provisions.

### **Public Notification**

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

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

- General information
- Traffic delays and alternate routes
- Driveway closures
- Water service interruptions
- Adjustment of utilities
- Waste pick up

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

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

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

**72-Hour Notifications** - The Contractor is responsible for delivering door hangers (or Contractor's equivalent form approved by the Engineer) **PRIOR** to construction operations. Notification will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns. 72-Hour Notifications to affected residents and businesses shall be delivered a minimum of 72-hours prior to operations.

If operations have been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with

similar notifications, as listed above, a minimum of two (2) working days prior to the start of the work. See also "Traffic Control System" section regarding sign changes.

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

### **Other Information**

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

**For Bundy Canyon Road**, The signs shall meet the following requirements:

1. Signs shall be similar to standard construction warning signs, metal, minimum 96" x 48"
2. White background, black border, with black lettering. Text shall include CITY OF WILDOMAR, PROJECT NAME, CIP PROJECT #, Wildomar City Council listed by name, and any other requirements as directed by the Engineer.
3. Include City of Wildomar Logo, SB1 Logo, and Measure AA logo on the sign.
4. Include the statement 'PROJECT MADE POSSIBLE BY SB1 – THE ROAD REPAIR AND ACCOUNTIBILITY ACT OF 2017 AND WILDOMAR MEASURE AA'.
5. Receive approval from the Engineer before fabrication and Installation
6. Installed signs facing on-coming traffic, on standard metal traffic sign posts in concrete, asphalt concrete or soil as necessary.

**For Slurry Seal Streets**, due to the fast nature of slurry seal operations, it is not considered practical or effective to place Informational Signs at Slurry Seal Streets. In-lieu of informational signs, the Contractor shall include funding source information and funding source logos on notices sent to residents impacted by slurry seal operations.

Notices shall, in the footer of the document:

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

### **Measurement and Payment**

Full compensation for compliance with the provisions specified and referred to hereinabove shall be considered as included in the contract LUMP SUM price bid for MOBILIZATION, DEMOBILIZATION, BONDS, INSURANCE, AND MISCELLANEOUS. No additional compensation will be allowed therefore. Unless otherwise specified in the General Provisions, payment for Mobilization shall include compliance to and furnishing all equipment set forth in the General Provisions.

Payment for Mobilization/Demobilization shall be considered full compensation for obtaining all bonding, insurance, business licenses and permits, including the City of Menifee and Caltrans if applicable, as required for entire project, from all related agencies including but not limited to utility companies, the City of Wildomar, private and public agencies. The compensation shall include

the compliance with the requirements specified in those licenses and permits; including furnishing a crew to pothole at the direction of the Engineer; payment of all required fees; all labor, tools, equipment, personnel, materials, and incidentals necessary to perform all related items of work. No additional compensation shall be allowed.

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

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

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

## **TRAFFIC CONTROL SYSTEM**

Attention is directed to Section 6, "Public Safety," of the State Standard Construction Specifications, Section 5-7 "Safety" of the Greenbook and these Special Provisions. The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the approaches to the project.

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

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

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

Any locations yielding a situation that is not considered drivable by the Engineer shall be resolved by the Contractor at the direction of the Engineer. The Contractor shall not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action.

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

The Contractor shall:

Submit a phased work plan showing street accessibility when under construction for review and approval by the Engineer upon request, and at least a minimum of three (3) weeks prior to the start of construction.

Perform all work for this project Monday through Friday, from 8:00 am to 5:00 pm except City observed holidays. No lane of traffic shall be closed prior to 8:30 am, and any closed lanes shall



be open to traffic at 3:30 pm. No work shall be performed on any streets after 3:30 p.m. on Friday, until Monday morning. The only exception to this would be to work on weekends to provide access to businesses.

Conduct operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstructions and inconvenience to public traffic and to properties fronting the construction areas.

Submit to the Engineer for approval his method of maintaining access to businesses fronting the construction. Where necessary, temporary ramps shall be constructed and maintained. In addition, the Contractor shall notify occupants of affected properties forty-eight (48) hours in advance of the time access will be affected by the prosecution of the work required.

Plan accordingly and be aware of all streets that are within close proximity to school district facilities. Contractor shall be cognizant of local school district schedules, bell schedules and student pick-up/drop-off traffic patterns. School locations and neighboring streets include but are not exclusive to:

- Elsinore High School – Orchard Street, Fryback Lane, Almond Street, Orange Street
- Bundy Canyon Christian School – Oak Circle Drive

Work occurring near schools should be prioritized during school breaks if they become available in the Contractor's Schedule. Weekend working days may be granted upon request of the contractor in effort to maintain access around school areas, subject to approval by the Engineer.

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

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

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

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

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

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

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

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

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

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time. The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. Where applicable, Contractor shall sand driveways and other areas as needed for traffic access. Wash sand shall be used for sanding and shall be mechanically and evenly spread or broadcast.

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

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

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

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

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

### **Measurement and Payment**

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

### **WATER POLLUTION CONTROL PROGRAM**

As part of the Contractor's Water Pollution Control Program, the Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP), conforming to "The Construction Site Best Management Practices (BMPs) Manual" and the "Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" for the State of California, for review and acceptance at least five (5) working days prior to the pre-construction conference. The Contractor shall revise the SWPPP as indicated by the City.

Staging or storage areas located within the City and used by the project shall also be included in the WPCP and BMPs shall also be required for those areas. The WPCP shall conform to the City's Jurisdictional Runoff Management Plan and the Minimum Management Measures (BMPs) required therein in Section 6.3. The JRMP can be accessed through the City's website using the following link:

<https://www.wildomar.gov/DocumentCenter/View/2766/Jurisdictional-Runoff-Management-Plan-JRMP?bidId=>

BMPs shall be installed prior to the commencement of construction and shall remain in place throughout the entire duration of construction, except in circumstances in which the BMPs conflict with a construction activity and must be temporarily removed to allow construction to continue. However, in the event that BMPs must be temporarily removed during a construction activity, the Contractor shall still be responsible to ensure that pollutant runoff from the construction activities does not occur and shall implement any other BMPs during the construction activity as necessary. Upon completion of the construction activity, BMPs shall be placed in their normal locations until

the project is accepted by the Engineer. The Contractor shall maintain all BMPs in a functioning condition such that the BMPs perform as intended and designed. The Contractor shall be responsible to maintain the BMPs at all times, including times when there is no construction, and shall provide to the Engineer a 24-hour phone number where the Contractor can be reached in the event that a BMP failure occurs and requires immediate attention.

The Contractor's work shall be subject to a regular program of inspection to verify compliance with the City's Stormwater Drainage System Protection Ordinance (Wildomar Municipal Code Ch. 13.12). Any deficiencies and corrective actions identified in the compliance inspections shall be addressed by the contractor within 72 hours of receiving the notice or prior to any forecasted rain event (whichever is first).

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

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

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

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

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

### **Measurement and Payment**

The contract LUMP SUM price paid for WATER POLLUTION CONTROL PROGRAM shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP, ceasing operations (demobilization), providing and maintaining

drainage inlet protection, dust control measures, performing various items within the Contractor's Water Pollution Control Program or as specified herein, furnishing, placing, and removing aggregate base for inclement weather protection, resuming operations (mobilization) after inclement weather and conforming to the requirements of this section shall be considered as included in the price paid for this item and no additional compensation will be allowed therefore.

### **CONSTRUCTION SURVEYS**

The Contractor shall be responsible for establishing all lines, grades and layout for all construction.

This work shall consist of furnishing and setting construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as necessary for the City Engineer to check lines, grades, alignment and elevations.

Construction staking shall be performed as necessary to control the work as determined by the City Engineer. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor at the pre-construction conference for his use in performing the construction staking.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Construction stakes shall be removed from the site of work when no longer needed.

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

### **Measurement and Payment**

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

### **INSTALL TRAFFIC SIGNING AND STRIPING**

Traffic Striping, markings, raised markers, and signing shall include the layout and application of two-coat painted traffic striping, including raised pavement markers (buttons), and installation of signs as shown on the plans and in accordance with Section 84, "Traffic Stripes and Pavement Markings," Section 85, "Pavement Markers," and Section 56, "Signs" of the Caltrans Standard Specifications.

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

Striping shall be placed on project-treated pavement no sooner than 7 days after treatment is placed and no longer than 10 days after the asphalt is placed. Striping shall include application of thermoplastic in accordance with Caltrans Standard Plan Nos. A20A through A20D.

Pavement Markings shall include application of thermoplastic pavement markings, words, arrows, crosswalks and limit line, as shown on the Plan, in accordance with Caltrans Standard Plan Nos. A24A through A24E, and Caltrans Standard Specifications stated above.

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

The thermoplastic material shall be applied by extrusion method in a single uniform layer. Unless otherwise noted on the plans or in these specifications. To prevent motorists from driving through and tracking wet striping and markings, traffic control shall be installed and maintained until the thermoplastic is completely dry.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in California Department of Transportation, Specification PTH-02ALKYD. Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow thermoplastic pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

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

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

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

Where existing striping, pavement markings, and pavement markers are affected by construction of the new improvements or require removal by sandblasting as shown on the plans, Contractor shall measure and document the existing striping conditions and re-install striping, pavement markings, and pavement markers in kind and in accordance with this Section or as directed by the Engineer once permanent improvements have been constructed as specified above.

Where existing pavement markings (i.e. Stop Legends, limit lines, X-walks, etc.) have been partially removed by the Contractors' operations, the Contractor shall renew the entire set of

markings at that intersection unless otherwise instructed by the Engineer. Renewing a portion of the marking will not be acceptable.

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions.

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

Roadside Signs furnished by the Contractor shall be of the standard size specified in the State of California Department of Transportation Sign Specification Sheets, unless otherwise indicated on the construction plans.

Sheeting shall be guaranteed against defects for a period of ten years from the date of fabrication.

The base metal shall be new aluminum, 0.08 gauge, of alloys 6061-T6 or 5052-H38 conforming to the requirements of ASTM Designation: B209.

Any reflective sheeting supplied as a part of this contract, whether as a legend or background, shall be FHWA FP-85 Type IIA or AASHTO M268 Type III.

Reflective sheeting shall be applied to the sign by a method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and aluminum backing.

The reflective material and screening inks or overlay film shall be graffiti proof. The graffiti proofing method shall be supplied by and/or approved by the sheeting manufacturer. Neither the color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover when used in a manner approved by the City of Wildomar in conjunction with the sheeting manufacturer. Any signs graffitied by over-the-counter spray paint or marking pens, which fail to be restored, shall be replaced by the sign sheeting manufacturer.

All letters and numerals shall be in accordance with the "Standard Alphabet of Highway Signs" as used by the State of California, Department of Transportation.

All signs shall be installed using hex head bolts, washers, nuts and jam nuts in accordance with Caltrans Standard Plans RS2 or as directed by the Engineer.

#### Install Street Name Sign Per Standard 815a

Contractor to Install Street Name Sign as shown on the plans and per City of Wildomar Standard Drawing No. 815A.

Sheeting shall be guaranteed against defects for a period of ten years from the date of fabrication.

The base metal shall be new aluminum, 0.08 gauge, of alloys 6061-T6 or 5052-H38 conforming to the requirements of ASTM Designation: B209.

Any reflective sheeting supplied as a part of this contract, whether as a legend or background, shall be FHWA FP-85 Type IIA or AASHTO M268 Type III.

Reflective sheeting shall be applied to the sign by a method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and aluminum backing.

The reflective material and screening inks or overlay film shall be graffiti proof. The graffiti proofing method shall be supplied by and/or approved by the sheeting manufacturer. Neither the color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover when used in a manner approved by the City of Wildomar in conjunction with the sheeting manufacturer. Any signs graffitied by over-the-counter spray paint or marking pens, which fail to be restored, shall be replaced by the sign sheeting manufacturer.

Remove and Replace Existing Sign as noted on New Post. Provide Salvaged Sign to City

Contractor to remove and replace existing sign on new post per Riverside County Standard 1222 and provide salvaged sign to City. Existing sign and post shall be removed as shown on the plans or as directed by the Engineer. Salvageable signs, posts, or other equipment shall be delivered to the City's Maintenance Yard as determined and directed by the Engineer.

Remove Existing Sign and Post and Provide Salvaged Sign to City

Contractor to remove existing sign and post and provide salvaged sign to city. Existing sign and post shall be removed as shown on the plans or as directed by the Engineer. Salvageable signs, posts, or other equipment shall be delivered to the City's Maintenance Yard as determined and directed by the Engineer.

Remove and Replace Existing Sign as Noted on Existing Post. Provide Salvaged Sign to City

Contractor to remove and replace existing sign on existing post and provide salvaged sign to City. Existing sign shall be removed as shown on the plans or as directed by the Engineer. Salvageable signs or other equipment shall be delivered to the City's Maintenance Yard as determined and directed by the Engineer.

Remove And Relocate Existing Sign as Noted on New Post

Remove/relocate existing traffic sign shall conform to the provisions in Section 82-9 of the State Standard Specifications and these Special Provisions.

Existing sign and post shall be removed/relocated as shown on the plans or as directed by the Engineer. Signs/posts that are broken or deteriorated shall be replaced with new sign/post at no additional cost to the City.



Salvageable signs, posts, or other equipment shall be delivered to the City's Maintenance Yard as determined and directed by the Engineer.

#### Remove Existing Sign and Reinstall Sign on New Post

Remove existing sign and reinstall sign on new post shall conform to the provisions in Section 82-9 of the State Standard Specifications and these Special Provisions.

Existing sign shall be removed as shown on the plans or as directed by the Engineer. Signs that are broken or deteriorated shall be replaced with new sign at no additional cost to the City.

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

#### **Measurement and Payment**

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

#### **GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.) GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (3" MIN.)**

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

Except as otherwise called for on the plans, all A.C. pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer. The final depth, width, length and shape of the cut shall be as indicated on the plans, except as otherwise directed by the Engineer.

