CITY OF WILDOMAR CITY COUNCIL
AGENDA

6:30 P.M. – ADJOURNED REGULAR MEETING

SEPTEMBER 23, 2015
Council Chambers
23873 Clinton Keith Road

Ben Benoit, Mayor
Bridgette Moore, Mayor Pro Tem
Bob Cashman, Council Member
Marsha Swanson, Council Member
Timothy Walker, Council Member

Gary Nordquist
City Manager

Thomas D. Jex
City Attorney

WILDOMAR CITY COUNCIL
ADJOURNED REGULAR MEETING AGENDA
SEPTEMBER 23, 2015

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 6:30 p.m. Closed Sessions begin at 5:30 p.m. or such other time as noted.

REPORTS: All agenda items and reports are available for review at: Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

ADDITIONS/DELETIONS: Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

CONSENT CALENDAR: Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

PLEASE TURN ALL DEVICES TO VIBRATE/MUTE/OFF FOR THE DURATION OF THE MEETING. YOUR COOPERATION IS APPRECIATED.

CALL TO ORDER – ADJOURNED REGULAR SESSION - 6:30 P.M.

ROLL CALL

FLAG SALUTE

PUBLIC COMMENTS

This is the time when the Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda.

State law allows the Council to only talk about items that are listed on the agenda. **Speakers are allowed to raise issues not listed on the agenda; however, the law does not allow the City Council to discuss those issues during the meeting.** After hearing the matter, the Mayor will turn the matter over to the City Manager who will put you in contact with the proper Staff person. Each speaker is asked to fill out a Public Comments Card available at the Chamber door and submit the card to the City Clerk. **Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally.** The time limit established for public comments is three minutes per speaker.

Prior to taking action on any item that is on the agenda, the public will be permitted to comment at the time it is considered by the City Council.

COUNCIL COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or, if it is the desire of the City Council, the agenda can be reordered, added to, or have items tabled at this time.

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the Public, or Staff request to have specific items removed from the Consent Calendar for separate discussion and/or action.

1.1 Reading of Ordinances

RECOMMENDATION: Staff recommends that the City Council approve the reading by title only of all ordinances.

1.2 Award of a Construction Contract for Marna O'Brien Park ADA Swing Reinstallation Project (CIP 0036)

RECOMMENDATION: Staff recommends that the City Council:

1. Appropriate funding for play area improvements;

2. Authorize the City Manager to execute a construction contract with Micon Construction Inc. in the amount of $30,696.00 for the Marna O'Brien Park ADA Swing Reinstallation Project (CIP 0036); and

3. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

2.0 PUBLIC HEARINGS

2.1 Elm Street Residential Project - Planning Application No. 08-0154 (Continued from 09-09-15)

RECOMMENDATION: The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING & REPORTING PROGRAM IN ACCORDANCE WITH SECTION 15074 OF THE CEQA GUIDELINES FOR CHANGE OF ZONE NO. 08-0154 AND TENTATIVE TRACT MAP NO. 33840 (PLANNING APPLICATION NO. 08-0154) FOR A 4.16 ACRE PROJECT SITE LOCATED AT THE TERMINUS OF ELM STREET BETWEEN GRUWELL STREET AND CENTRAL STREET (APN: 376-043-027)

2. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 08-0154) FROM R-R (RURAL RESIDENTIAL) TO R-1 (ONE-FAMILY DWELLING) FOR A 4.16-ACRE SITE LOCATED AT THE TERMINUS OF ELM STREET BETWEEN GRUWELL STREET AND CENTRAL STREET (APN: 376-043-027)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 33840 (PLANNING APPLICATION NO. 08-0154) FOR THE SUBDIVISION OF APPROXIMATELY 4.16 ACRES INTO 15 PARCELS, SUBJECT TO CONDITIONS, LOCATED AT THE TERMINUS OF ELM STREET BETWEEN GRUWELL STREET AND CENTRAL STREET (APN: 376-043-027)

3.0 GENERAL BUSINESS

3.1 Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project (Continued from 09-09-15)

RECOMMENDATION: Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR THE WILDOMAR MASTER DRAINAGE PLAN LATERAL C-1 STORM DRAIN PROJECT

2. Approve the construction plans, specifications and estimate and authorize staff to advertise for bids.

3.2 ZIP Code Boundary Review

RECOMMENDATION: Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING THE U.S POSTAL DISTRICT MANAGER TO CONDUCT A ZIP CODE BOUNDARY REVIEW

3.3 Award of a Construction Contract for Clinton Keith Road Resurfacing Project (CIP 0034)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize the City Manager to execute a construction contract with American Asphalt South, Inc. in the amount of $121,051.42 for the Clinton Keith Road resurfacing Project (CIP 0034); and

2. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

3.4 Award of Construction Contract for Hidden Springs Traffic Signal Modification Project (CIP 0017)

RECOMMENDATION: Staff recommends that the City Council:

1. Authorize City Manager to execute a construction contract with PTM General Engineering Services Inc. in the amount of $35,935.00 for the Hidden Springs Traffic Signal Modification Project (CIP 0017); and

2. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

3.5 Grand Avenue Bike Lanes and Multi-purpose Trail Update

RECOMMENDATION: Staff recommends that the City Council receive and file the staff report.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURNMENT

City Council/Wildomar Cemetery District Regular Meeting Schedule

October 14	February 10	June 8
November 11	March 9	July 13
December 9	April 13	August 10
January 13	May 11	

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on September 17, 2015, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road;
U.S. Post Office, 21392 Palomar Street;
Wildomar Library, 34303 Mission Trail Blvd.

Debbie A. Lee

Debbie A. Lee, City Clerk

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.2
CONSENT CALENDAR
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Matt Bennett, Deputy City Engineer

SUBJECT: Award of a Construction Contract for Marna O'Brien Park ADA Swing Reinstallation Project (CIP 0036)

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Appropriate funding for play area improvements; and

2. Authorize the City Manager to execute a construction contract with Micon Construction Inc. in the amount of $30,696.00 for the Marna O'Brien Park ADA Swing Reinstallation Project (CIP 0036); and

3. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

BACKGROUND:
The CIP 0036 Project will construct Marna O'Brien Park improvements located near Palomar Street and Bryant Street. Project includes pedestrian traffic control, grading of existing compacted earth area, construction of concrete slab to include re-installation of disassembled ADA swing, installation of poured in place rubber surfacing, construction of fencing around swing area, and signage.

The CIP 0036 project was determined to be categorically exempt from further environmental review required by the California Environmental Quality Act, Section 15301(c) - Class 1 – Existing Facilities because the project work is on a developed park and sidewalk and the project is for the purposes of public safety.

DISCUSSION:
The project was advertised for bids on August 3, 2015. The City Clerk received nine bids on Thursday, August 27, 2015 as follows:

Contractor Name	Bid Amount
Micon Construction Inc.	$30,696.00
R.E. Schultz Construction	$31,207.00
Fleming Environmental Inc.	$36,575.00
IVL Contractors Inc.	$37,100.00
Unlimited Engineering Contracting	$39,165.00
N.D. Construction Company	$40,188.00
Redhawk Services	$42,500.00
Atom Engineering Construction	$58,398.00
The Richards Group	$68,000.00

The Engineer's Opinion of Construction Costs for these projects was $25,000.00.

Staff has reviewed the bids and the entire bid packages and determined that Micon Construction Inc. is the responsible bidder submitting the lowest responsive bid.

Micon Construction Inc. holds a valid Class A General Contractor's license in the State of California, with no enforcement actions listed. Their license expires in December, 2015. The Experience/Qualifications Statement that was submitted with the bid documents indicate that Micon Construction Inc. has engaged in contracting under the current name for eighteen years, and has never failed to satisfactorily complete a contract. Micon Construction Inc. listed several grading and playground equipment projects completed in between 2012 and 2015 ranging in value from $48,755 to $498,400. These projects were completed for Cities and Agencies in Los Angeles and Orange County.

The contract allows 20 working days to complete the required work. Based on construction starting within 10 working days after this award, construction would start on October 13, 2015 and the contract should be complete on November 9, 2015.

FISCAL IMPACTS:
Appropriate $34,000 from Parks DIF Fund 460 for Marna O'Brien Park ADA Swing. Encumber $30,696.00 for the Construction Contract. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
A. Improvement Plan Schematic
B. Micon Construction Inc. Bid Package
C. Short-Form Construction Contract

ATTACHMENT A

EXHIBIT - A

ADA Swing Re-Installation Site

EXHIBIT - A

ADA Swing Construction Instructions

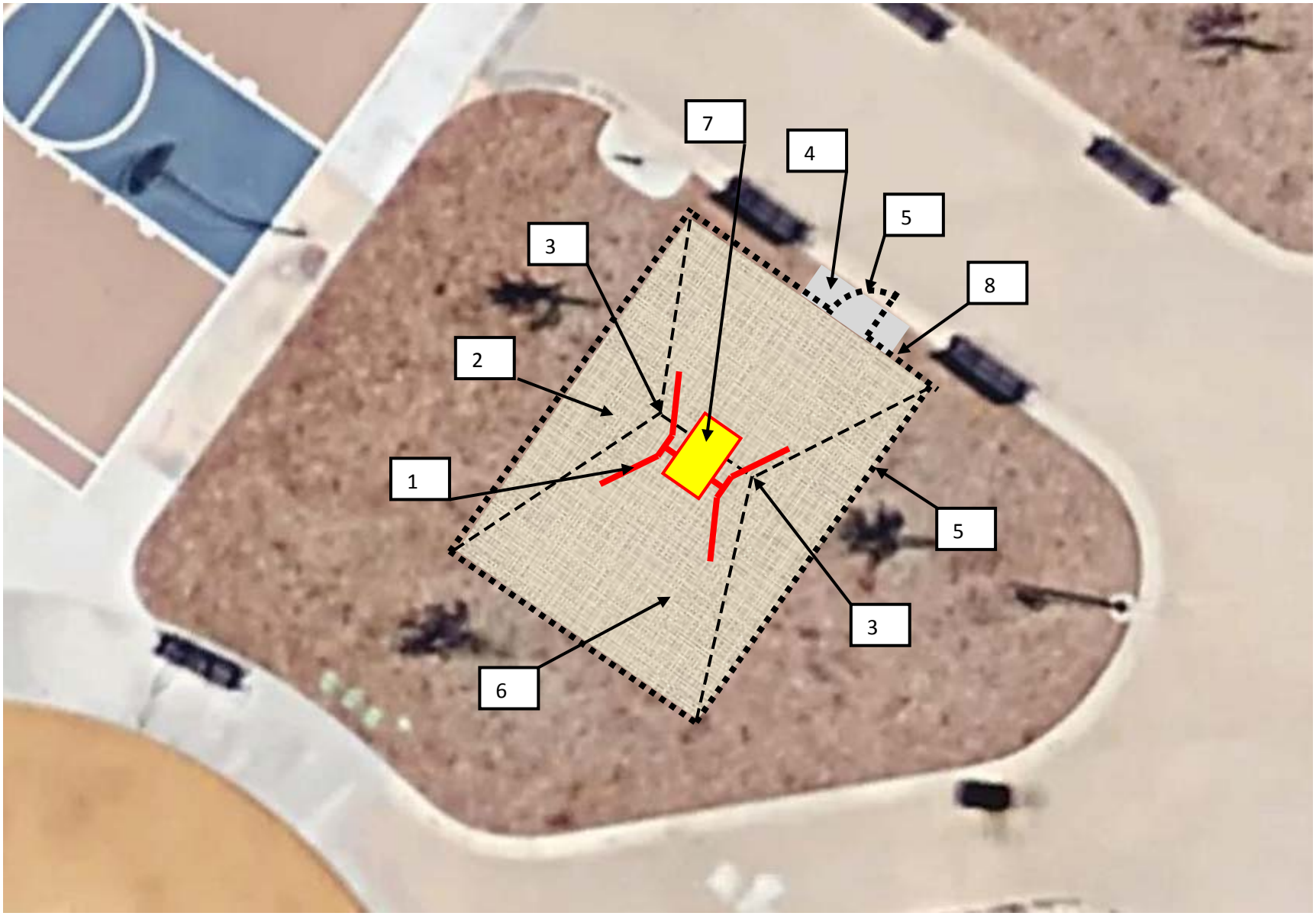
General

- Attend and participate in a pre-construction meeting.
- Review with City Inspector any questions about site work or conditions.
- Secure from the City the unassembled swing parts and components
- Mobilize at the site with appropriate equipment to commence work and secure site.
- Install and Maintain Pedestrian Traffic Control
- Grub / clear site, layout new slab location and confirm layout with City Inspector
- Perform minor grading and excavation to begin slab work.