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

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

The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling removal work, an additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

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

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

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

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

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

#### Ponding

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

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

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

#### **Measurement and Payment**

The contract unit price paid per SQUARE FOOT for GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (1.5" MIN.) OR GRIND (COLD-MILL) EXISTING ASPHALT CONCRETE (3" MIN.) shall include full compensation for furnishing all labor, time, materials, tools, equipment and incidentals for all work involved including but not limited to removal and disposal of material, cleanup of surrounding area, construction of temporary AC ramps and no additional compensations shall be allowed.

#### **REMOVE AND REPLACE ASPHALT CONCRETE PAVEMENT AND/OR SUBGRADE TO 3" TOTAL DEPTH (BUNDY CANYON ROAD/CITYWIDE)**

Contractor shall Sawcut and Remove Existing Asphalt Concrete Pavement and/or Subgrade to a depth shown on the construction plans for Bundy Canyon Road, Appendix B for Citywide repairs, or as directed by the City Engineer. Except as otherwise called for on the plans, all asphalt concrete pavement cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by the City Engineer.

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

## **Asphalt Paving**

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

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

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

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

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

Contractor shall also submit to the City, for the Engineer's approval, the workplan and phasing to complete the pavement repair to achieve the design cross-section as shown on the Project Plans.

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

Abrasive grinding shall conform to the first paragraph and last four paragraphs of Section 42-2.02, "Construction," of the Caltrans Standard Specifications, with the following exception: Residue from grinding operations shall be removed from the project site and properly disposed of at the Contractor's expense.

Corrective work described above shall be at the Contractor's expense.

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

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

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

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

The work to be performed under this Item consists of constructing a 1.5-inch (1.5") asphalt concrete pavement base course.

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

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

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

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

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

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

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

**Measurement and Payment**

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

**CONSTRUCT 1.5" ASPHALT CONCRETE OVERLAY****Dense Graded Asphalt Concrete (DGAC) Overlay Type C2-PG 64-10**

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

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

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

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

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

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

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

The Contractor shall water-test all finished Asphalt Concrete surfacing prior to final inspection. Any irregularities causing water to stand shall be corrected at the Contractor's expense.

Upon completion, the pavement surface shall be true to grade and cross section, in accordance with Subsection 302-5.6.2, "Density and Smoothness," of the SSPWC. If the finished surface does not meet the specified surface tolerance, it shall be brought into tolerance by abrasive grinding, utilizing diamond cutting blades followed by a fog seal coat applied to the areas which have been ground.

Abrasive grinding shall conform to the first paragraph and last four paragraphs of Section 42-2.02, "Construction," of the Caltrans Standard Specifications, with the following exception: Residue from grinding operations shall be removed from the project site and properly disposed of at the Contractor's expense.

Corrective work described above shall be at the Contractor's expense.

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

#### **Measurement and Payment**

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

#### **CONSTRUCT 1.5" ASPHALT RUBBERIZED HOT MIX (ARHM) OVERLAY**

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

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

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

Crack sealant shall be a slow setting asphalt emulsion SS-1h, Type I, in accordance with Section 203-5. Material shall be nozzle injected and applied such that the cracks that are hairline and up to 1/8" in width shall be filled by "squeegees", wherein, the emulsion is forced into the cracks. The resultant filled crack line shall result with filled asphalt emulsion and with an upward concaved surface. Cracks greater than 1/8" in width shall be filled with asphalt emulsion by nozzle injection and the asphalt emulsion shall be similarly worked into the crack to fill the crack void. The filling

of the crack void shall be worked in with “squeegees” or other hand tools to leave a surface which is level and not downwardly concaved.

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

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

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three (3) pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday. The removal of the rock dust blotter shall include removal from adjacent streets as needed. No excess rock dust blotter shall be left on any street after normal work hours. The cost of this application will be included into the contract unit bid price for ARHM.

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

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

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

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

### **Measurement and Payment**

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

### **CONSTRUCT 1.5” ASPHALT CONCRETE BASE PAVEMENT**

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

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

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

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

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

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

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

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

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

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

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

### **Measurement and Payment**

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



### **APPLY TYPE I/TYPE II PME-RAP SLURRY SEAL**

This Bid Item shall include the supply and placement of Type I or Type II PME-RAP Slurry Seal as indicated in APPENDIX A – Slurry Seal Exhibits. For this section, the term “Streets” shall be inclusive of the City parking lots shown on Exhibits E and F. PME-RAP Slurry Seal shall conform to Section 302-15 of the Greenbook (added). The unit price per ton of Slurry Seal area shall include the cost for all the work involved including the following:

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

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

### **Surface Preparation**

Surface Preparation shall conform to Section 302-4.8 of the General Provisions, and these specifications. Prior to applying slurry seal material, all traffic striping and markings shall be removed in conformance with the specifications for the bid item for “Signing and Striping”. Prior to applying slurry seal material, Contractor shall notify the Engineer of all cracked and broken pavement to be considered for AC removal and repair in accordance with the Bid Item for “Remove And Replace Asphalt Concrete Pavement and/or Subgrade To 3” Total Depth”, the Plans and Specifications, and to the satisfaction of the Engineer.

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

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

### **CRACK FILL**

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

The Contractor shall sweep the streets before the process and two times after the process is complete to remove all debris or as directed by the Engineer. Post slurry seal process, there shall be no less than two weeks apart between sweeps. Following crack filling and prior to applying slurry seal material, the pavement surface shall be clean and free from dirt, oil, grease deposits, and other foreign items.

The Contractor shall complete **CRACK FILL on a street a minimum Three (3) Weeks prior to applying slurry seal finish.** The Contractor shall not proceed with application of the slurry seal until the Engineer has approved the surface preparation.

### 302-15.2 Materials.

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

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

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

**TABLE 302-15.2.2.1**

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

Notes:

1. On RAP retained on No. 4 sieve.

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

**TABLE 302-15.2.2.2**

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

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

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

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

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

**TABLE 302-15.3**

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

Notes:

1. Sample size shall be 500g minimum.

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

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

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

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

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

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

**302-15.6 Spreading and Application.**

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

**315-15.6.2 Utilities.** The Contractor will be required to work around all existing utility facilities and to seal up to the edges of said facilities. During sealing operations, the Contractor shall

cooperate with the owners of any utility covers and shall cover and completely protect said covers with heavy plastic or other suitable material. Raised pavement markers shall be removed or covered and completely protected as directed by the Engineer. The Contractor shall exercise care to prevent slurry from being deposited on concrete surfaces and shall remove slurry from surfaces not designated to be sealed. Covering of slurry on concrete surfaces with sand, cement, or paint will not be acceptable.

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

#### **302-15.6.4 Aggregate Application Rate.**

**302-15.6.4.1 General.** Dry RAP aggregate shall be applied at a rate ***of 8 to 10 pounds per square yard over existing pavement for Type I applications only. For Type II applications, Dry RAP aggregate shall be applied at a rate 12 to 15 pounds per square yard over existing pavement, 14 to 16 pounds per square yard over micro-milled pavement, and at a minimum of 19 pounds per square yard over chip seals.*** The exact rate shall be approved by the Engineer.

**302-15.6.4.2 Corrective Action.** When the Engineer determines that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action. When the rate is less than the minimum amount required, the Contractor shall re-apply additional PME-RAP slurry seal material to the nonconforming area to meet the requirements.

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

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

**TABLE 302-15.8**

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

Notes:

1. Modified ASTM D3910 to include No. 4 (4.75 mm) aggregate or greater and to be performed using field samples. Subsection 6.4.4.7, ASTM D 3910 may be modified to use a microwave oven for drying the specimen after the abrasion cycle is complete and the debris washed off.

2. Modified ASTM D6307 and California Test Method 382 to allow a minimum of  $500 \pm 50$  grams sample.
3. Weigh a minimum of 500 grams of homogenized mixed slurry into a previously tared quart can with a friction lid. The lid shall be placed on the can to prevent loss of material during transportation. Place the can with the lid off in an oven and dry to constant mass at  $220^{\circ}\text{F} \pm 10^{\circ}\text{F}$  ( $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ ).
4. The 3/8-inch (9.5 mm) template shall be used.

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

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

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

### **Street Sweeping**

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

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

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

The Contractor shall submit to the Engineer, no later than noon of the first Working Day following the day of delivery, licensed weighmaster certificates showing the weight of emulsified asphalt and RAP slurry seal aggregate delivered to the Project stockpile/storage site. Only PME and RAP aggregate intended for use on the Work shall be delivered to the Project stockpile/storage site. Deliveries shall not be made on Saturday, Sunday, or holidays unless otherwise approved by the Engineer. Prior to acceptance of the Work, the Contractor shall also submit to the Engineer licensed weighmaster's certificates showing the weight of PME and RAP aggregate remaining at the Project site. Payment may be determined by deducting the weight of unused PME and unused RAP aggregate from the total weight of each material delivered to the Project

stockpile/storage site, to ensure specifications are met. The Engineer will compare these quantities to the quantities calculated by multiplying the number of loads spread by each continuous-flow mixer times the net weight capacity of each mixer. The Engineer will adjust the calculated weights for partial loads and deduct the quantities of each material used to prevent tracking, if any. If there is an unaccountable difference between the respective weights, final measurement will be determined by the Engineer using the method showing the lesser weight.

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

<https://www.cdffa.ca.gov/dms/programs/ras/rsalistings/rasListings.html>

### **302-15.10 Payment.**

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

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

### **302-15.10.2 Payment Reduction for Noncompliance.**

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

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

**TABLE 302-15.10.1.2**

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

Notes:

1. Slurry seal surfacing with WTAT loss greater than 99.1 gm/m<sup>2</sup> (1070.1 gm/ft<sup>2</sup>) shall be removed to the satisfaction of the Engineer.

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

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

### **Measurement and Payment**

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

**CONSTRUCT 6' WIDE SWALE AS SHOWN ON PLANS. CONTRACTOR TO GRADE TO DRAIN.**

Contractor shall construct 6' wide swale as shown on plans and per Detail on sheet 2. Contractor to grade to drain as shown on plans and as directed by engineer.

**Measurement and Payment**

The contract unit price paid per LINEAR FOOT of CONSTRUCT 6' WIDE SWALE AS SHOWN ON PLANS. CONTRACTOR TO GRADE TO DRAIN shall include full compensation for furnishing all labor, materials, tools, equipment to perform all work including grading swale and surrounding grading, excavation, compaction, hauling and export, clearing and grubbing, and cleaning up excess material and no additional compensation will be allowed therefore.

**ADJUST EXISTING WATER/GAS VALVE TO GRADE**

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

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

**Measurement and Payment**

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

**ADJUST EXISTING MANHOLE TO GRADE**

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

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

A. In area where the existing pavement is to be removed and reconstructed, and where the manhole structure meets the following criteria:

- 1) The manholes extend 2 inches or more above the new subgrade, and
- 2) The difference between the lowest point of manhole removal and the final elevation of the top of the frame is less than 15 inches.

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

B. In areas where the existing pavement is to be capped with an AC overlay, and where the manhole structure meets the following criteria:

- 1) The manholes are either flush with the existing pavement, or
- 2) Project less than two inches above the A.C. surface prior to capping.

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

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

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

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

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

#### **Measurement and Payment**

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



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

#### **REPLACE EXISTING TRAFFIC SIGNAL LOOPS TO MATCH EXISTING**

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

#### **Measurement and Payment**

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

#### **CONSTRUCT 6" HMA DIKE PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 212**

AC Dike shall be constructed in accordance to the Riverside County Transportation Department Std. Plan 212 and shall conform to Section 203-6 of the Standard Specifications for Public Works Construction and as directed by the Engineer. The height of the AC dike shall be 6" unless otherwise shown on the plans. AC Dike shall be backfilled 4' in width from the top of curb with native material.

Asphalt binder to be mixed with the aggregate shall be PG 64-10 in accordance with Section 203-1 of the Standard Specifications for Public Works Construction or as directed by the Engineer.

Approx. 310 LF of AC shall be installed along Bundy Canyon Road in accordance with the Improvement Plans. In addition, Approx. 200 LF of AC Dike shall be installed along the edge of pavement on the southern portion of Catt Rd., from the existing AC Dike near Avry Way to the existing AC Curb Return at Hidden Springs Rd., backfilled 4' in width from the top of curb with native material.

#### **Measurement and Payment**

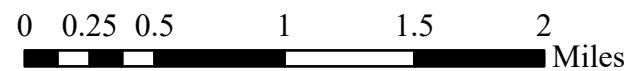
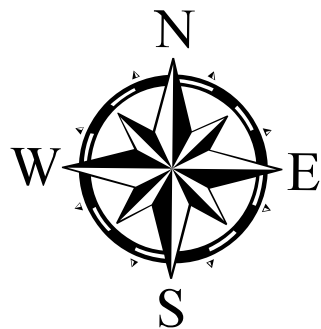
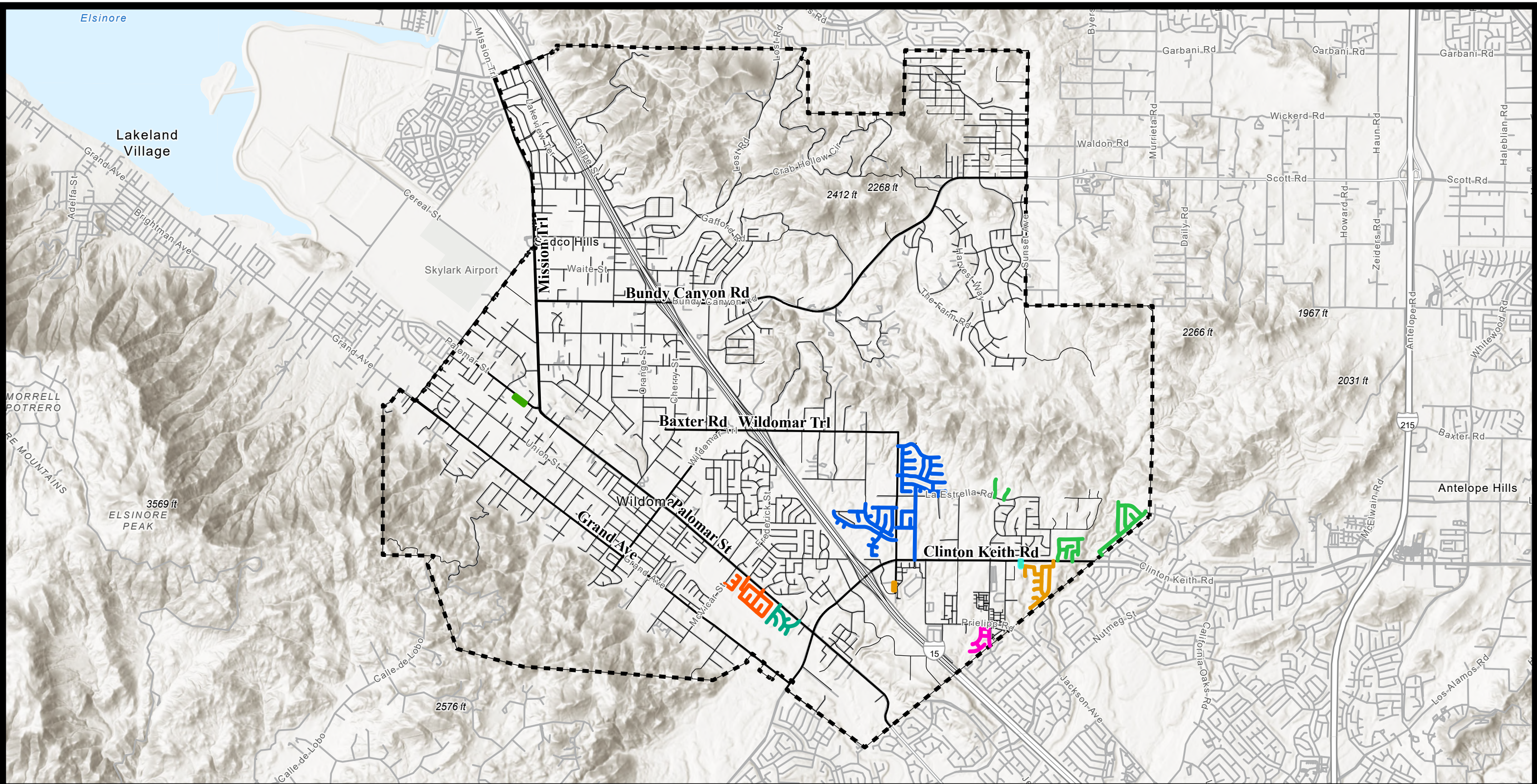
The contract unit price paid per LINEAR FOOT for CONSTRUCT 6" HMA DIKE PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 212 shall include full compensation for furnishing all labor, materials (including asphalt concrete), tools, equipment, and incidentals, and for doing all the work involved including placing and compacting as directed by the Engineer and no additional compensation will be allowed therefore.



## **Part V – Appendices**

## **Appendix A. Slurry Seal Exhibits**





## CIP 058-3 All Exhibits

### Legend

#### BASE BID EXHIBITS

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F

#### ADDITIVE BID EXHIBITS

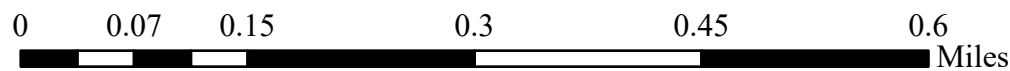
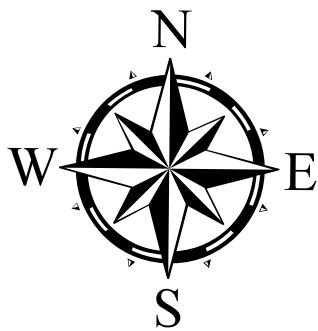
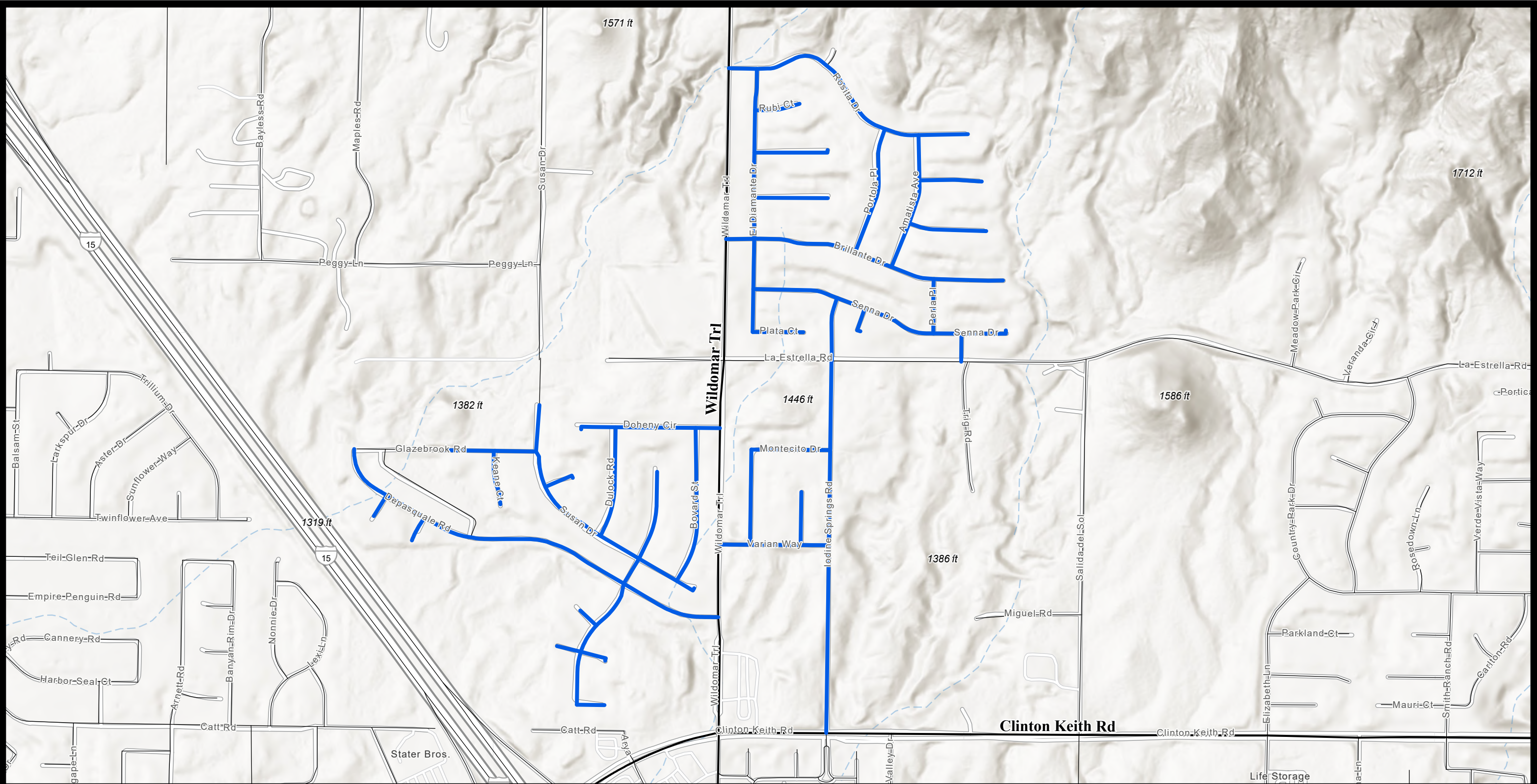
- Exhibit G
- Exhibit H

Major Streets

Streets

City Boundary



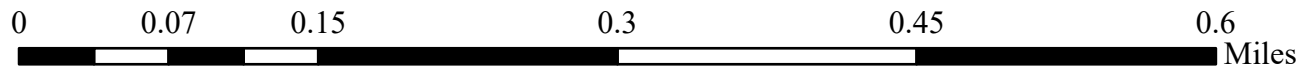
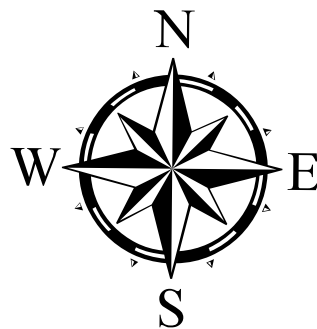
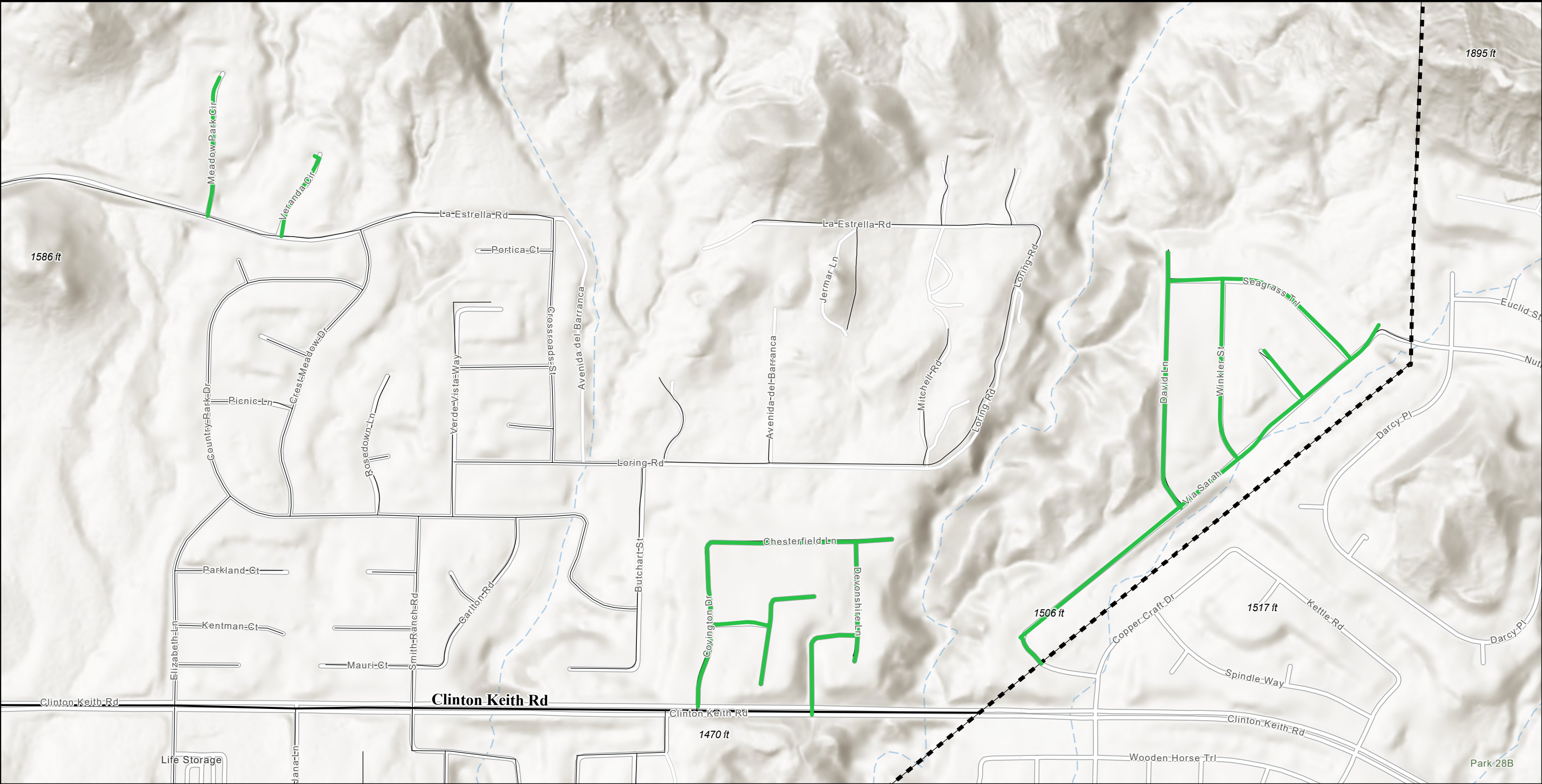