Specific Directions (refer to site plan numbered indicators)

1. Refer to manufacturer's installation for swing support and hardware. Confirm with the City that the contractor has possession of all parts and pieces for Swing re-assembly. Assemble the swing support system and place support legs so that cross swing crossbar and legs are centered within the slab boundaries.
2. The finished elevation of the new 20' X 30' slap along with the liquid rubber surface shall match to the abutting walkway. Install 4" of crushed rock with 6'X6' welded wire mesh supported at middle of slab thickness. Place 4" of 3000 psi concrete over 4" prepared surface and cure slab consistent with City General Specifications. Install one u-bolt into slab on each side of the swing platform near the hinge for the load ramp and 1' away from the platform.
3. The finished surface of the concrete shall form a ridge ¾" higher than the edge perimeter and slope as away from the center for drainage purposes. The finished surface of the liquid rubber surface shall **NOT** be used to create drainage and shall be a uniform thickness over the entire concrete slab.
4. The transition concrete slab between the new slab and the walkway shall function to align the level slab with existing walkway elevation changes.
5. Provide and install a 4'-0" high top rail galvanized chain link fence with 3'-6" lockable gate at the outside edge of the new slab.
6. Using certified installers, provide and install poured in place rubber surface material - GameTime GTIMPAX, or approved equal Poured in Place Rubber – Classic – green color as directed by the manufacturer's instructions. 3 year product warranty is required.
7. Install the platform to remain level with 4" of clearance between platform and finished rubber surface. To keep the platform from moving during loading and to secure the swing when not in use, secure the platform to the u-bolts with a chain or cable and appropriate locks so that the platform is stabilized with minimum movement allowed. Users shall be responsible to keep the platform locked and secure before leaving the site.
8. Secure sign, constructed to match other park signage, to fence that reads:
   "This swing is for use by disabled persons in wheelchairs. All users must be accompanied by at least one adult. When not in use this swing shall be locked in place."

EXHIBIT - A



ADA Swing Re-Installation Site Plan

ATTACHMENT B

A-1. 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: SFH Date: 8·18·15

Bid Form

To be filled in and signed by the bidder.

Initial: SFH Date: 8·18·15

A-2. 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 (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: SFH Date: 8·18·15

A-3. 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: SFH Date: 8·18·15

A-4. 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: SFH Date: 8·18·15

A-5. 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: SFH Date: 8·18·15

A-6. Insurance Requirements

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

Initial: _____ Date: 8·18·15

A-7. Project Inspection

The bidder certifies that he has toured the project site and is familiar with the work involved.

Initial: _____ Date: 8·18·15

A-8. 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: 8·18·15

A-9. 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: 8·18·15

A-10. Addenda

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

Initial: _____ Date: 8·18·15

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 George Avenue Sidewalk Infill Improvement project 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 201, 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 forty (40) 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, (X) surety bid bond (check as appropriate) in an amount of not less that 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):	Micon Construction, Inc.
Bidders Signature:	Gene F. Holle
Bidder's Name (Printed):	Gene F. Holle
Bidders Title:	President
Address:	1616 E. Sierra Madre Circle Placentia, CA 92870
Phone Number:	800 949-0203
Date:	8-5-2015
Contractor's License Number:	744198
Contractor's License Classification:	A,B,C8, C12, C27, C61, D12, C61, D34
Contractor's License Exp. Date:	12-31-2015

(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.

Marna O'Brien Park ADA Swing Re-Installation Project					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
	All labor and material necessary for a project related Water Pollution Control Program	LS	1	$275.00	$275.00
	All labor and material necessary for project related Mobilization, temporary barriers, and security of the site during the entire construction Project. Existing Park toilet facilities may be used in lieu of temporary construction toilets. Park water may be used with appropriate control devices provided by the Contractor.	LS	1	$1,650.00	$1,650.00
	All labor and material necessary for project related Construction Area Traffic Control	LS	1	$902.00	$902.00
	All labor and material necessary for project Minor Grading	LS	1	$2,310.00	$2310.00
	All labor and material necessary for project related formwork, placement, and finishing of new concrete slab and reassembly and erection of City provided ADA swing	LS	1	$8,124.00	$8,124.00
	All labor and material necessary for project related installation of poured rubber play surface atop new slab	LS	1	$9,900.00	$9,900.00

	All labor and material necessary for project related 4 foot high chain link fence with a 3'-6" gate surrounding the new concrete slab	LS	1	$6,600.00	$6,600.00
	All labor and material necessary for project related signage	LS	1	$550.00	$550.00
	All other labor and material necessary for project permitting, inspection, construction debris clean-up / removal, general overhead and all other work not contained in another bid item.	LS	1	$385.00	$385.00
				TOTAL BID PRICE	$30,696.00

** The basis of comparison of bids shall be by evaluation of the TOTAL BID PRICE

Note: LS = Lump Sum
LF = Lineal Feet
SF = Square Feet
SY = Square Yards
EA = Each

Contractor's Name (Printed): Micon Construction, Inc

Bidders Signature: Gene F. Holle

Bidders Name (Printed): Gene F. Holle (President)
(Same Signature as on Proposal)

Bidders Title: President

Date: 8-5-2015

SECTION E.
NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, the undersigned, an authorized representative of Micon Construction, Inc., 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.

Contractor's Name (Printed): Gene F. Holle

Bidders Signature: Gene F. Holle
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): Gene F. Holle

Bidders Title: President

Date: 8-5-2015

Subscribed and sworn to before me

this 5 day of August, 2015.

See attached

Signature of Notary Public

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange S.S.

On August 5, 2015 before me, Kimberly Garrigues, Notary Public,
Name of Notary Public, Title

personally appeared Gene F. Holle, President
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

NRO1 KIMBERLY GARRIGUES COMM. #2078707 Notary Public California Orange County My Comm. Expires Aug. 19, 2018 NRO1

WITNESS my hand and official seal.

Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of non-collusion Wildomar,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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SECTION F.
EXPERIENCE/QUALIFICATIONS STATEMENT

The bidder has been engaged in the contracting business, under the present business name for 21 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 21 years.

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

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

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	Please see attached		

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.

Quantity	Name, Type and Capacity	Condition	Location
	We own all our equipment		

Contractor's Name (Printed): Gene F. Holle

Bidders Signature: Gene F Holle

Bidders Name (Printed): Gene F. Holle
(Same Signature as on Bid Proposal Form)

Bidders Title: Preisdent

Date: 8-5-2015

MICON CONSTRUCTION INC.
COMPLETED PROJECTS

MARK TWAIN ELEMENTARY SCHOOL PLAYGROUND.....*$53,937.00*
Lawndale, CA.....*complete 1/15*
Installation of playground equipment, demo, concrete, etc.
Owner: Lawndale School District
4161 W. 147th St.
Lawndale, CA
Jorge Ramirez, Purchasing Department
310.973.1300

FAIRGROVE ACADAMY/ WEDGEWORTH ELEMENTARY..... *$48,755.00*
La Puente and Hacienda Heights, CA.....*complete 1/15*
Installation of playground equipment, concrete, etc.
Owner: Hacienda La Puente USD
15959 E. Gale Ave P.O. Box 60002
City of Industry, CA 91716
Robert Wilcox, Maintenance Director
626.543.3988

COURTNEY'S SANDCASTLE.....*$439,579.00*
San Clemente, CA.....*complete 12/14*
Demolition, grading, concrete, water feature, granite ball, shade structure, ADA ramps, handrails, landscape, irrigation and installation of site furnishings.
Owner: City of San Clemente
987 Avenida Vista Hermosa
San Clemente, CA 92673
Sharon Heider, B. P. & R. Director
949.361.8263

MASON PARK SPLASHPAD.....*$211,364.00*
Los Angeles, CA..... *complete 4/14*
Demolition, grading, installation of Vortex equipment, concrete, site furnishings, landscape/ irrigation, etc.
Owner: Los Angeles Parks Foundation
11973 San Vicente Blvd #200
Los Angeles, CA 90049
Judith Kieffer, Executive Director
310.472.1990

DEL NORTE SPLASHPAD.....*$498,441.00*
West Covina, CA..... *...complete7/12*
Demolition, grading, site prep, installation of Vortex equipment, concrete, masonry, site furnishings, landscape, irrigation etc.
Owner: City of West Covina
1444 W. Garvey Ave...
West Covina, CA 91790
Mike Shott, Project Manager
626.201.3317

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 (Name & Location)	PORTION OF WORK
Orange Coast Fence, Santa Ana	Fencing

Contractor's Name (Printed): Gene F. Holle

Bidders Signature: Gene F. Holle

Bidders Name (Printed): Gene F. Holle
(Same Signature as on Bid Proposal Form)

Bidders Title: President

Date: 8-5-2015

SECTION D.
BIDDER'S BOND

We Micon Construction, Inc. as Principal, and Developers Surety and Indemnity Company as Surety are bound unto the City of Wildomar, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee 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 Obligee, for

CIP #036, Marna O'Brien Park ADA Swing Re-Installation Project

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

for which bids are to be opened at Wildomar, California

(Insert place where bids will be opened)

on August 20, 2015

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 Obligee, 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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: August 17, 2015 AD

Micon Construction, Inc.

By Gene P. Hall
Principal

Business Address 1616 Sierra Madre
Placentia, CA 92870

Developers Surety and Indemnity Company

*By Laurie B Druck
Surety Laurie B. Druck, Attorney-in-Fact

Business Address 17771 Cowan, Suite 100
Irvine, CA 92614

CERTIFICATE OF ACKNOWLEDGMENT

City of Wildomar

County of _____ SS

See attached

On this _____ day of _____ in the year 2015____ 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."**

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } s.s.