AREA: 1,061,409 sqft

# CIP 058-3 Exhibit A Type II Slurry

- Exhibit A
- Major Streets
- Streets
- City Boundary



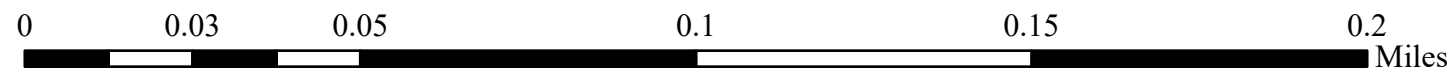
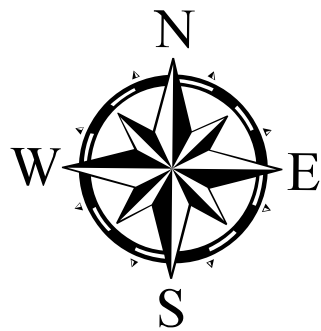
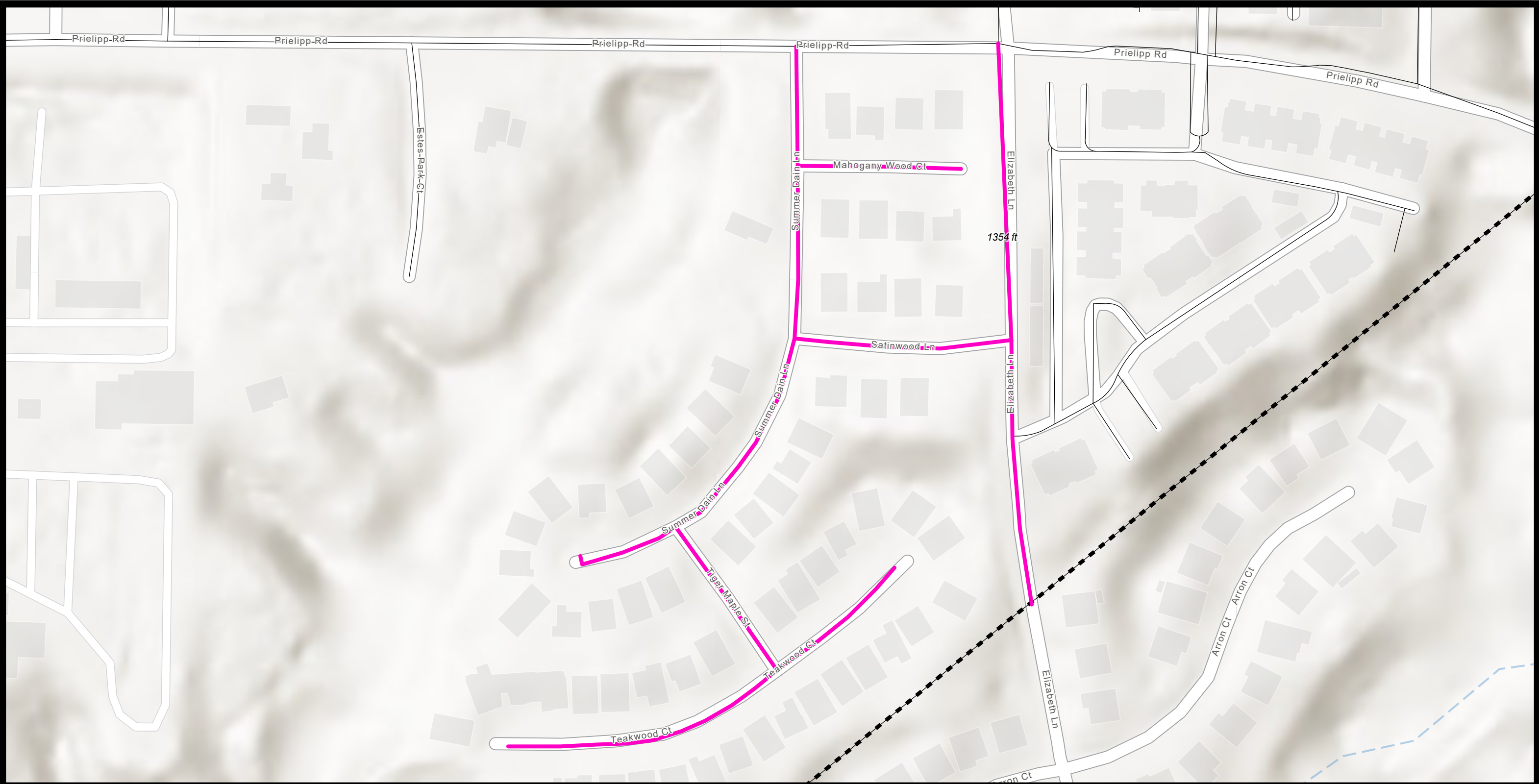


AREA: 429,660 sqft

# CIP 058-3 Exhibit B Type II Slurry

- Exhibit B
- Major Streets
- Streets
- City Boundary



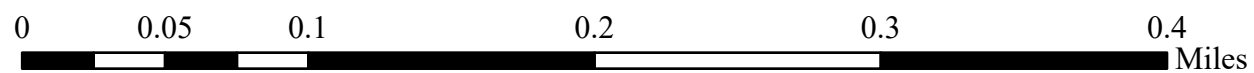
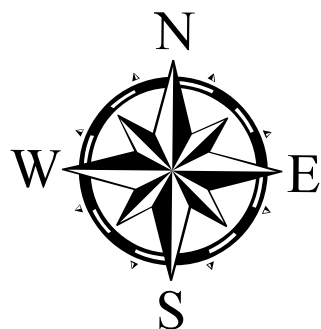
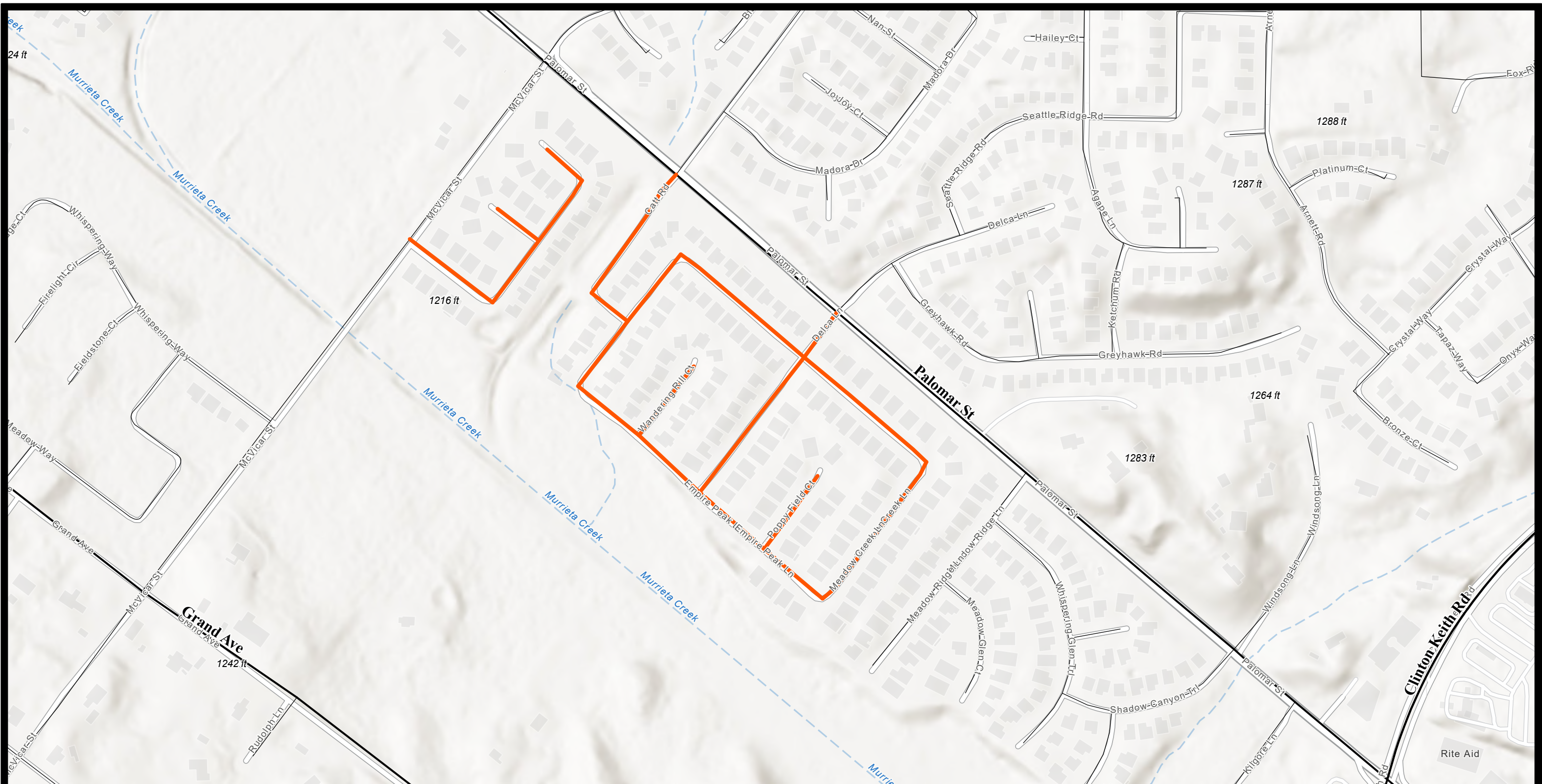


AREA: 121,609 sqft

# CIP 058-3 Exhibit C Type II Slurry

- Exhibit C
- Major Streets
- Streets
- City Boundary



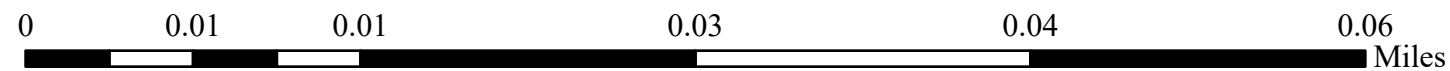
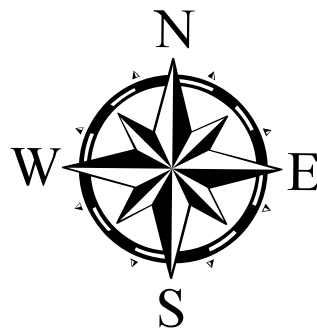
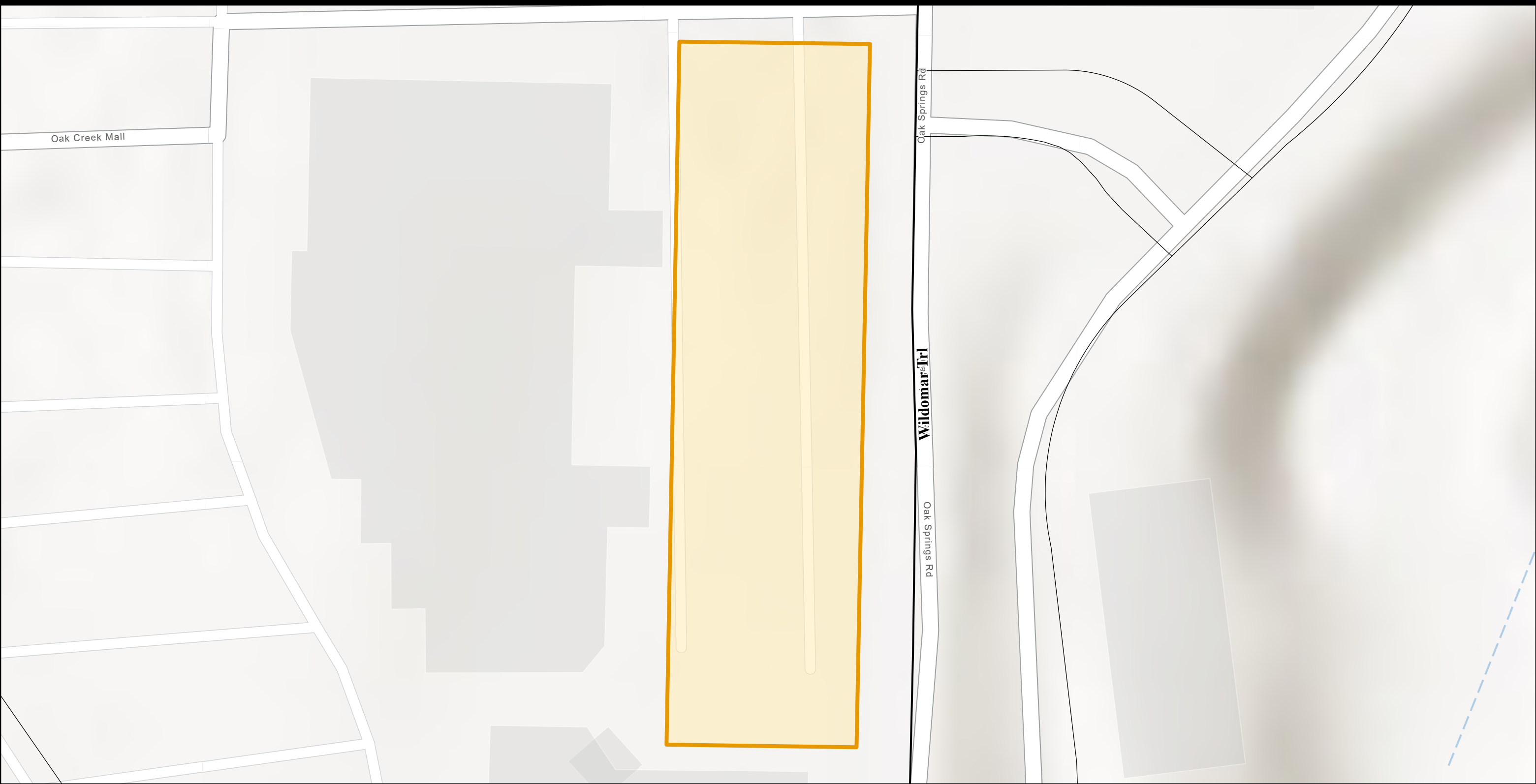


# CIP 058-3 Exhibit D Type II Slurry

AREA: 243,185 sqft

- Exhibit D
- Major Streets
- Streets
- City Boundary







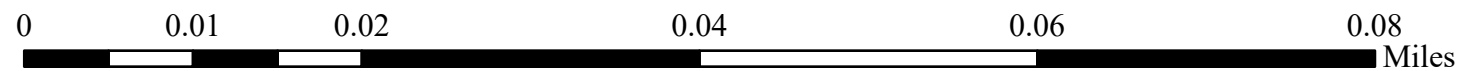
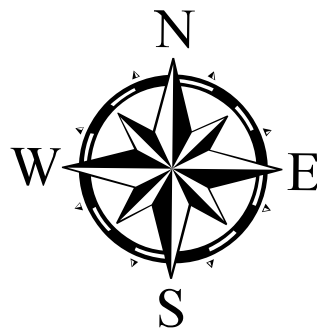


**AREA: 34,000 sqft**

# CIP 058-3 Exhibit E

## City Hall Parking Lot - Type I Slurry





-  Exhibit E
-  Major Streets
-  Streets
-  City Boundary



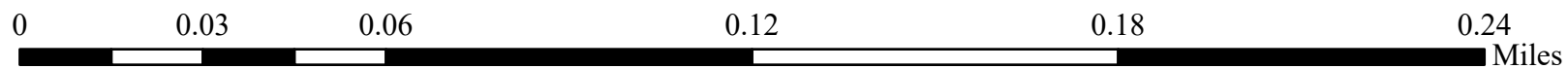
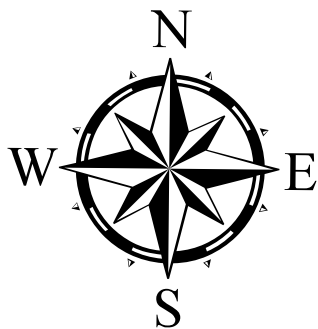
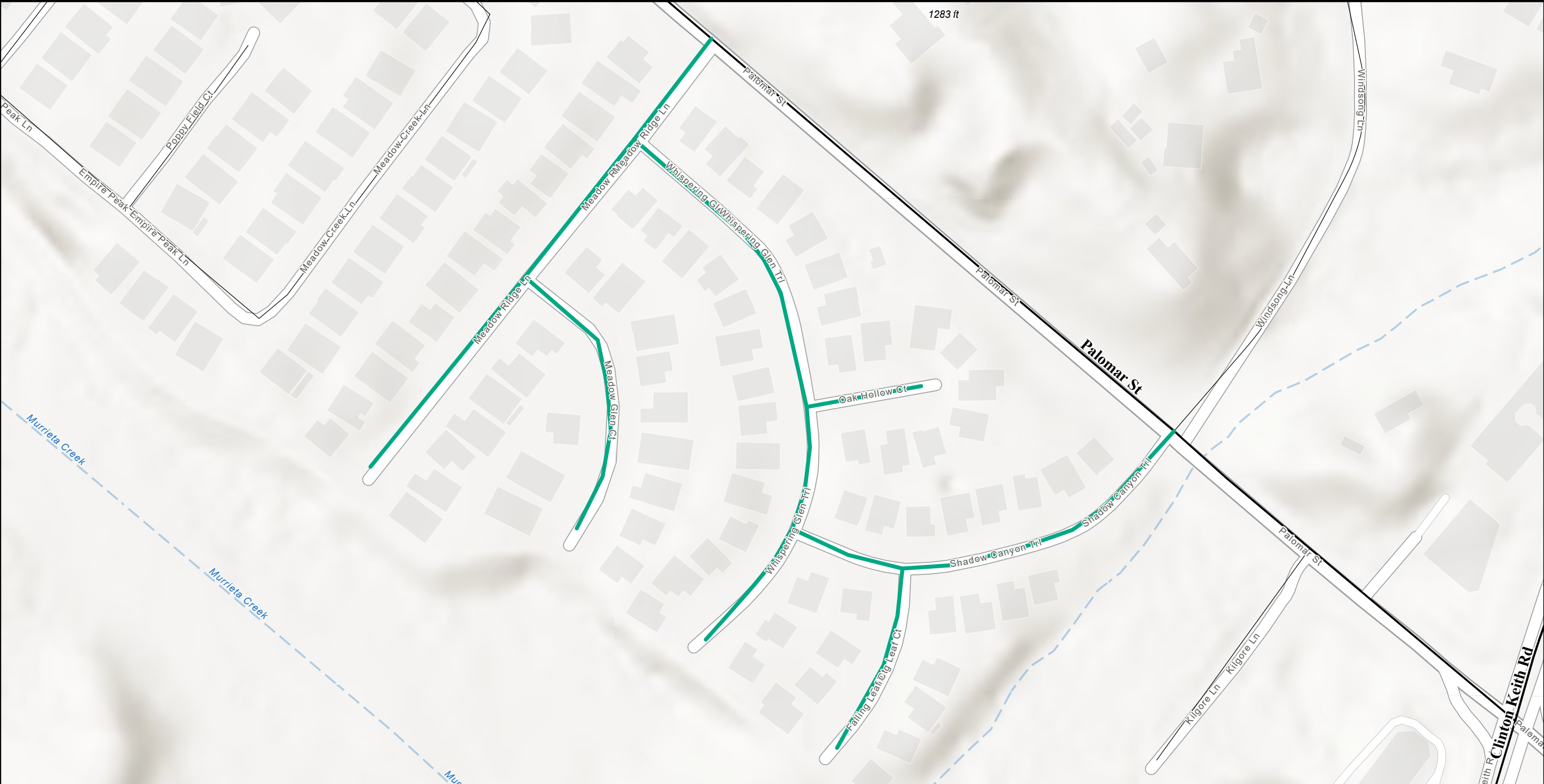
**AREA: 51,000 sqft**

# CIP 058-3 Exhibit F

## Marna O'Brien Park Parking Lot - Type I Slurry

-  Exhibit F
-  Major Streets
-  Streets
-  City Boundary



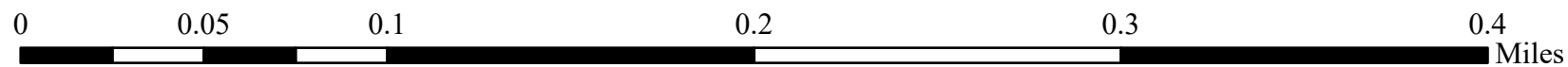
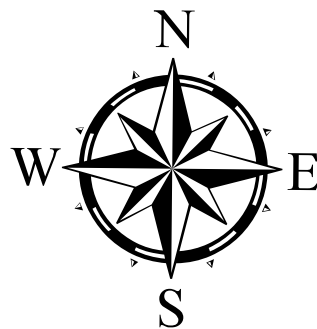
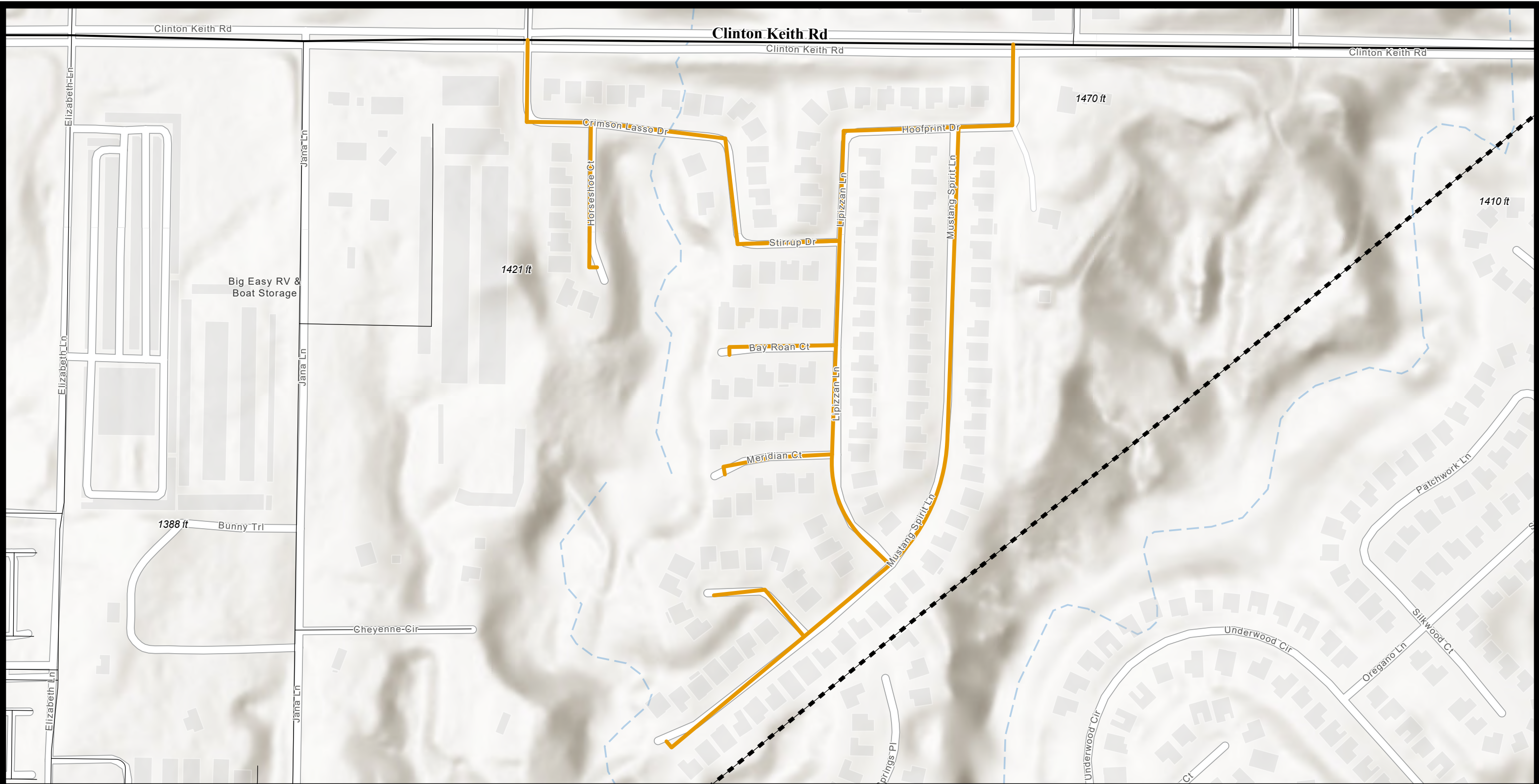


AREA: 140,391 sqft

# CIP 058-3 Exhibit G - Additive Bid Type II Slurry

- Exhibit G
- Major Streets
- Streets
- City Boundary





**AREA: 248,831 sqft**

# CIP 058-3 Exhibit H - Additive Bid Type II Slurry

- Exhibit H
- Major Streets
- Streets
- City Boundary

**EXHIBIT A**

Streets	Beg Location	End Location	Length, LF	Width, LF	True Area, SF
CAPISTRANO ST	VARIAN WY	MONTECITO DR	676	30	24,067
CAPITOLA CT	VARIAN WAY	CDS - END	378	30	15,839
MONTECITO DR	CAPISTRANO STREET	IODINE SPRINGS ROAD	560	30	19,657
VARIAN WAY	WILDOMAR TRAIL	IODINE SPRINGS ROAD	786	30	20,185
GLAZEBROOK RD	615' E/ DEPASQUALLE RD	SUSAN DR	630	30	19,163
DEPASQUALLE RD	GLAZEBROOK RD	WESTPARK ST	1090	40	43,628
DEPASQUALLE RD	WESTPARK ST	POPLAR CREST RD	1170	40	44,921
DEPASQUALLE RD	POPLAR CREST RD	WILDOMAR TRAIL	710	40	27,791
FINCH CT	DEPASQUALLE RD	CDS - END	191	36	8,718
MURREN RD	DEPASQUALLE RD	SOUTH END	170	36	5,510
KEANE CT	GLAZEBROOK RD	CDS - END	394	36	16,332
SUSAN DR	315' N GLAZEBROOK RD	CDS -SOUTH END	1883	36	67,404
SYCAMORE BLUFF CT	SUSAN DR	CDS - END	215	36	9898
DULOCK RD	DOHENY CIR	SUSAN DR	753	36	26608
POPLAR CREST RD	LANCER CT	DEPASQUALLE RD	956	36	33,072
POPLAR CREST RD	DEPASQUALLE RD	CDS - END	866	36	8,379
COOK CT	POPLAR CREST RD	CDS - END	175	36	4,995
COPPER CT	POPLAR CREST RD	WEST END	140	36	4,995
COPPER CT	POPLAR CREST RD	CDS - EAST (END)	193	36	9,150
LANCER CT	POPLAR CREST RD	CDS - END	215	36	10,742
BOVARD ST	DOHENY CIR	SUSAN DR	1070	36	38,249
DOHENY CIR	WILDOMAR TRAIL	CDS - END	1032	36	39,213
AMATISTA AVE	BRILLANTE DR	ROSITA DR	915	36	32,241
BRILLANTE DR	WILDOMAR TRAIL	EL DIAMANTE DR	187	36	5,336
BRILLANTE DR	EL DIAMANTE DR	PERLA PL	1300	36	46,099
BRILLANTE DR	PERLA PL	CDS - END	525	32	18,774
EL DIAMANTE DR	ROSITA DR	BRILLANTE DR	1185	36	42,009
EL DIAMANTE DR	BRILLANTE DR	PLATA CT	635	36	23,201
ESMERALDA CT	EL DIAMANTE DR	CDS - END	530	32	19,112
IODINE SPRINGS RD	CLINTON KEITH RD	VARIAN WY	1310	32	41,911
IODINE SPRINGS RD	VARIAN WY	LA ESTRELLA ST	1315	32	43,624
IODINE SPRINGS RD	LA ESTRELLA ST	SENNA DR	405	36	14,199
ORO CT	SENNA DR	CDS - END	181	32	8,271
PERLA PL	BRILLANTE DR	SENNA DR	342	36	11,869
PLATA CT	EL DIAMANTE DR	CDS - END	381	32	15,187
PORTOLA PL	BRILLANTE DR	ROSITA DR	878	36	31,160
ROSITA DR	WILDOMAR TRAIL	OPALO RD	700	36	24,996
ROSITA DR	OPALO RD	AMATISTA AVE	886	36	31,221
ROSITA DR	AMATISTA AVE	CDS - END	358	32	13,591
RUBI CT	EL DIAMANTE DR	CDS - END	314	32	12,218
SAFIRO CT	EL DIAMANTE DR	CDS - END	533	32	18,960
SENNA DR	EL DIAMANTE DR	IODINE SPRINGS RD	595	36	21,178
SENNA DR	IODINE SPRINGS RD	PERLA PL	725	36	25,487
SENNA DR	PERLA PL	CDS - END	555	32	20,526
TOPACIO CT	AMATISTA AVE	CDS - END	564	32	20,081
TRIG RD	LA ESTRELLA ST	SENNA DR	141	36	5,169
VERONA CT	AMATISTA AVE	CDS- END	455	32	16,473