On August 18, 2015 before me, Kimberly Garrigues, Notary Public,
Name of Notary Public, Title

personally appeared Gene F. Holle, President
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

KIMBERLY GARRIGUES
COMM. #2078707
Notary Public California
Orange County
My Comm. Expires Aug. 19, 2018
NRO1

WITNESS my hand and official seal.

Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond Wildomar Swing,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino) ss.

On August 17, 2015 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Laurie B. Druck
Name(s) of Signer(s)

CYNTHIA J. YOUNG
Commission # 1982442
Notary Public - California
San Bernardino County
My Comm. Expires Jul 15, 2016

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia J. Young
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

❒ Individual
❒ Corporate Officer
Title _____
❒ Partner -- ❒ Limited ❒ General
❒ Attorney-in-Fact
❒ Trustee
❒ Guardian or Conservator
Other: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
_____
_____

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: Daniel Young
Daniel Young, Senior Vice-President

By: [signature]
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond
Lucille Raymond, Notary Public

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 17th day of August, 2015

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.01/15)

City of Wildomar

ADDENDUM No. 1
For

Marna O'Brien Park ADA Swing Re-Installation Project

CIP 0036

Approved By: _____ DATE: 8-12-15
Deputy City Engineer

Acknowledged By: _____ DATE: 8-18-15
Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

ADDENDUM NO 1

Marna O'Brien Park ADA Swing Re-Installation Project

The following amendments shall be made to the Marna O'Brien Park ADA Swing Re-Installation Project.

1. The proposal submittal due date and time is hereby changed to 4PM on Thursday, August 27th, 2015.
2. There will be no pre-proposal site meeting or walk through.
3. The Engineer's Estimate for this work is $25,000.
4. The swing manufacturer assembly instructions are being provided as an attachment with this Addendum No. 1. See attachment titled "**381-404H HD Adult Wheelchair Swing Frame & Hangers (perm)**" (12 pages total)

381-404H HD Adult Wheelchair Swing Frame & Hangers(perm)

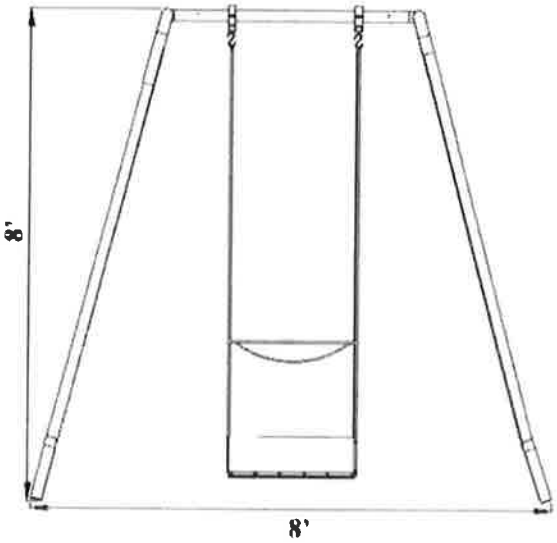
Rev. 10/06/2010

IMPORTANT

PLEASE READ THESE INSTRUCTIONS BEFORE COMMENCING ASSEMBLY. All equipment must be installed in accordance with these instructions. Check your shipment against Bill of Lading and Parts list. Any missing or broken parts must be reported to your distributor within 10 days of receipt of your order. When properly installed and maintained, equipment will give many years of Safe, Trouble-Free use. Periodically check for loose or broken parts. Loose bolts must be tightened and broken parts must be replaced as they can possibly create dangerous situations leading to unnecessary accidents. Resilient Surfacing should be used under all playground equipment.

Appropriate publications, available at no charge, from the Consumer Product Safety Commission, include "A Handbook for Public Playground Safety". You can receive your free copy by calling 1-301-504-7908 or at www.cpsc.gov. You can get a copy of the ASTM standards for Play Equipment and Safety surfacing at www.astm.org

Safety Surfacing - Use of safety surfacing in compliance with ASTM specification F1292 is required. Contact your surfacing supplier for required surfacing depth for this equipment.



NOTE: ADULT SUPERVISION IS REQUIRED FOR THIS EQUIPMENT. SECURE THE PLATFORM TO THE FRAME WHEN NOT IN USE.

PACKING LIST

1	CTN		Hardware Bag
1	CTN	383-414	Main Platform/Chain Assembly
1	CTN	382-415	Back Platform/Chain Assembly
		383-416	Front Platform/Chain Assembly
			Platform Hardware Bag
2	WF	383-511	End Fitting
1	PIPE	383-220	Top Rail 2 3/8" od x 4'
4	PIPE	583-601A	Leg/post 1 7/8" OD x 11'

HARDWARE BAG

2	585-520	2 3/8" Swing Hanger
6	196-802	1/2" x 1/2" Socket Set Screw
1	416-400	1/4" Socket Key
2	116-545	5/16 x 2 1/2" Button Head Bolt
2	216-512	5/16" Button Head Nut
2	326-501	5/16" Lock Washer
2	416-350	3/16 Hex Key
1	805-532	Warning Label
1	805-534	SportsPlay Label
1		Maintenance Checklist

3 CTN	2 WF	5 PIPE	10 TOTAL PCS	Weight 232#	Class 70

SportsPlay Equipment, Inc., 5642 Natural Bridge, St. Louis, MO 63120 (314) 389-4140
www.sportsplayinc.com

381-404H HD Adult Wheelchair Swing Frame & Hangers (perm)

DETAILS

Equipment Dimension	8'L X 8'D X 8' H	
Use Zone	20'L x 32'D	
User Age		
Number of Users	1	
Minimum Recommended Number of People for Installation	2	
Installation Time/Total Man Hours	4/8	Does not include concrete cure time

MATERIAL SPECIFICATIONS

Vertical posts	1 7/8" od 13ga Flo-Coat galvanized tube	***Hardware***	Stainless Steel
Top Rail	2 3/8" od 13ga Flo-Coat galvanized tube	***Paint***	Electrostatically applied & Oven Cured Powder Coating
Fittings	2 3/8"od 10ga & 2 7/8" od 8ga Flo-Coat galvanized painted tube	***S-Hook***	3/8" O.D., 3" long zinc coated
Swing Hangers	*Standard*: stamped steel, split clamp with ductile hanger and bronze bearings. *Heavy Duty*: galvanized ductile iron with oil impregnated bronze bearings.	***Chain***	Hot dip galvanized 4/0 chain link Material diameter is .218 inches. Nominal inside link dimensions 1.29" x .38" with a working load limit of 670 pounds.
Platform	12ga punched steel with Thermoplastic coating welded support straps with bolt on piano hinges	***OPTIONAL***	582-965 Bolt on Pull Chain Attachment

GENERAL FOOTING RECOMMENDATIONS

Diameter and depth of footings illustrated are satisfactory in most applications for pipe sizes up to 2 3/8" diameter. Varying soil & climatic conditions may require deeper and heavier footings in some areas. Check local building codes. If code requires a deeper footing than you must dig it deeper, but do not any additional post to the hole unless you are using less than 12" of surfacing.

Diagram:
Permanent Installation

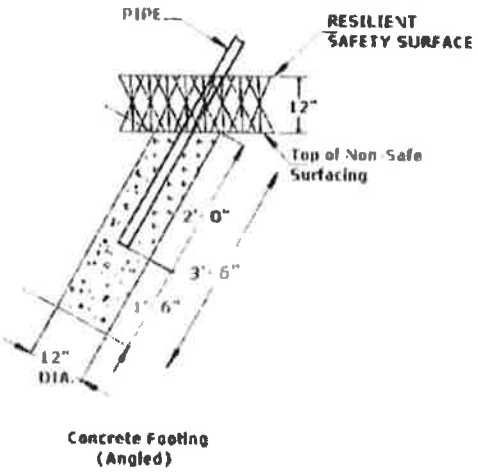
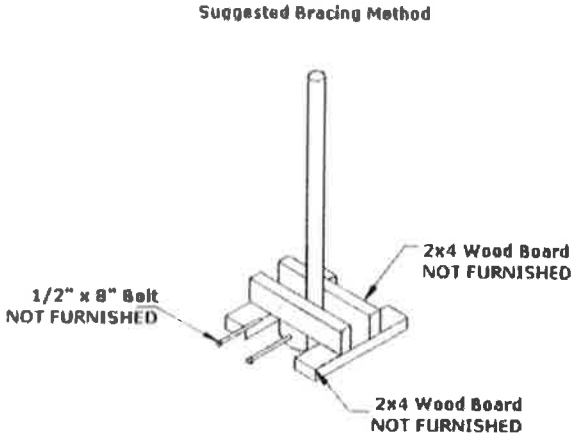


Diagram:
Suggested Bracing Method



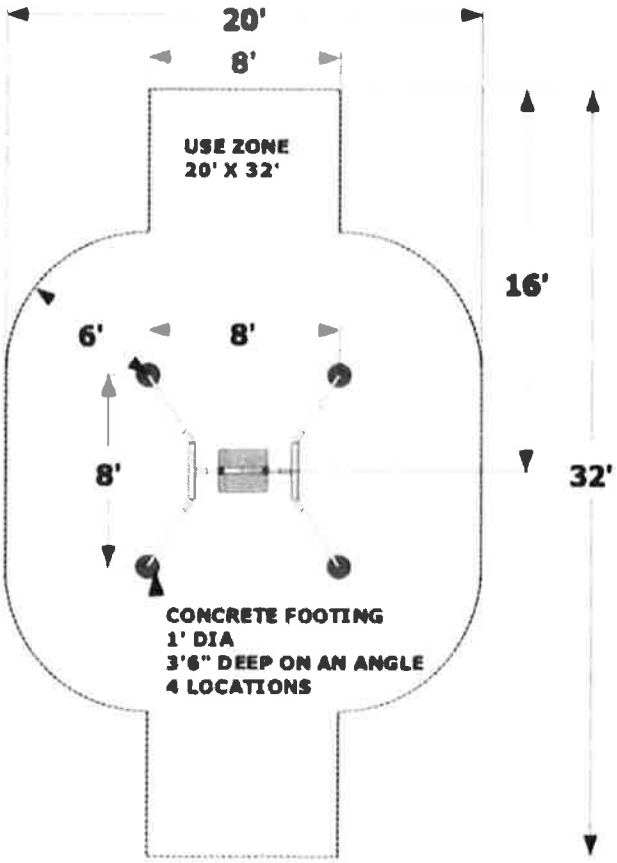
Footing

Total footing depth is 3' 6" (at the required angle) plus 12" of surfacing. SportsPlay Equipment manufactures all equipment to include 12" of safety surfacing. If you are using a different type or amount of surfacing you will need to dig your hole deeper so the equipment will be installed at the proper height. For example, if you are only using 4" of surfacing you need to dig your hole 4' 2" deep.

The depth listed above is a general requirement that will work in most locations. Check with local building codes for footing requirements. Remember the overall height needs to be the same so if your building code requires a deeper footing you should dig the hole deeper but the amount of post in the hole should not change.

EQUIPMENT LAYOUT AND PART ID:

USE AREA AND FOOTING LAYOUT:



GENERAL USE/FALL ZONE & FOOTING RECOMMENDATIONS:

The Use/Fall Zone should extend to the front & rear, a minimum distance of twice the height of the Top Rail above the resilient surfacing material. The Use/Fall Zone to the sides should follow the general recommendations of six feet minimum. This six-foot zone may overlap that of an adjacent swing structure.

GENERAL MAINTENANCE INSTRUCTIONS:

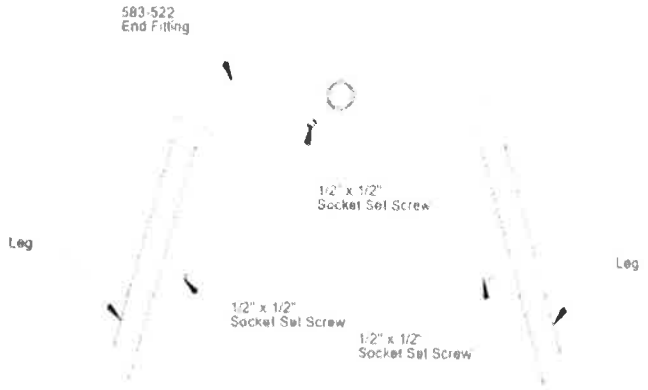
Check MONTHLY for loose bolts, damaged or broken parts. Tighten and/or replace immediately. On swings and any equipment that uses S-hooks and/or Swing Hangers check the bearing surfaces for wear. Replace any parts that show a reduction of 25% from the original size.

ASSEMBLY AND INSTALLATION:

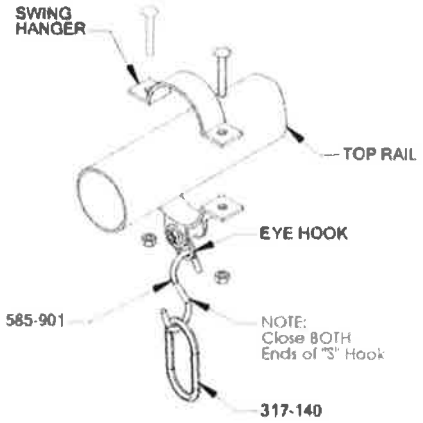
NOTE: **All threaded ends of bolts protruding beyond nuts must be cut off and/or peened to eliminate sharp edges. No more than two threads should extend beyond face of nut. All washers, "T" nuts and other fastener hardware used on round pipe or tubing must be hammered down to conform to the curved underlying surface to eliminate catch points. DO NOT tighten nuts more than hand-tight until entire assembly is completed.**

STEP #1: Mark and dig footings per footing view drawings on page 3 and footing layout on page 4. After completing assembly of swing frame, place it in footing holes to ensure accuracy.

STEP #2: Assemble swing frame on ground. Attach Top Rail to End Fittings.



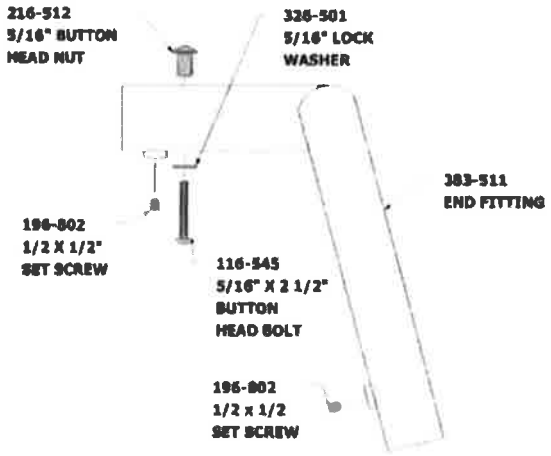
STEP #2: Remove swing hanger pendulums from the swing hanger assemblies. Using S-hooks, attach chain to swing hanger pendulums. Assemble Platform before attaching to hangers (SEE PLATFORM ASSEMBLY INSTRUCTIONS ON PAGE 8 & 9 FOR INSTRUCTIONS). Close the S-hooks to within .034" (1/32") using S-hook pliers. Attach swing hangers to Top Rail



STEP #3: Place Vertical Post/Legs into End Fitting

STEP #4: Stand swing upright onto legs and brace in footing holes so that the amount of pipe will be in the footing hole under intended level of resilient surfacing and top rail is at desired height above safety surfacing.

STEP #5: Plumb and level entire unit. Tighten setscrews by using short length of pipe on end of socket key to add leverage. Once unit is level, drill hole through Top Rail at the location of the hole on the end fitting. Insert 5/16 x 2 1/2" Button Head Bolt and 5/16" Lock Washer through End Fitting and Top Rail and Secure it using the 5/16" Button Head Nut.



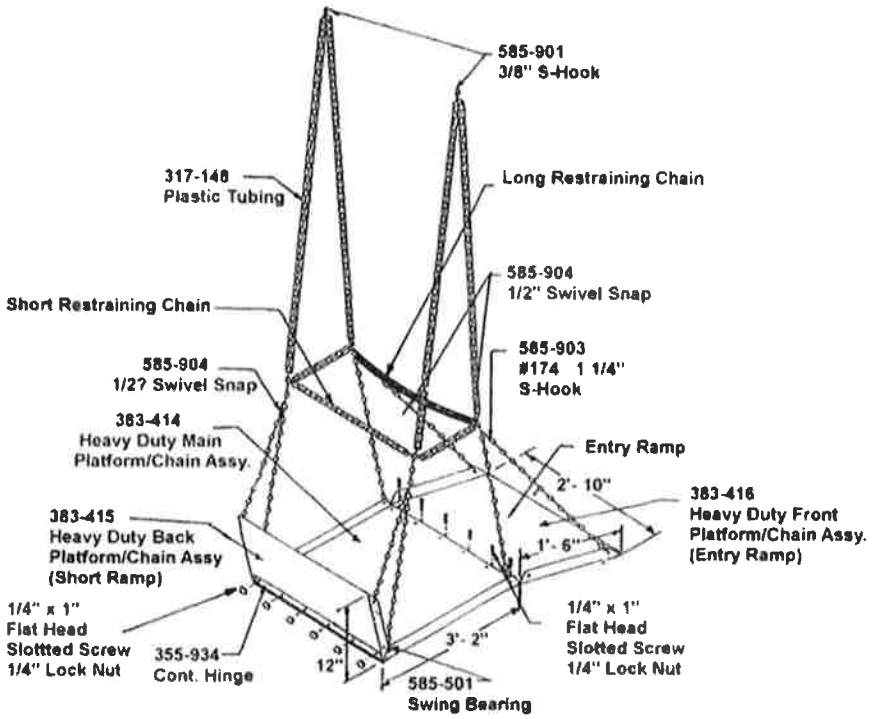
STEP #6: Pour concrete. Crown surface. Wait 48 hours before removing braces and using equipment.

STEP #7: Block off access to equipment to prevent use while concrete is curing.

STEP #8: Attach warning label and Manufacturer's Identification label to a clean surface. The labels should be attached in a location where they are clearly visible and legible and away from normal hand and foot placement areas. The labels must be replaced if they become illegible, destroyed or removed. Contact your SportsPlay distributor for replacements.

NOTE This event is intended for use ONLY under adult supervision. When not in use, be sure to secure platform to the frame to prevent use.

382-401 JR. WHEELCHAIR SWING PLATFORM



PACKING LIST
(CONTENTS OF PLATFORM HARDWARE BAG LISTED ON PAGE 1)

(12) 186-403 1/4 X 3/4 FLAT HEAD MACHINE SCREW
(12) 416-350 1/4 NYLON LOCK NUT

NOTE: **If the Wheelchair Swing Platform is to be used in an open park or playground installation, we recommend some system of security whereby management removes the Swing Platform, or secures it to the nearest support, to prevent unsupervised use of the equipment.**

STEP #1: Attach ramps to Platform using Flat Head Screws and Lock Nuts to secure Platform Hinges to ramps.

STEP #2: Position Entry Ramp in the direction of normal wheelchair access.

STEP #3: Hang Platform from existing Swing Hangers so that bottom of Main Platform is approximately 4" off the ground.

STEP #4: Position Pull Chain Attachment, if purchased for use with the Platform, so the Pull Chain hangs on the Short Ramp side.

STEP #5: Attach chains of Short Ramp at approximately a 45-degree angle to Platform.

STEP #6: Attach long chains at end of the Entry Ramp to chains supporting platform so that the ramp rests on the ground. Once the Wheelchair is on the Platform with front wheels hitting the Short Ramp, the occupant can pull the Ramp up against the rear wheels locking the wheelchair into position by attaching the middle Swivel Snap to the Platform Chain.

STEP #7: For added safety, the Long Restraining Chain can be positioned across the chest of the occupant. The Short Restraining Chain is then available as a "Hand Hold" for the occupant. Both Restraining Chains have Swivel Snap at both ends so they can be reversed or even removed if not needed.

381-402H OPERATING INSTRUCTIONS

1. Two people must be present to get the platform into an operational position and one must be an adult.

2. One person must hold the platform in position while the other person is placing the wheelchair on the platform.

3. The long restraining chain (see drawing on page 8) must be unsnapped or removed before placing the wheelchair on to the platform

4. Once the chain is unsnapped or removed, then the front platform/chain assembly (see drawing on page 8) must be unsnapped from the chain assembly and pulled down.

5. Once the front platform chain assembly is pulled down, the wheelchair should be placed or rolled on to the platform. **Note: Once the wheel chair is in position on the swing, lock the wheelchair wheels**. Only use the long entry ramp for entry and exit. If required, the short ramp in the rear may be secured with bolts; and for security reasons, this ramp should always be up in a locked position.

6. The front platform/chain assembly should be pushed back into its original position and snapped back on the chain assembly of the platform with the swivel snaps.

7. Finally, the long restraining chain should be placed or snapped back onto the chain assembly by using the swivel snaps. For added safety, the Long Restraining Chain can be positioned across the chest of the occupant. The Short Restraining Chain is then available as a "Hand Hold" for the occupant. Both Restraining Chains have a Swivel Snap at each end so they can be reversed or even removed if not needed.

8. Once the user is finished, two people will again be needed when removing the wheelchair from the platform.

Also note this unit must be secured to the swing frame with some type of security latch or lock to avoid accidents or use of the equipment when not under supervision. An example of such a security device would be a piece of chain wrapped around the swing frame post and wheelchair platform with a padlock attached to the chain to secure the unit.

The weight capacity on this product is 500 lbs.

Maintenance page 1

Proper maintenance inspections and repair is required to ensure durability and more important safety of the unit. Surfacing maintenance is required in accordance with the surfacing manufacturers instructions.

Keep a copy of all maintenance inspections and repair on file along with a copy of the instructions. This is the original form; please make copies for use during actual inspections or repairs. Contact your SportsPlay Equipment Inc. distributor for replacement parts.