1,061,409 Sqft

**EXHIBIT B**

Streets	Beg Location	End Location	Length, LF	Width, LF	True Area, SF
MEADOW PARK CIR	LA ESTRELLA ST	CDS - END	744	36	28,458
VERANDA CIR	LA ESTRELLA ST	CDS - END	451	36	18,750
COVINGTON DR	CLINTON KEITH RD	CHESTERFIELD LN	871	36	31,349
CAMELOT CIR	YORKSHIRE WY	CDS - END (SOUTH)	295	36	13,350
CAMELOT CIR	YORKSHIRE WY	CDS - END (NORTH)	380	36	17,060
CARRINGTON ST	CLINTON KEITH RD	DEVONSHIRE LN	556	36	21,206
DEVONSHIRE LN	CHESTERFIELD LN	CDS - END	630	36	25,395
CHESTERFIELD LN	COVINGTON DR	CDS - END	959	36	38,047
YORKSHIRE WY	COVINGTON DR	CAMELOT CIR	288	36	10,150
CORNICOPIA WY	VIA SARAH	CL (MURRIETA)	180	36	7,226
DAVID LN	VIA SARAH	NORTH END	1385	36	42,263
MICHAEL CT	VIA SARAH	CDS - END	352	36	14,403
SEAGRASS TRL	DAVID LN	VIA SARAH	1118	36	38,650
VIA SARAH	CORNUCOPIA WY	WINKLER ST	1530	36	53,984
VIA SARAH	WINKLER ST	NUTMEG ST	990	36	36,138
WINKLER ST	VIA SARAH	SEAGRASS TRL	958	36	33,231

429,660 Sqft

**EXHIBIT C**

Streets	Beg Location	End Location	Length, LF	Width, LF	True Area, SF
SATINWOOD LN	SUMMER DAIN LANE	ELIZABETH LANE	312	28	9,504
SUMMER DAIN LN	PRIELIPP RD	CDS - END	975	28	33,369
MAHOGANY WOOD CT	SUMMER DAIN LANE	CDS - END	285	28	9,705
TEAKWOOD CT	CDS - END (WEST)	CDS - END (EAST)	675	28	28,617
TIGER MAPLE ST	SUMMER DAIN LANE	TEAKWOOD COURT	270	28	7,594
ELIZABETH	SOUTH CL (MURRIETA)	PRIELIPP RD	992	36	32,820

121,609 Sqft

**EXHIBIT D**

Streets	Beg Location	End Location	Length, LF	Width, LF	True Area, SF
ALDER GLEN LN	TRAIL RIDE LANE	CATT ROAD	173	28	6,176
CATT RD	ALDER GLEN LN	PALOMAR ST	550	28	17,335
DELCA LN	EMPIRE PEAK LANE	PALOMAR ST	891	28	23,741
EMPIRE PEAK LIN	TRAIL RIDE LANE	MEADOW CREEK LANE	1221	28	39,858
FORTUNADO WAY	GOLDEN POPPY LANE	MCVICAR STREET	393	28	12,508
GOLDEN POPPY LN	FORTUNADO WAY	RIVERSTONE CIRCLE	570	28	18,222
MEADOW CREEK LN	EMPIRE PEAK LANE	ROLLING BROOK LANE	649	28	21,865
POPPY FIELD CT	EMPIRE PEAK LANE	CDS - END	341	28	14,118
RIVERSTONE CIR	GOLDEN POPPY LANE	CDS - END	176	28	9,931
ROLLING BROOK LN	TRAIL RIDE LN	DELCA LANE	585	32	18,194
ROLLING BROOK LN	DELCA LANE	MEADOW CREEK LN	595	32	18,224
TRAIL RIDE LN	EMPIRE PEAK LANE	ROLLING BROOK LANE	630	28	20,952
TRANQUILITY CIR	GOLDEN POPPY LANE	CDS - END	190	32	8,761
WANDERING RILL CT	EMPIRE PEAK LANE	CDS - END	332	28	13,300

243,185 Sqft

**EXHIBIT E**

Location	Length, LF	Width, LF	Approx. SF
City Hall Parking Lot	N/A	N/A	34,000

**EXHIBIT F**

Location	Length, LF	Width, LF	Approx. SF
Marna O'Brien Parking Lot	N/A	N/A	51,000

**ADDITIVE EXHIBIT G**

Streets	Beg Location	End Location	Length, LF	Width, LF	True Area, SF
MEADOW RIDGE LN	PALOMAR ST	CDS - END	974	36	35,058
MEADOW GLEN CT	MEADOW RIDGE LN	CDS - END	549	32	21,140
WHISPERING GLEN TRL	MEADOW RIDGE LN	CDS - END	1059	32	37,979
OAK HOLLOW CT	WHISPERING GLEN TRL	CDS - END	266	32	8,892
SHADOW CANYON TRL	PALOMAR ST	WHISPERING GLEN TRL	660	32	22,756
FALLING LEAF CT	SHADOW CANYON TRL	CDS - END	354	32	14,566

140,391 Sqft

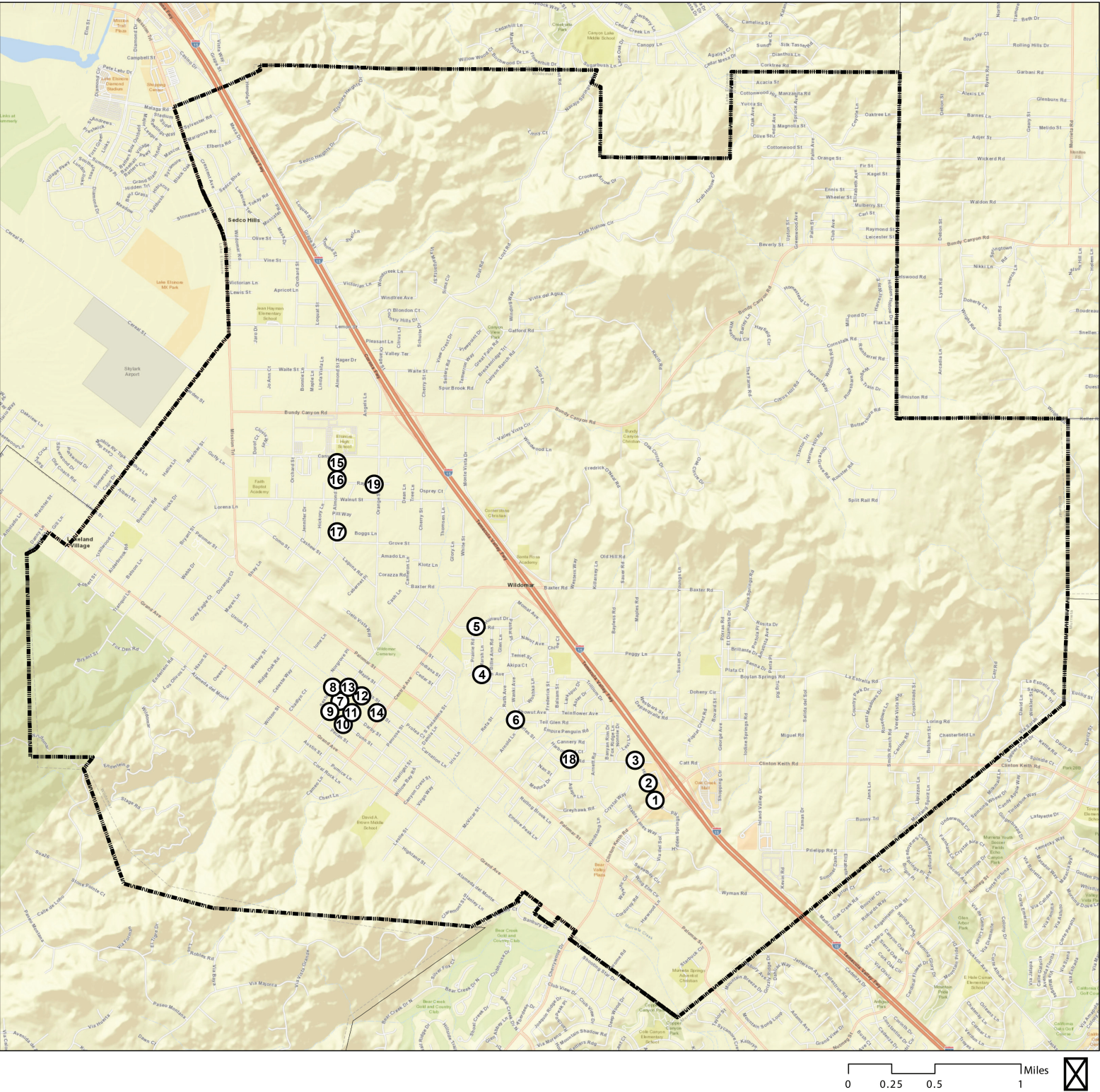
**ADDITIVE EXHIBIT H**

Streets	Beg Location	End Location	Length, LF	Width, LF	True Area, SF
SMITH RANCH RD	CLINTON KEITH RD	CRIMSON LASSO DR	229	52	10,570
CRIMSON LASSO DR	SMITH RANCH RD	HITCHING POST LN	533	36	22,594
HORSESHOE CT	CRIMSON LASSO DR	CDS - END	418	28	14,540
HITCHING POST LN	STIRUP DR	CRIMSON LASSO DR	280	36	11,855
STIRUP DR	LIPIZZAN LN	HITCHING POST LN	247	36	9,310
BAY ROAN CT	LIPIZZAN LN	CDS - END	311	28	11,588
MERIDIAN CT	LIPIZZAN LN	CDS - END	319	28	11,765
GELDING CT	MUSTANG SPIRIT LN	CDS - END	321	28	12,701
MUSTANG SPIRIT LN	HOOFPRIENT DR	GELDING CT	1570	36	55,415
MUSTANG SPIRIT LN	GELDING CT	CDS - END	515	28	17,569
LIPIZZAN LN	MUSTANG SPIRIT LN	HOOFPRIENT DR	1239	36	45,087
HOOFPRIENT DR	LIPIZZAN LN	BRIDLEPATH LN	450	36	18,309
BRIDLEPATH LN	CLINTON KEITH RD	HOOFPRIENT DR	173	36	7,528

248,831 Sqft



# Appendix B. Citywide Dig Out Repair Locations

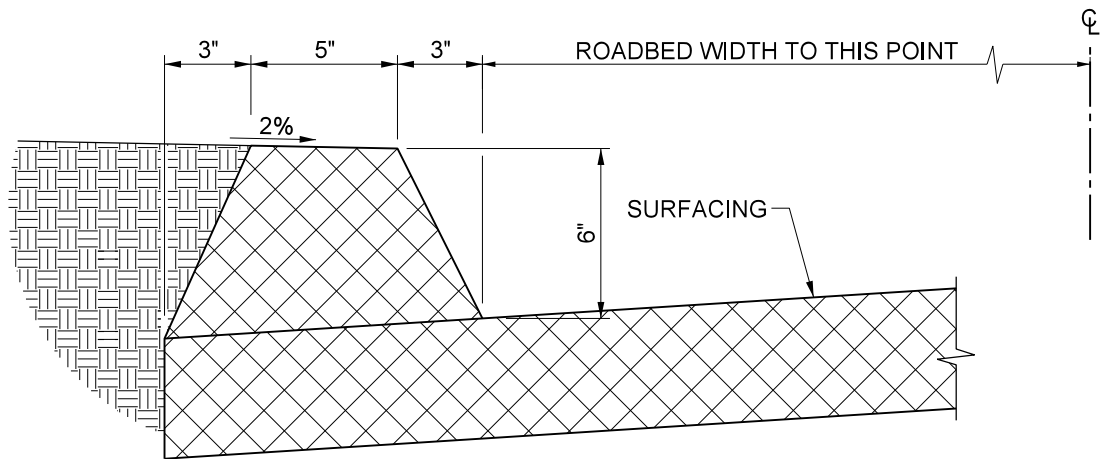




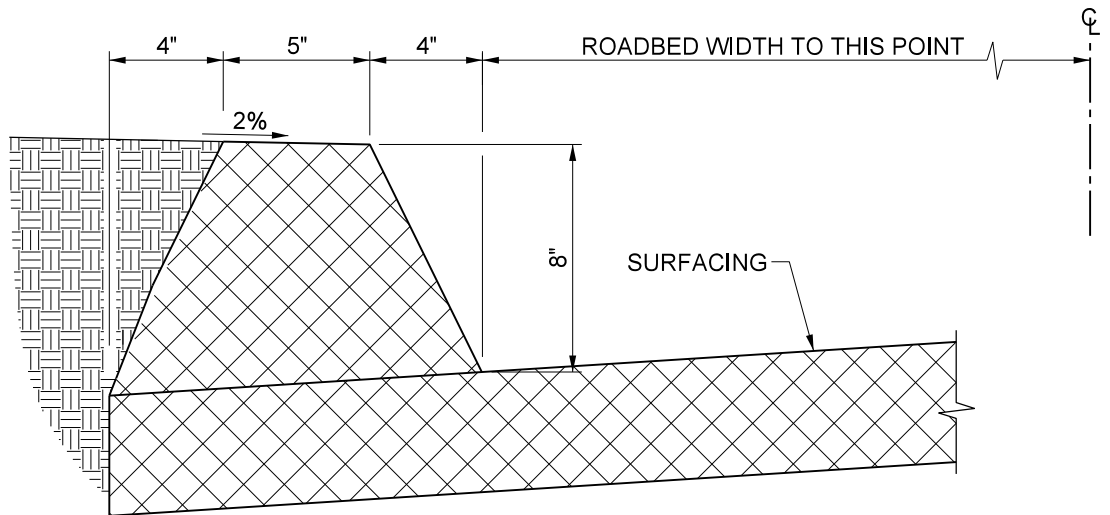
## APPENDIX B

Location	Street Name	Coordinates	Description	W x L	SQFT
1	Hidden Springs Rd.	+33.595197, -117.247452	Depressed and alligator cracking	16' x 32'	512
2	Hidden Springs Rd.	+33.594555, -117.247130	Depression in roadway, pushed out cold patch, alligator	6' x 12'	72
3	Catt Rd.	+33.597862, -117.249450	Alligator cracking no depression, Depression in roadway	32' x 210'	6,720
4	Gierson Ave.	+33.605231, -117.264937	Depression in roadway	12' x 17'	204
5	Cervera rd.	+33.608956, -117.265489	Trench and depression	5' x 28'	140
6	Charles St./ Arnold Ln.	+33.600683, -117.261106	Depression in roadway	11' x 34'	374
7	Gruwell St.	+33.602637, -117.279345	Utility trench with depression	7' x 28'	196
8	Union St.	+33.603079, -117.279160	Bad alligator cracking and dips	27' x 27'	729
9	Darby St.	+33.602607, -117.279348	Depression and alligator cracking (near Gruwell)	9' x 13'	117
10	Dunn St.	+33.600822, -117.278698	Dip across the street (near Elm)	13' x 22'	286
11	Dunn St.	+33.600753, -117.278604	Dip in the middle of the street (near Elm)	10' x 13'	130
12	Front St	+33.602936, -117.276829	Dip across the street, alligator cracking	14' x 16'	224
13	Front St.	+33.602936, -117.276829	Dip on southbound lane with alligator cracking	15' x 16'	240
14	Front St.	+33.601568, -117.275082	Dip on south bound side with minor cracks (near Wildomar Trail)	20' x 21'	420
15	Almond St.	+33.622216, -117.279797	Dip with bad alligator and 2 water valves	13' x 20'	260
16	Almond St.	+33.621898, -117.279859	Dip holding water, bad alligator	7' x 38'	266
17	Almond St.	+33.616113, -117.279906	Dip with some cold patch/ alligator	10' x 11'	110
18	Catt Rd.	+33.597769, -117.255782	Dip middle of lane with manhole and some cracks	15' x 16'	240
19	Raynor St.	+33.620998, -117.275585	Street AC Driveway approach at Orange Street	32' x 48'	1,536
				Total SQFT	12,776