ITEM	FREQUENCY	TASK	GRADE PASS/FAIL	DATE INSPECTED	DATE OF REPAIR
HARDWARE	WEEKLY	INSPECT ALL HARDWARE FOR TIGHTNESS AND THAT NONE IS MISSING. INSPECT ALL S-HOOKS FOR WEAR AND THAT THE CHAIN AND S-HOOKS ARE PROPERLY CONFIGURED. REPLACE ANY PART THAT HAS 25% WEAR.			
WELDS	WEEKLY	INSPECT ALL WELDS FOR SEPERATION OR CRACKS. REPLACE IF NECESSARY			
HANGER	WEEKLY	INSPECT SWING HANGERS FOR TIGHTNESS AND WEAR. IF WEAR IS MORE THAN 25% REPLACE THE HANGER.			
PLATFORM	WEEKLY	INSPECT PLATFORM AND CHAIN FOR MISSING OR DAMAGED COMPONENTS.			
PAINT	MONTHLY	INSPECT PAINT ON END FITTINGS FOR DAMAGE. ORDER TOUCH UP PAINT IF NECESSARY. SMOOTH SURFACE AND APPLY TOUCH UP PAINT.			
THERMO-PLASTIC	MONTHLY	INSPECT THERMOPLASTIC COATING ON PLATFORM. ORDER A THERMOPLASTIC REPAIR KIT AND FOLLOW INSTRUCTIONS IN KIT IF REPAIR IS NECESSARY.			
FOOTING	YEARLY	MOVE SAFETY SURFACING TO ACCESS THE FOOTING. INSPECT FOOTING FOR DAMAGE AND ENSURE THE POST IS SECURE IN FOOTING. IF REPAIR IS NECESSARY YOU MUST REMOVE THE EXISTING CONCRETE AND REPLACE IN ACCORDANCE WITH THE INSTALLATION INSTRUCTIONS			
SAFETY SURFAC-ING	AS DIR-ECTED	REFER TO SAFETY SURFACING MANUFACTURERS REQUIREMENTS			

INSPECTOR		SIGNATURE		DATE	

MAINTENANCE PAGE 2
REPAIR RECORD

PART	PROBLEM	CORRECTIVE ACTION	DATE COMPLETED

ATTACHMENT C

SHORT-FORM CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF WILDOMAR
AND
MICON CONSTRUCTION, INC.

This Agreement for Construction Services ("Agreement"), is made and entered into this 23rd day of September, 2015, by and between the City of Wildomar, a California municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California ("City") and Micon Construction, Inc., a California (partnership, limited partnership, corporation, etc.) ("Contractor").

SECTION 1. RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing **Public Works Construction** services and is familiar with the plans of the City.

C. City desires to engage Contractor to **construct public improvements associated with the Marna O'Brien Park ADA Swing Re-Installation Project** as set forth herein.

D. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid Documents and Plans Marna O'Brien Park ADA Swing Re-Installation Project**

SECTION 3. SCOPE OF WORK

A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **Marna O'Brien Park ADA Swing Re-Installation Project** including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this

reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **20 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two hundred fifty Dollars ($250) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

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

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax

withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Thirty thousand six hundred ninety six** Dollars and **no** Cents (**$30,696.00**) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20144.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor

has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of

responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20144 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **Director of Public Works**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the

Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Contractor owns no 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 shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall 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 shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City

for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insured City, its officials, employees and agents, using standard ISO endorsement No. CG 2014 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provisded to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a $100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in

the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two

medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor

performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILTIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or

relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR'S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY	**CONTRACTOR**
City of Wildomar	Micon Construction, Inc.
23873 Clinton Keith Road, Ste. 201	1616 E. Sierra Madre Circle
Wildomar, CA 92595	Placentia, CA 92870
Attn: Dan York	Attn: Gene F. Holle

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits "A" through "D" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF $375,000 OR LESS

Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20144, et seq.

SECTION 48. PROHIBITED INTERESTS

A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CITY OF WILDOMAR	**INSERT CONTRACTOR'S NAME**
By: _____	By: _____
Signature	Signature
_____	_____
Gary Nordquist	Gene F. Holle

_____	_____
City Manager	President
Attest:	Attest:
_____	_____
City Clerk	Secretary
	_____
	Classification of Contractor's License
	_____
	Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work are as follows:

Marna O'Brien Park ADA Swing Re-Installation Project

Sheet 1: Work site location with Park

Sheet 2:	General Notes and Construction Instructions
Sheet 3:	Site Plan
Sheet 4-16:	Adult Wheelchair Swing Instructions

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Wildomar, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Wildomar by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Wildomar will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.
4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Wildomar. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.
9. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Micon Construction, Inc.

By:
Gene F. Holle
President

EXHIBIT “D” CONTRACT MODIFICATIONS

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", entered into a Contract dated _____, 20__, with _____ hereinafter designated as the "Contractor" for the work described as follows:

_____ Project

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____ (corporate surety), 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 the City in the penal sum of _____ dollars ($_____), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this

paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, 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).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", has awarded to _____, hereinafter designated as the "Contractor" a Contract for the work described as follows:

_____ Project

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney's fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, 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).

PART I. TECHNICAL SPECIFICATIONS

1. CONSTRUCTION STAKING AND 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.

The requirements in Section 5-1.07, “Lines and Grades,” of the State Standard Specifications, which require the establishment of lines and grades by the City Engineer shall not apply to this contract.

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.

Measurement and Payment
Payment for construction staking and surveys shall be considered as included in the Contract prices paid for the various items of work and no additional payment will be made therefore.

2. 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.

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.

Measurement and Payment
The contract Lump Sum price paid for Stormwater Pollution Prevention Plan shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP and conforming to the requirements of this section and no additional compensation will be allowed therefore.

3. CONTROL OF MATERIALS

The Contractor shall comply with the requirements as set forth in Section 3, "Materials" of the Standard Construction Specifications and these Technical Specifications.

Certificates of Compliance shall conform to Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications and shall be furnished for all manufactured products unless otherwise waived by the City Engineer.

All materials required to complete the work under this contract shall be produced or furnished, delivered, and installed by the Contractor unless otherwise specified in these specifications. The Contractor shall be responsible for controlling the quality of materials entering the work and of the work performed.

Inspection and testing shall be in accordance with Section 2, "Inspection and Testing" of the Standard Construction Specifications except that Quality Control testing shall be provided by the Contractor at his or her expense. The City shall be responsible for all additional Quality Assurance testing and expenses, as deemed necessary by the City Engineer. All material testing shall be at a lab approved by the City Engineer.

The Contractor is responsible for the costs and making all the arrangements to stockpile and store materials and/or equipment as work is performed. The City Engineer shall approve the duration and location of all temporary stockpiles and storage location for the Contractor's material and/or equipment within the right of way. The Contractor shall immediately comply with the City Engineer's instructions regarding any stockpile or storage locations to the satisfaction of the City Engineer.

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

4. PROGRESS SCHEDULE

Contractor will provide the City Engineer with formal, written "Two Week Look Ahead Schedules" each Friday throughout the duration of the contract.

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

If Contractor fails to maintain and submit current Two Week Look Ahead Schedules and Monthly Progress Schedules as specified above, monthly progress payments for work completed will be withheld until such time that schedules are submitted as required.

Measurement and Payment
Full compensation for Progress Schedules, 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.

5. INCLEMENT WEATHER PROTECTION

The Contractor's attention is directed to Section 8-1.05 “Temporary Suspension of Work” of the State Standard Specifications.

Contractor is directed to the Water Pollution Control Program (WPCP) section found elsewhere in these specifications.

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 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 shall be protected as specified in the Contractor's WPCP. Upon resumption of work, the excess compacted aggregate base shall be removed with the remaining aggregate base recompacted and tested prior to curb and gutter installation.

Measurement and Payment
Full compensation for ceasing operations (demobilization), providing and maintaining drainage inlet protection, performing various items within the Contractor's Water Pollution Control Program or as specified herein, and resuming operations (mobilization) after inclement weather shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

6. AESTHETIC CLEAN-UP

The Contractor is responsible for the timely removal of asphalt, concrete, dirt, and oil on gutters, sidewalks, driveways, roadways within and adjacent to the project limits, and haul route roadways that was tracked, sprayed, or deposited by his equipment or personnel under his control.

Upon completion of all construction operations, all roadways within the project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the City Engineer, to remove all dirt and foreign material. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All sanitary sewer and drainage facilities and their appurtenant structures constructed or modified under the contract shall be cleaned out. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the City Engineer.

Measurement and Payment
Full compensation for Aesthetic Clean-Up, 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.

7. UNIT PRICE CONTRACT

The provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard 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.

8. MOBILIZATION

Mobilization shall conform to the provisions in Section 11, “Mobilization,” of the State Standard Specifications and as provided herein.

Mobilization shall include, but shall not be limited to, satisfactory completion of the following tasks:

1. Signing of the Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing a Notice to Proceed.
3. Issuance of Notice to Proceed.
4. Pre-Construction Conference.
5. Documentation of Existing Conditions at the site, in accordance with Section provided herein.

Mobilization shall not exceed 5% of the total bid.

Measurement and Payment
The contract Lump Sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described under Mobilization, as specified in the State Standard Specifications, these specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

9. PUBLIC NOTIFICATION

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, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

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

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

Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least fourteen (14) 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 for residents. The Contractor shall provide the City Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

If paving operations has 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 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.

Measurement and Payment
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.

10. CONSTRUCTION AREA TRAFFIC CONTROL

The Contractor's attention is directed to Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Technical Specifications.

The Contractor shall submit a pedestrian Traffic Control Plan (TCP) for review and approval by the City Engineer. The TCP shall be submitted 10 calendars prior to beginning any construction work. **No work may take place prior to the review and approval of the Contractor's TCP by the City.**

The Contractor shall be responsible for maintaining local property access and access to existing park facilities within the limits of this contract. The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the adjacent approaches to the project.

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work. The Contractor is obligated to maintain the pedestrian traffic control system during the duration of the contract.

Measurement and Payment
The contract Lump Sum price paid for Construction Area Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, public notification, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing, public notification, and disposing of the components of the traffic control system.

11. EXISTING FACILITIES

The Contractor's attention is directed to Section 5, “Obstructions” of the Standard Construction Specifications, and Section 15, "Existing Highway Facilities," of the State Standard Specifications. It shall be the responsibility of the Contractor to protect existing curb, gutter, culverts, signs, traffic signal detectors, and other roadway appurtenances not scheduled for removal under this contract while sawcutting and rotomilling the existing road surface, placing the overlay, or performing other work under the Contract. Facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the City Engineer by the Contractor at his sole expense.

In the event that a sign is knocked down or a signal or lighting facility is damaged, the Contractor shall immediately call the Department of Public Works at 951-677-7751 and the facilities shall be repaired or replaced, by the Contractor at his sole expense, so as to be fully operational within twenty-four (24) hours.

All manhole and other utility covers located in the work area shall be carefully referenced out by the Contractor and the locations of the covers painted on the surface immediately after paving.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep the street and/or sidewalk to remove the material. The Contractor

shall submit to the City Engineer the proposed haul route to each job site two (2) working days prior to starting work.

Where excavations are performed in the vicinity of underground utility services, the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact location. Extreme care shall be exercised by the Contractor to avoid damage to utility services and to coordinate the work with utility agencies. It shall be the Contractor's responsibility to have repairs made to existing facilities in the event of damage. The costs of all such repairs are the Contractor's responsibility.

The Contractor shall notify Underground Service Alert at (800) 227-2600 forty-eight (48) hours prior to the start of any work.

This project includes work on streets with mature trees adjacent to the roadway. In some locations, the tree canopy may extend over the roadway. 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.

Measurement and Payment
Full compensation for Existing Facilities, 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.

12. MINOR GRADING

Minor Grading shall conform to the provisions in Section 8, "Earthwork," of the Standard Construction Specifications, Section 16, "Clearing and Grubbing," of the State Standard Specifications Section 7, "Clearing and Grubbing," and these special provisions. This item includes all fill, excavation, and finish grading necessary to grade the existing slope as shown on the plans. Vegetation shall be cleared and grubbed only within the project limits shown on the plans. All excess materials and debris resulting from clearing and grubbing or excavation shall be removed and disposed outside of the Right of Way.

Materials
All fill shall be approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from significant quantities of oversized rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use. Clods, rocks or hard lumps exceeding four inches (4") in final size shall not be allowed in the upper two feet (2') of any fill supporting buildings or pavements.

If required, imported fill materials shall be compactable soils approved by the City of Wildomar; they shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15); an expansion index not exceeding twenty (20); and shall be of three-inch (3") maximum particle size.

Seasonal Limits

Fill materials shall not be placed, spread or rolled during unfavorable weather conditions. When heavy rains interrupt the work, fill operations shall not be resumed until field tests indicate that the moisture content and density of the fill are satisfactory.

The City Engineer may direct the Contractor to perform additional excavation for areas in which unsuitable material is encountered. The depth and limits of the additional excavation shall be determined by the City Engineer and any excavation beyond the limits determined by the City Engineer shall be at the Contractor's expense. The unsuitable material resulting from the additional excavation shall become the property of the Contractor and shall be removed from the site. Excavated areas shall be backfilled with the material specified by the City Engineer and shall be paid for at the bid price of the appropriate bid item and no additional compensation will be made therefore.

Measurement and Payment
The contract unit price paid per Lump Sum of Minor Grading as directed by the City Engineer shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavation, subgrade preparation, rough and fine grading, compaction, and excess material disposal as specified in the Standard Construction specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Minor Grading required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

13. SURPLUS MATERIAL DISPOSAL

Disposal of surplus material shall conform to the provisions in Section 22, "Finishing Roadway," of the State Standard Specifications and these Technical Specifications. All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed from the Right of Way.

The Contractor shall comply with all City ordinances when disposing of surplus material within the City.

Measurement and Payment
Full compensation for Surplus Material Disposal, 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.

14. CONCRETE WORK

Installation of Portland Cement Concrete (PCC) slab shall conform to Section 73, of the State Standard Specifications, Section 16, "Concrete Curb and Gutter and Sidewalk," of the Standard Construction Specifications, the Plans, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of concrete work to be installed shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

Concrete work shall conform to the details shown on the plans. Expansion joints shall be constructed at twenty foot (20') intervals. Controls joints and scoring be as directed by the City Engineer.

New concrete work shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Standard Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

All new concrete work improvements shall be doweled to existing PCC improvements as directed by the City Engineer using twelve inch (12") long No. 3 rebar. Generally, dowels shall be placed three feet (3') on center longitudinally when adjacent to existing concrete improvements with a minimum of two (2) equally spaced dowels. Two (2) equally spaced dowels shall also be placed at each conform to existing concrete work and at each full width expansion joint. Dowels shall be drilled for tight fit and epoxied in place.

Measurement and Payment

The contract lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of crushed rock, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #2.1
PUBLIC HEARING
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Matthew C. Bassi, Planning Director

SUBJECT: Elm Street Residential Project (Planning Application No. 08-0154) - Continued from September 9, 2015

STAFF REPORT

RECOMMENDATION:
The Planning Commission recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING & REPORTING PROGRAM IN ACCORDANCE WITH SECTION 15074 OF THE CEQA GUIDELINES FOR CHANGE OF ZONE NO. 08-0154 AND TENTATIVE TRACT MAP NO. 33840 (PLANNING APPLICATION NO. 08-0154) FOR A 4.16 ACRE PROJECT SITE LOCATED AT THE TERMINUS OF ELM STREET BETWEEN GRUWELL STREET AND CENTRAL STREET (APN: 376-043-027)

2. Introduce and approve first reading of an Ordinance entitled:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING A CHANGE OF ZONE (PLANNING APPLICATION NO. 08-0154) FROM R-R (RURAL RESIDENTIAL) TO R-1 (ONE-FAMILY DWELLING) FOR A 4.16-ACRE SITE LOCATED AT THE TERMINUS OF ELM STREET BETWEEN GRUWELL STREET AND CENTRAL STREET (APN: 376-043-027)

3. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, APPROVING TENTATIVE TRACT MAP

NO. 33840 (PLANNING APPLICATION NO. 08-0154) FOR THE SUBDIVISION OF APPROXIMATELY 4.16 ACRES INTO 15 PARCELS, SUBJECT TO CONDITIONS, LOCATED AT THE TERMINUS OF ELM STREET BETWEEN GRUWELL STREET AND CENTRAL STREET (APN: 376-043-027)

BACKGROUND:
The proposed IS/MND, Change of Zone and Tentative Tract Map was on the September 9, 2015 Council meeting agenda. Due to a technical glitch, the IS/MND (Attachment A, Ex. 1) was inadvertently left out of the final agenda packet. Therefore, the Council continued the agenda item to September 23, 2016 meeting.

Staff did receive a email comment on September 10, 2015 from Marcel Racine outlining three comments summarized as follows:

1) Ms. Racine welcomes the development and the funds that will be drawn in from it.
2) Ms. Racine communicated with Code Enforcement regarding the property owner's lack of abatement on the entire property.
    a. Response - Staff contacted the Applicant and he will weed abate the site within the next couple of weeks.
3) Ms. Racine lives across the channel from the subject property and has serious concerns about the fire danger that the property is for my property.
    a. Response – The Fire Department has thoroughly reviewed the proposed project and appropriately conditioned the project to comply with all fire safety requirements. Further, with the weed abatement that will be done, the site should not be a fire hazard.

<u>Note:</u> All staff report information following this background section is the same as the original September 9, 2015 staff report. Only the dates have changed in the resolutions to reflect the new meeting date.

DISCUSSION:
The applicant, Zareh Hookasian, is proposing a Change of Zone and a Tentative Tract Map for the development of 15 single-family residential dwelling units. The Elm Street Residential project, as it has been named, consists of the following actions/applications:

- Adoption of an MND and an MMRP
- Approval of a Change of Zone
- Approval of a 15-lot Tentative Tract Map (TTM 33840)

A more detailed description of each application is provided in the following sections.

Planning Commission Review:

The Planning Commission reviewed the proposed Elm Street Residential Project at a noticed public hearing held on August 19, 2015. After the Applicant made their presentation, there were five public comment/speakers who addressed the Commission expressing various comments about the propose project. Comments ranged from density, access and lot size concerns, to loss of rural lands.

Upon conclusion of the public hearing and Planning Commission discussion, the Commission voted (5-0) to adopt PC Resolution No. 2015-15, 2015-16 & 2015-17 recommending City Council adoption of a Mitigated Negative Declaration / Mitigation Monitoring and Reporting Program, approval of the Change of Zone from R-R to R-1, and approval of Tentative Tract Map No. 33840. No changes to the project or proposed conditions were recommended by the Planning Commission.

Project Location/Vicinity

The project site encompasses approximately 4.16 acres and is located at the end of Elm Street between Central Street to the northeast and Gruwell Street to the southwest, with the Murrieta Creek Channel drainage course to the northeast. The Assessor's Parcel Number (APN) for the project site is 376-043-027. The project site is relatively flat; a cement-lined canal carrying Murrieta Creek is located near the northeastern boundary of the site. The aerial photo on the following page shows the project site and surrounding area (see Figure 1 & 2).

Figure 1 – Vicinity/Project Location Map

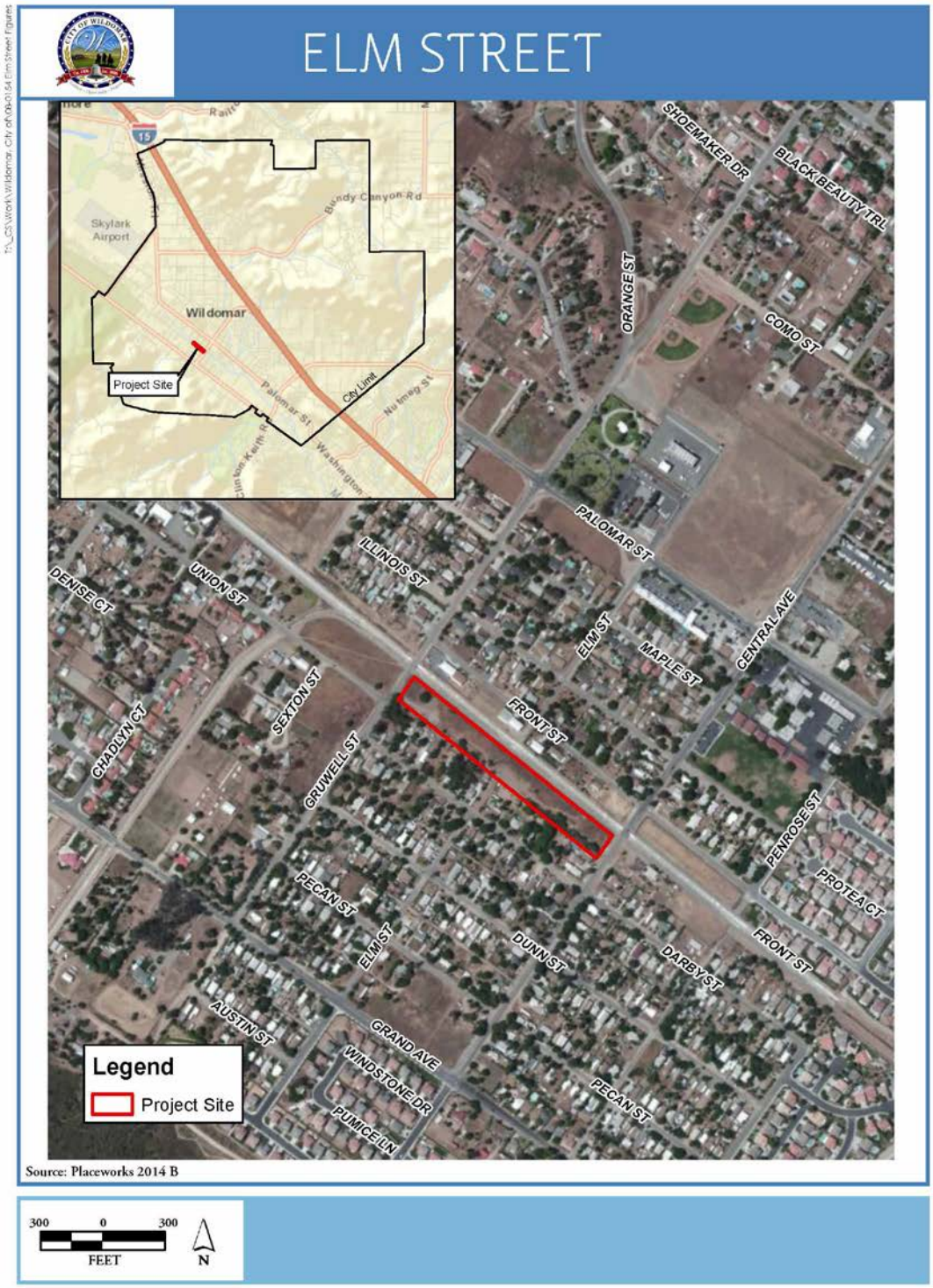


Figure 2 – Enlarged Vicinity/Project Location Map

Surrounding Land Uses

The project site is surrounded by low- and medium-density residential uses and/or open space immediately to the west, east, and south and by Murrieta Creek Channel and residential uses to the north. Table 1 lists the current land uses, General Plan designations, and zoning for the site and abutting properties. Staff has also provided two exhibits (on the following pages – see Figure 3 & 4) showing the General Plan land use designations and zoning.