## **Appendix C. Standard Plans**



**6" HMA DIKE**



**8" HMA DIKE**

**NOTE:**

1. HMA DIKE REQUIRED WHERE FILL SLOPES ARE STEEPER THAN 4:1, MATERIAL IS SUSCEPTIBLE TO EROSION, OR WHERE ROADWAY GRADIENT EXCEEDS 3%.

NOT TO SCALE

PREPARED UNDER THE SUPERVISION OF:

*Mark Lancaster*

11/30/22  
DATE

DIRECTOR OF TRANSPORTATION  
MARK LANCASTER, P.E.



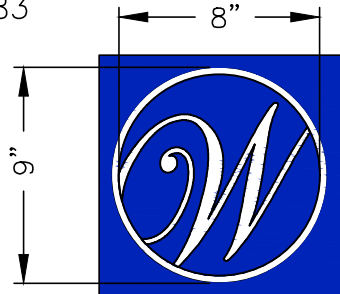
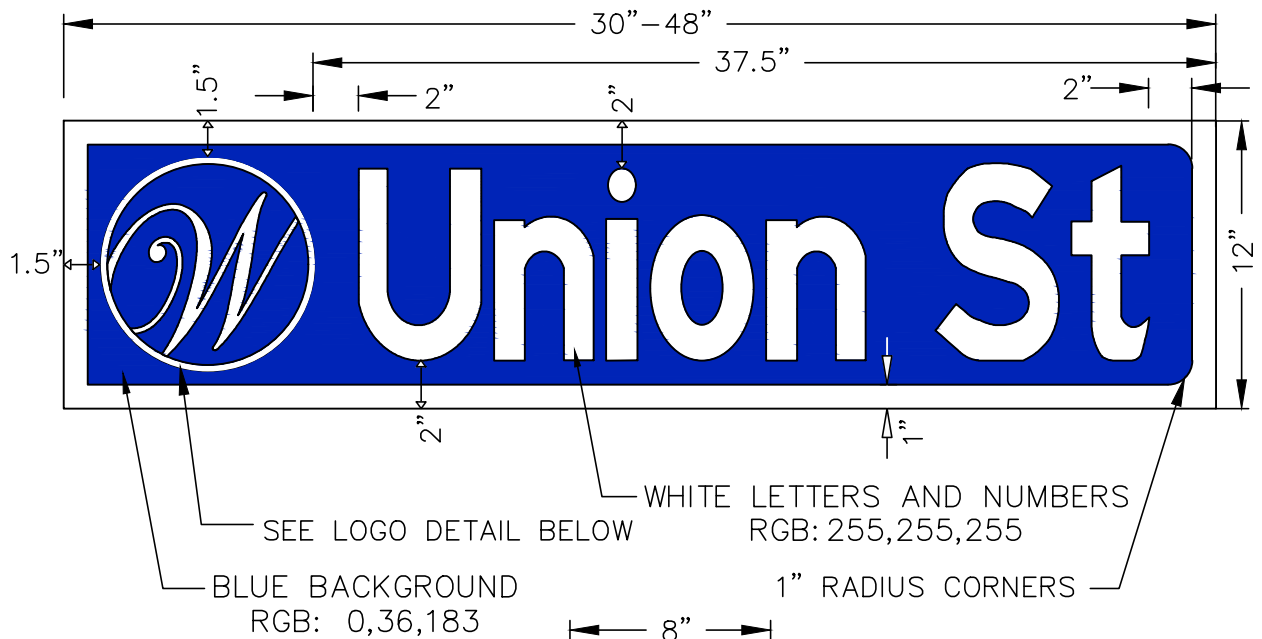
COUNTY OF RIVERSIDE

**HOT MIX  
ASPHALT DIKES**

**STANDARD No. 212**

REVISION	DESCRIPTION	MARK	DATE	APPROVED





LOGO DETAIL  
NOT TO SCALE

**NOTES:**

1. SIGN SHALL BE SG TYPE AS MANUFACTURED BY MCCAIN, INC. OR CITY-APPROVED EQUAL.
2. SIGN SHALL BE DOUBLE-SIDED.
3. REFLECTIVE SHEETING FOR THE SIGN BACKGROUND SHALL BE 3M #1175 BLUE ON 3M DIAMOND GRADE DG3 4090T SHEETING OR CITY-APPROVED EQUAL.
4. REFLECTIVE SHEETING FOR THE LETTERING, 1-INCH BORDER, AND CITY OF WILDOMAR 'W' LOGO SHALL BE 3M DIAMOND GRADE VIP WHITE #3990.
5. STREET NAME LETTERING SHALL BE INTERSTATE FONT, 8-INCH U.C., 6-INCH L.C. TEXT SHALL BE CENTERED IN REMAINING SIGN SPACE BETWEEN THE LOGO AND 1" BORDER WITH 2" OF SPACE BETWEEN THE STREET NAME AND BOTTOM OF SIGN.
6. SIGN SHALL BE MOUNTED PER CALTRANS STANDARD ES-7N.
7. WHEN ONE OF THE INTERSECTING ROADWAYS HAS AN ULTIMATE PAVED WIDTH OR CURBED WIDTH GREATER THAN 40 FEET, SHEET 1 SHALL BE USED FOR ALL SIGN UNITS.
8. WHEN ALL INTERSECTING STREETS HAVE ULTIMATE PAVED WIDTHS OR CURBED WIDTHS OF 40 FEET OR LESS, SHEET 2 SHALL BE USED FOR ALL SIGN UNITS.
9. TWO SIGN UNITS ARE REQUIRED AT INTERSECTIONS WITH FOUR LEGS. THEY SHALL BE ON THE MAJOR STREET, AND ON OPPOSITE CORNERS SO THAT THEY WILL BE ON THE FAR RIGHT-HAND SIDE OF THE INTERSECTION FOR THE TRAFFIC ON THE MAJOR STREET.
10. AT "T" INTERSECTIONS, ONLY ONE STREET NAME SIGN SHALL BE REQUIRED. MORE THAN TWO STREET NAME SIGNS MAY BE REQUIRED AT INTERSECTIONS WITH MORE THAN FOUR LEGS.

APPROVED BY:

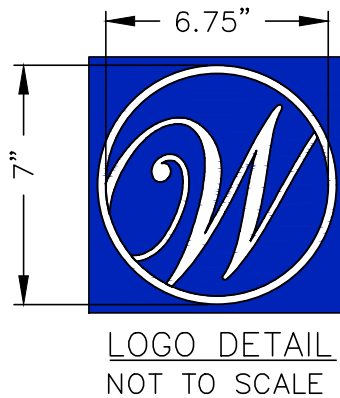
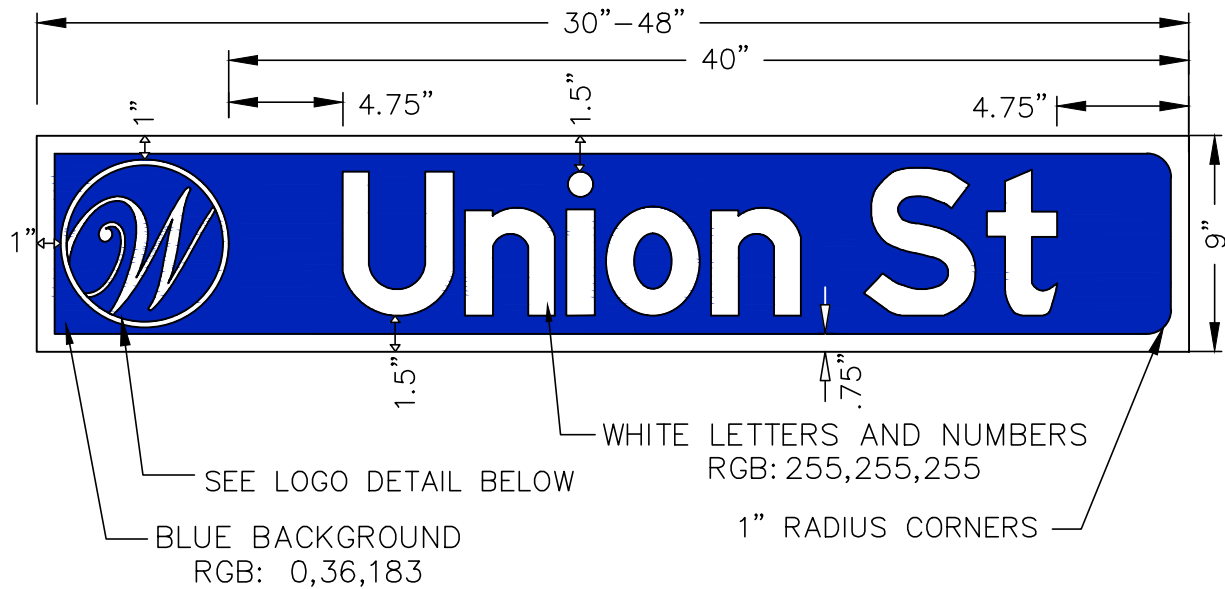
PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE  
JASON FARAG



CITY OF WILDOMAR

**REFLECTIVE STREET NAME SIGN  
(GREATER THAN 40' CURBED WIDTH)  
POLE MOUNTED**

STANDARD NO. **815A** SHEET **1** OF **2**



**NOTES:**

1. SIGN SHALL BE SG TYPE AS MANUFACTURED BY MCCAIN, INC. OR CITY-APPROVED EQUAL.
2. SIGN SHALL BE DOUBLE-SIDED.
3. REFLECTIVE SHEETING FOR THE SIGN BACKGROUND SHALL BE 3M #1175 BLUE ON 3M DIAMOND GRADE DG3 4090T SHEETING OR CITY-APPROVED EQUAL.
4. REFLECTIVE SHEETING FOR THE LETTERING, .75-INCH BORDER, AND CITY OF WILDOMAR 'W' LOGO SHALL BE 3M DIAMOND GRADE VIP WHITE #3990.
5. STREET NAME LETTERING SHALL BE INTERSTATE FONT, 6-INCH U.C., 4-INCH L.C. TEXT SHALL BE CENTERED IN REMAINING SIGN SPACE BETWEEN THE LOGO AND .75" BORDER WITH 1.5" OF SPACE BETWEEN THE STREET NAME AND BOTTOM OF SIGN.
6. SIGN SHALL BE MOUNTED PER CALTRANS STANDARD ES-7N.
7. WHEN ONE OF THE INTERSECTING ROADWAYS HAS AN ULTIMATE PAVED WIDTH OR CURBED WIDTH GREATER THAN 40 FEET, SHEET 1 SHALL BE USED FOR ALL SIGN UNITS.
8. WHEN ALL INTERSECTING STREETS HAVE ULTIMATE PAVED WIDTHS OR CURBED WIDTHS OF 40 FEET OR LESS, SHEET 2 SHALL BE USED FOR ALL SIGN UNITS.
9. TWO SIGN UNITS ARE REQUIRED AT INTERSECTIONS WITH FOUR LEGS. THEY SHALL BE ON THE MAJOR STREET, AND ON OPPOSITE CORNERS SO THAT THEY WILL BE ON THE FAR RIGHT-HAND SIDE OF THE INTERSECTION FOR THE TRAFFIC ON THE MAJOR STREET.
10. AT "T" INTERSECTIONS, ONLY ONE STREET NAME SIGN SHALL BE REQUIRED. MORE THAN TWO STREET NAME SIGNS MAY BE REQUIRED AT INTERSECTIONS WITH MORE THAN FOUR LEGS.