Table 1 – Adjacent Land Use, General Plan, and Zoning

ADJACENT LAND USE, GENERAL PLAN AND ZONING			
Location	**Current Land Use**	**General Plan Land Use Designation**	**Zoning**
Subject Property	Vacant	MDR (Medium Density Residential)	R-R (Rural Residential)
North	Murrieta Creek Canal; Single-Family Residential; Open Space	MDR (Medium Density Residential); LDR (Low Density Residential)	R-1 (One-Family Dwelling)
South	Single-Family Residential	MDR (Medium Density Residential)	R-R (Rural Residential)
East	Single-Family Residential	MDR (Medium Density Residential)	R-R (Rural Residential)
West	Single-Family Residential; Open Space	MDR (Medium Density Residential); LDR (Low Density Residential)	R-R (Rural Residential)

Environmental/CEQA

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the proposed project required the preparation and processing of an Initial Study/Mitigated Negative Declaration (IS/MND) and a Mitigation Monitoring and Reporting Program (MMRP). The MND and MMRP must be reviewed by the Planning Commission as part of its recommendation to the City Council. A detailed analysis of the MND process, etc., is provided in the Environmental Analysis section of this report. Copies of the IS/MND and the MMRP (with technical studies/appendices) are provided for Commission consideration (Attachment A, Exhibits 1–3).

Change of Zone No. 08-0154

The applicant is requesting approval of a Change of Zone from R-R (Rural Residential) to R-1 (One-Family Dwelling) to accommodate the proposed single family residential development. The site has a current General Plan land use designation of Medium Density Residential (MDR), which provides for a density range of 2 to 5 units per acre for detached single-family residences.

Further analysis of the Change of Zone is provided in the Project Analysis section of this report. On the following pages are figures showing the current General Plan land use designation and zoning (see Figure 3 and Figure 4) along with the proposed zoning (see Figure 5).

Figure 3 – Existing General Plan Land Use Designation

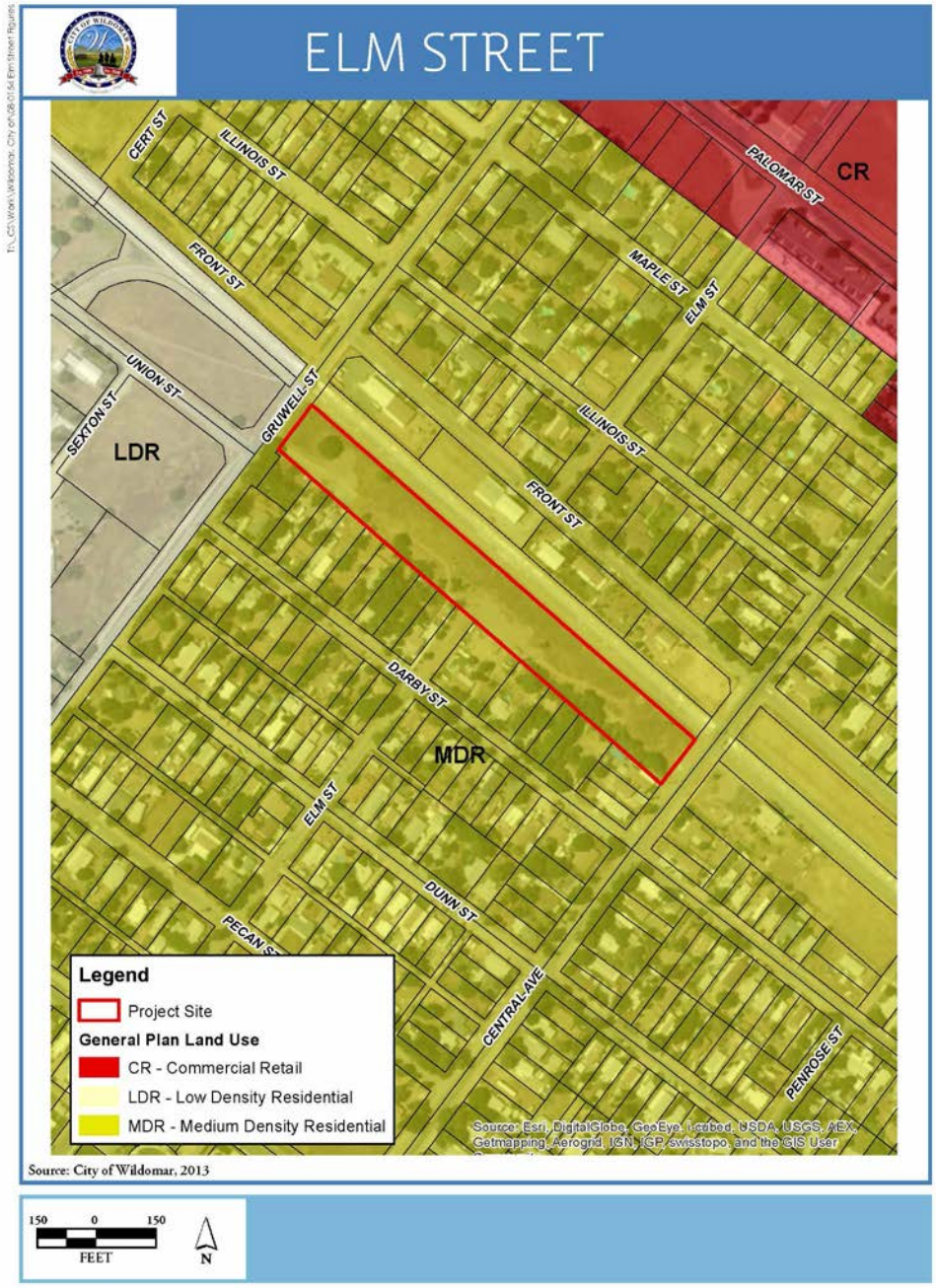


Figure 4 – Existing Zoning Designation

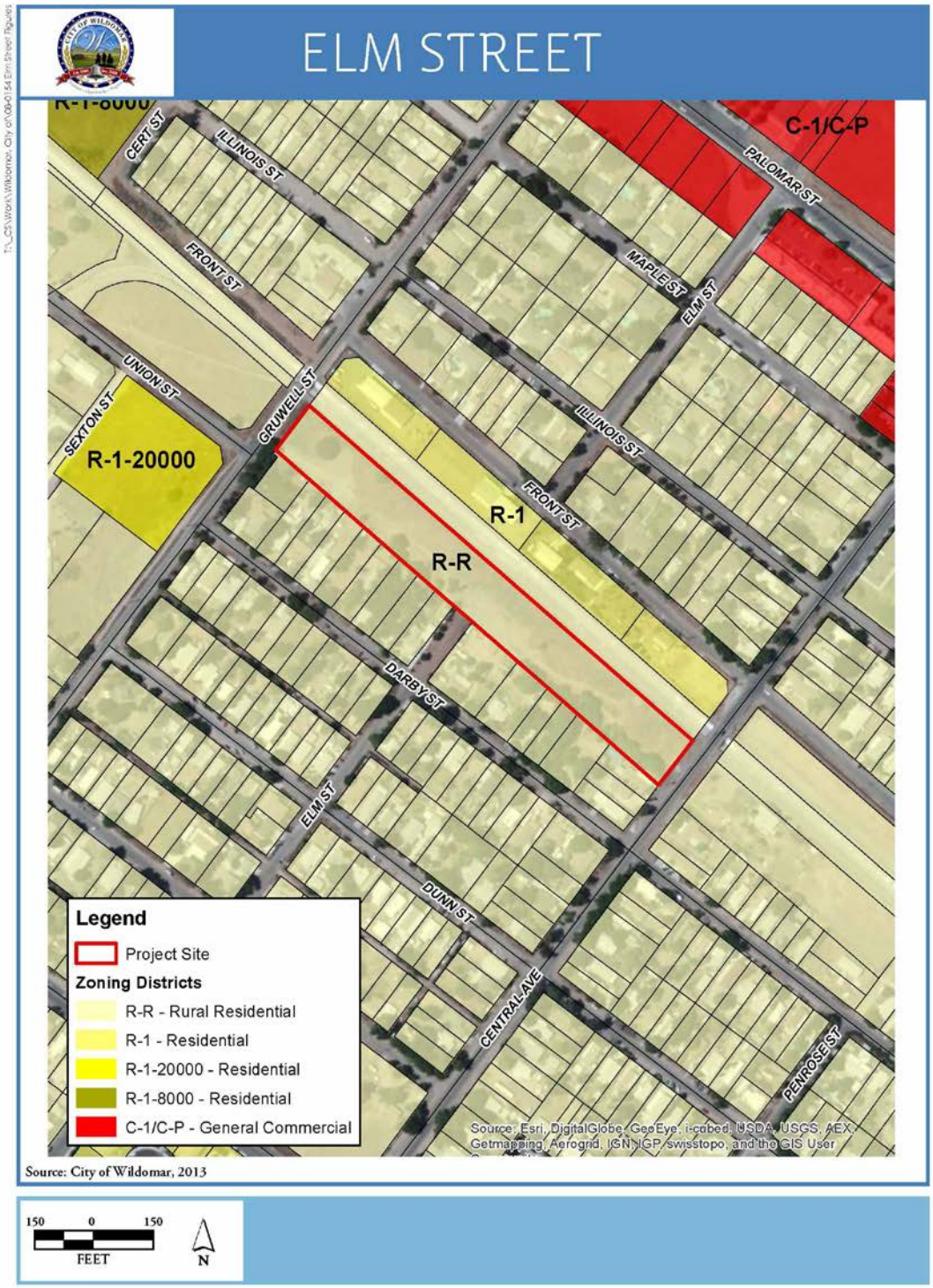
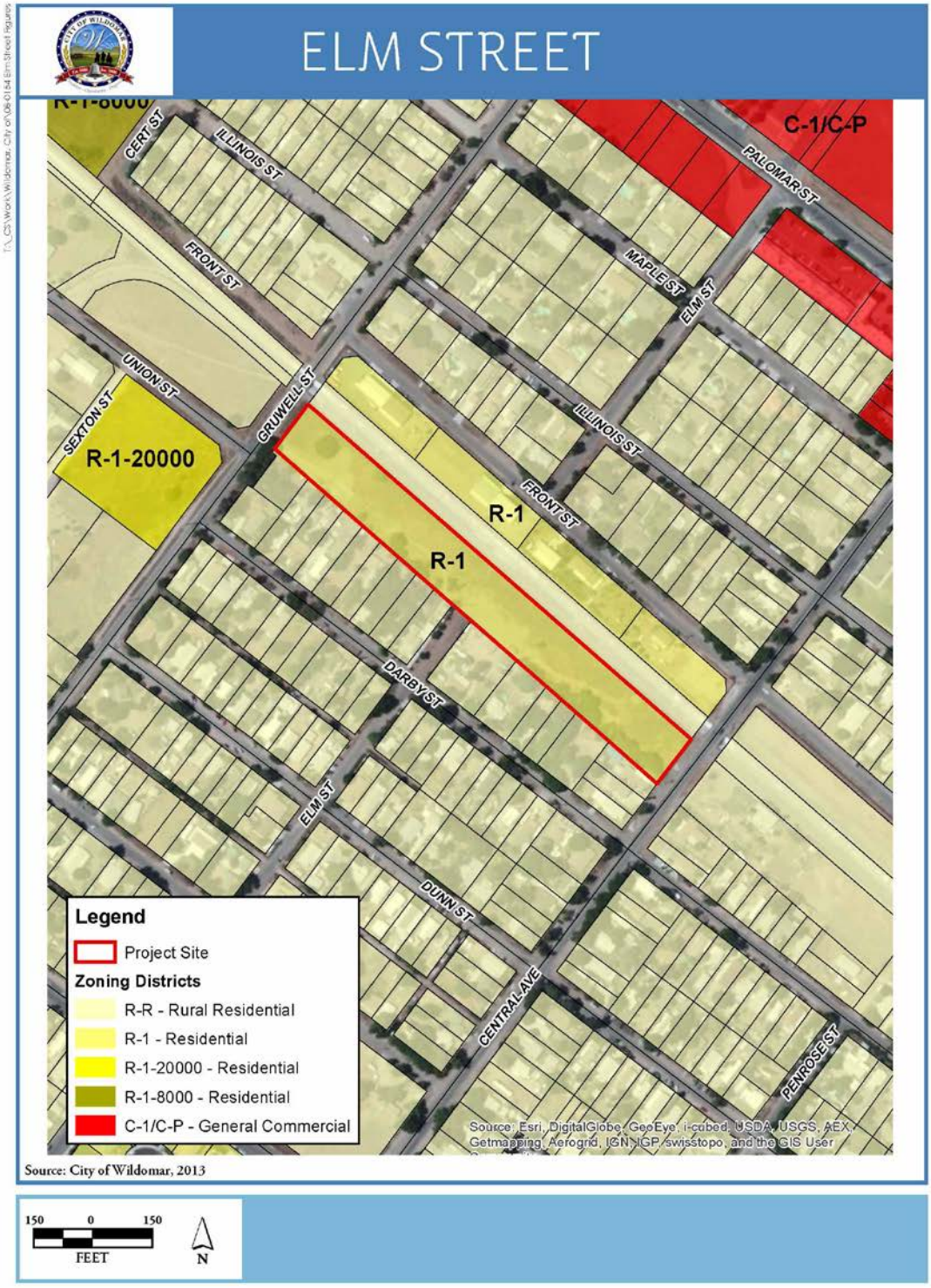