APPROVED BY:

PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE  
JASON FARAG

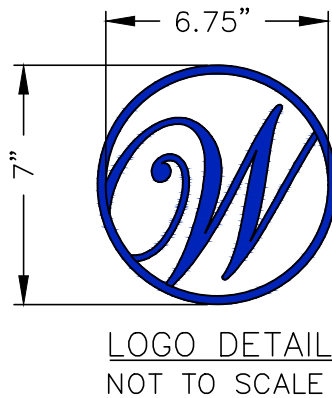
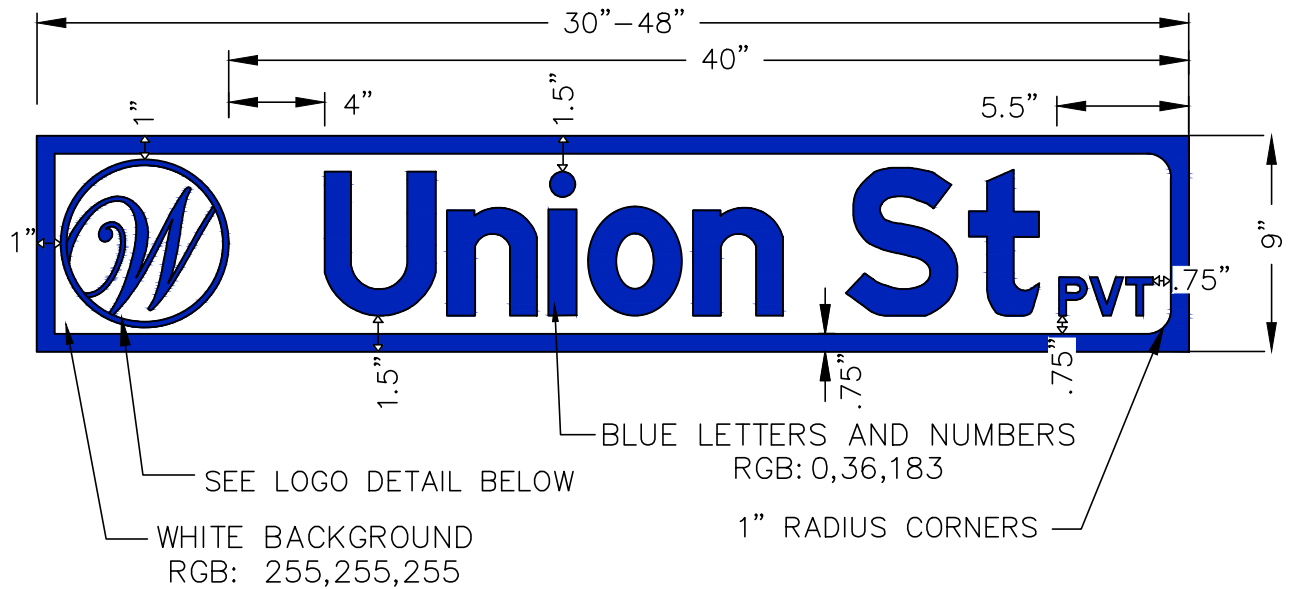


CITY OF WILDOMAR

**REFLECTIVE STREET NAME SIGN  
(40' CURBED WIDTH OR LESS)  
POLE MOUNTED**

STANDARD NO. **815A** SHEET **2** OF **2**

REVISION	APPROVED	BY:	DATE



**NOTES:**

1. SIGN SHALL BE SG TYPE AS MANUFACTURED BY MCCAIN, INC. OR CITY-APPROVED EQUAL.
2. SIGN SHALL BE DOUBLE-SIDED.
3. REFLECTIVE SHEETING FOR THE SIGN BACKGROUND SHALL BE 3M #1175 BLUE ON 3M DIAMOND GRADE DG3 4090T SHEETING OR CITY-APPROVED EQUAL.
4. REFLECTIVE SHEETING FOR THE LETTERING, .75-INCH BORDER, AND CITY OF WILDOMAR 'W' LOGO SHALL BE 3M DIAMOND GRADE VIP WHITE #3990.
5. STREET NAME LETTERING SHALL BE INTERSTATE FONT, 6-INCH U.C., 4-INCH L.C. TEXT SHALL BE CENTERED IN REMAINING SIGN SPACE BETWEEN THE LOGO AND .75" BORDER WITH 1.5" OF SPACE BETWEEN THE STREET NAME AND BOTTOM OF SIGN.
6. SIGN SHALL BE MOUNTED PER CALTRANS STANDARD ES-7N.
7. WHEN ONE OF THE INTERSECTING ROADWAYS HAS AN ULTIMATE PAVED WIDTH OR CURBED WIDTH GREATER THAN 40 FEET, STD. 815A SHEET 1 SIZE REQUIREMENTS SHALL BE USED FOR ALL SIGN UNITS.
8. WHEN ALL INTERSECTING STREETS HAVE ULTIMATE PAVED WIDTHS OR CURBED WIDTH OF 40 FEET OR LESS, STD. 815A SHEET 2 SIZE REQUIREMENTS SHALL BE USED FOR ALL SIGN UNITS.
9. TWO SIGN UNITS ARE REQUIRED AT INTERSECTIONS WITH FOUR LEGS, THEY SHALL BE ON THE MAJOR STREET, AND ON OPPOSITE CORNERS SO THAT THEY WILL BE ON THE FAR RIGHT-HAND SIDE OF THE INTERSECTION FOR THE TRAFFIC ON THE MAJOR STREET.
10. AT "T" INTERSECTIONS, ONLY ONE STREET NAME SIGN SHALL BE REQUIRED. MORE THAN TWO STREET NAME SIGNS MAY BE REQUIRED AT INTERSECTIONS WITH MORE THAN FOUR LEGS.

APPROVED BY:

PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE  
JASON FARAG

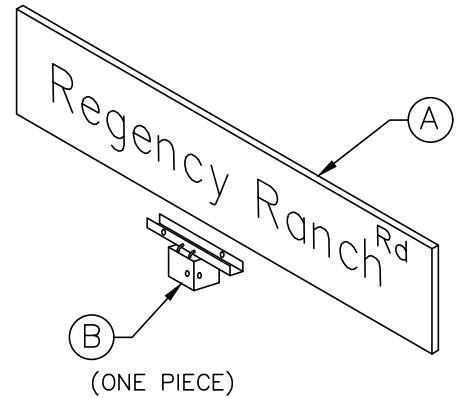
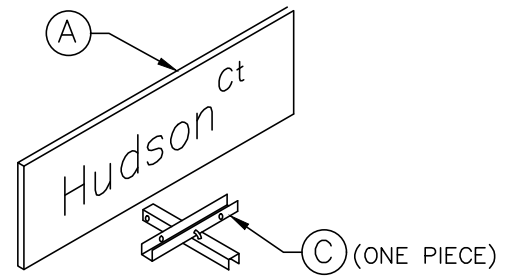
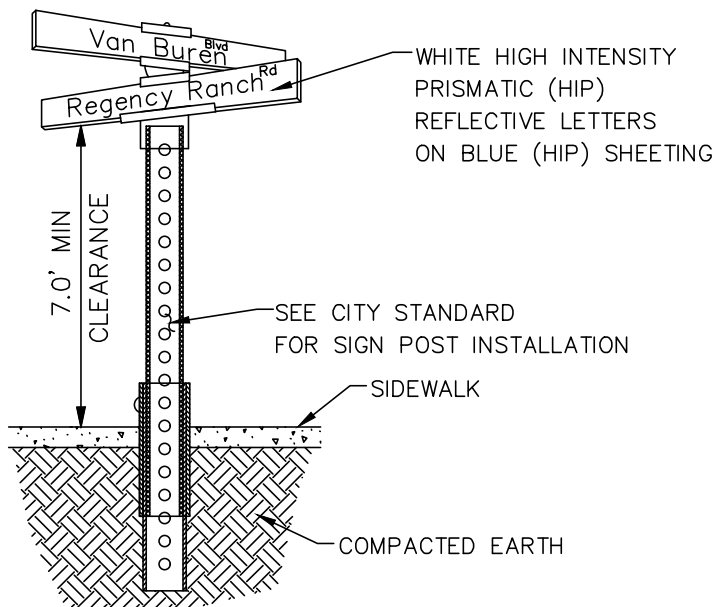


CITY OF WILDOMAR

**REFLECTIVE STREET NAME SIGN  
(PRIVATE)  
POLE MOUNTED**

STANDARD NO. **815B** SHEET **1** OF **1**

REVISION	APPROVED	BY:	DATE



FOR ABBREVIATIONS SEE SHEET 2

NOTES:

- (A) SIGN PLATES (5052-H38 ALUMINUM ALLOY MATERIAL)
- (B) 2" SQ x 12" CAST ANODIZED ALUMINUM POST CAP WITH SIX 3/8" ALLEN HEAD STAINLESS STEEL SET SCREWS TO FIT 0.125" SIGN BLANK
- (C) CENTER CROSS SADDLE SHALL BE 12" ONE-PIECE CAST ANODIZED ALUMINUM WITH FOUR 3/8" STAINLESS STEEL ALLEN HEAD SET SCREWS TO FIT 0.125" SIGN BLANK

APPROVED BY:

PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE  
JASON FARAG



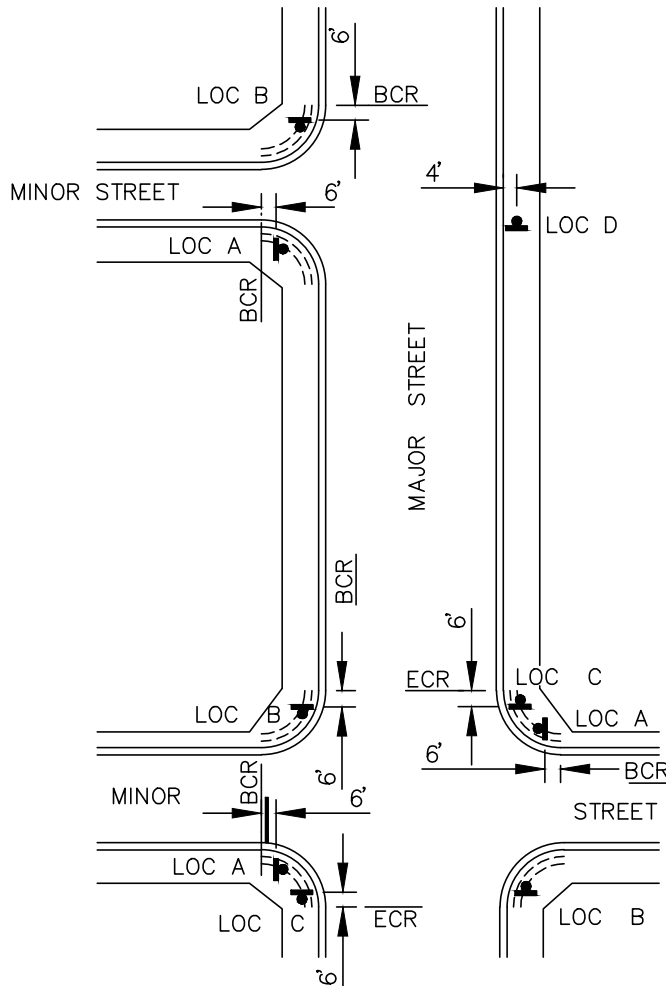
CITY OF WILDOMAR

**REFLECTIVE STREET NAME SIGN  
LOCATION AND INSTALLATION  
DETAILS**

STANDARD NO. **815C** SHEET **1** OF **2**

REVISION	APPROVED	BY:	DATE



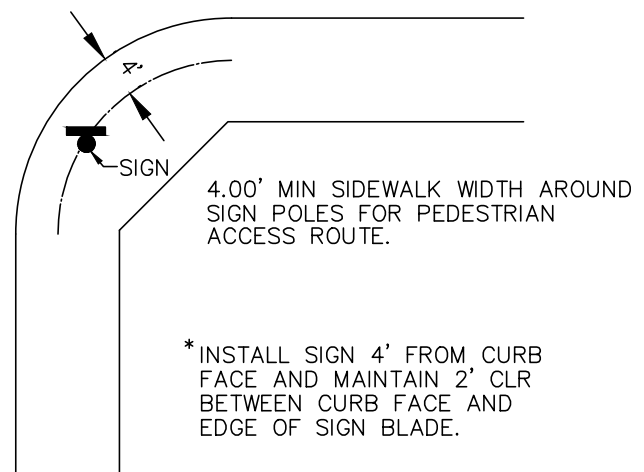


#### SIGN INSTALLATION LOCATIONS

- A. 9" BLADE, WITH MAJOR STREET NAME, PERPENDICULAR TO MINOR STREET.
- B. 12" BLADE, WITH MINOR STREET NAME, PERPENDICULAR TO MAJOR STREET.
- C. 12" BLADE, WITH MINOR STREET NAME, PERPENDICULAR TO MAJOR STREET.  
\* (ONLY INSTALL SIGN LOC C IF SIGN LOC B DOES NOT PROVIDE GOOD SIGN VISIBILITY)

\* FINAL SIGN LOCATION TO BE DETERMINED BY ENGINEER.

#### SIGN INSTALLATION DETAILS

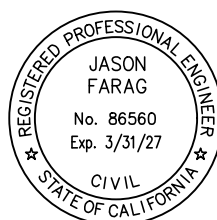


SIGNS SHALL NOT EXCEED 48". IF STREET NAME CONTAINS A SECOND WORD, SECOND WORD MAY BE ABBREVIATED AS FOLLOWS:

SUFFIX	ABBR
AVENUE	Ave
BOULEVARD	Blvd
CANYON	Cyn
CENTER	Ctr
CIRCLE	Cir
COURT	Ct
DRIVE	Dr
LANE	Ln
LOOP	Lp
PARKWAY	Pkwy
PLACE	Pl
RANCH	Rch
ROAD	Rd
SCHOOL	Sch
SPRING	Spr
STREET	St
TERRACE	Ter
TRAIL	Tr
WAY	Way

APPROVED BY:

PUBLIC WORKS DIRECTOR/CITY ENGINEER DATE  
JASON FARAG



CITY OF WILDOMAR

### **REFLECTIVE STREET NAME SIGN LOCATION AND INSTALLATION DETAILS**

STANDARD NO. **815C** SHEET **2** OF **2**

REVISION APPROVED BY: DATE