Figure 5 – Proposed Zoning Designation



Tentative Tract Map No. 33840

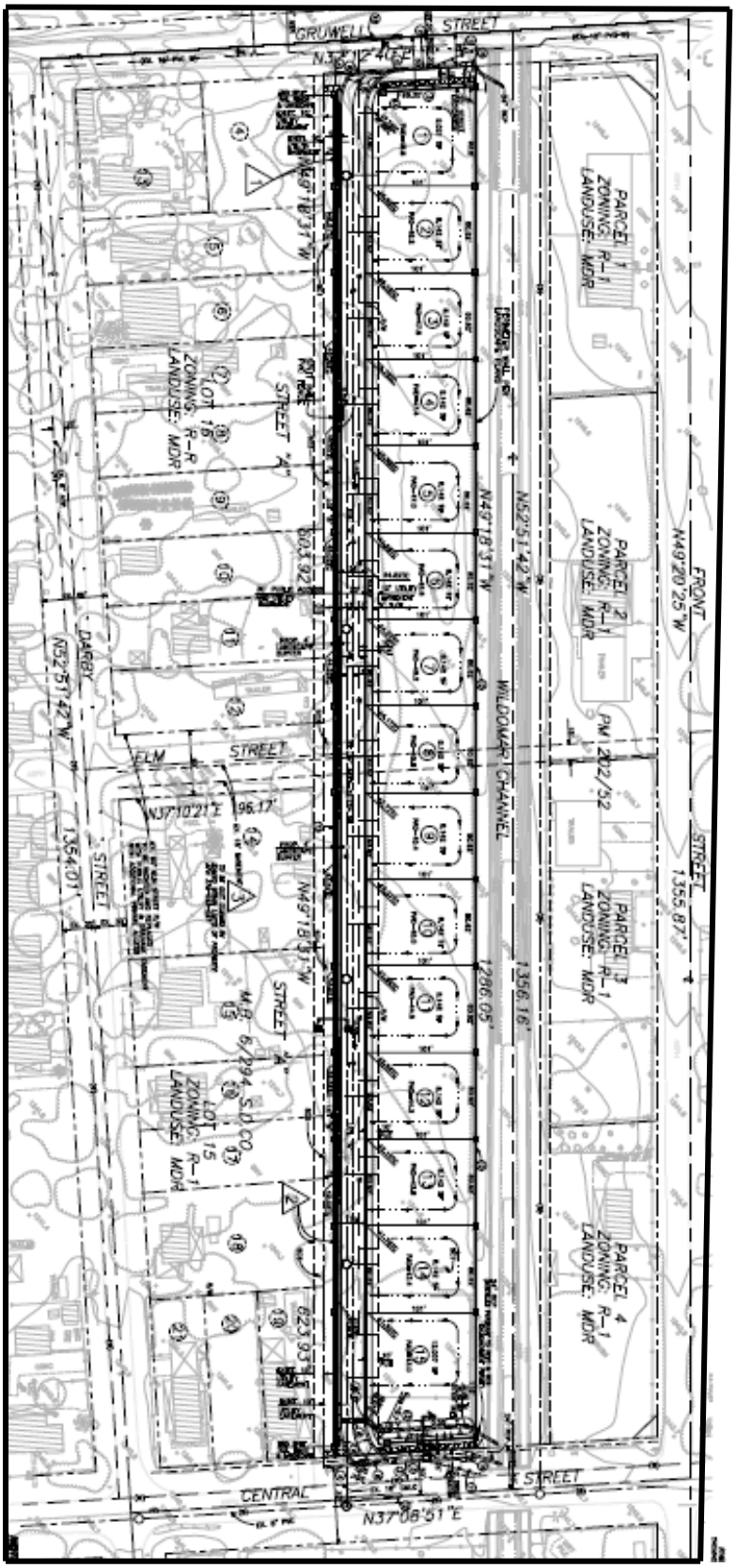
The applicant is proposing a Tentative Tract Map (TTM No. 33840) to subdivide the 4.16-acre site into 15 lots to accommodate the development of 15 single-family residential dwelling units. The proposed lot sizes range in size from 8,142 square feet (smallest size) to 12,007 square feet (largest size) which results in an average lot size of 8,458 square feet. The proposed lot sizes are consistent with the minimum lot size set forth in the R-1 zone standards. A full size copy of the proposed tract map is provided in Attachment D. A reduced exhibit of the tract map is shown below as Figure 6. Table 1-1 shows the proposed gross lot sizes for each parcel.

Table 1-1
Proposed Lot Acreage

Lot Number	Gross Lot Sizes (square feet)
1	9,021
2	8,142
3	8,142
4	8,142
5	8,142
6	8,142
7	8,142
8	8,142
9	8,142
10	8,142
11	8,142
12	8,142
13	8,142
14	8,142
15	12,007

Source: RDS and Associates 2013d (TM 33840)

Figure 6 – Proposed Tentative Tract Map Layout



Specifics of the proposed tract map are described below.

Roadway Access
Direct access to each of the lots created by the proposed project will be via a proposed one-way street (shown as A Street on the tract map) that will be accessed via Central Street to the northeast and Gruwell Street to the southwest. The traffic will flow from Central Street through A Street and onto Gruwell Street.

Water
The proposed project will receive potable water service from the Elsinore Valley Municipal Water District (EVMWD). Connections to the EVMWD water supply will occur at existing water lines in Central Street.

Wastewater
The proposed project will receive wastewater service from the Elsinore Valley Municipal Water District. Connection to the EVMWD wastewater system will occur at an existing 8-inch sewer line in Central Street.

Stormwater
Stormwater currently flows on the surface from the northeast border of the project site at Gruwell Street to the southwest to Central Street. Central Street drains directly into the Murrieta Creek Channel. Stormwater from the proposed project will be directed to flow southwesterly along the proposed A Street to the vegetated swale in Lot 15 adjacent to Central Street. Flows within A Street will be directed to a low point fronting Lot 15. Flows from the low point in Street A will be conveyed through a vegetated swale in Lot 15. The filtered flows from the vegetated swale will then drain to the Murrieta Creek Channel.

Other Utilities and Services
Electric, gas, cable, and telecommunications services would be extended underground onto the site from existing lines along Central Street. Electricity would be provided by Southern California Edison, natural gas service by the Southern California Gas Company, telecommunications by Verizon, and solid waste removal by Waste Management. The site is located within the boundaries of the Lake Elsinore Unified School District. Local government services are provided by the City of Wildomar. Fire and law enforcement services are provided by the City of Wildomar through contracts with the Riverside County Fire Department and the Riverside County Sheriff's Department.

A detailed analysis of the tract map is provided in the Project Analysis section of this report.

ANALYSIS:

Environmental/CEQA Analysis

In accordance with the California Environmental Quality Act (CEQA; Public Resources Code Sections 21000–21178.1), an Initial Study is required to analyze the proposed Change of Zone and Tentative Tract Map to determine whether any potential significant impacts on the environment that would result from implementation of the project. The Initial Study is intended to inform the Planning Commission, responsible agencies, and the general public of potential environmental impacts associated with the proposed project and is key to determining whether a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report is required.

IS/MND #1:

An Initial Study was first prepared and circulated from July 9, 2014, through August 7, 2014 (SC#: 2014071028). In the original circulated Initial Study, the applicant proposed a tentative tract map (TTM No. 33840) to subdivide a 4.16 acre site into 12 parcels, ranging in size from 9,292 square-feet to 13,409 square-feet. Three (3) comment letters were received during the 30-day review/comment period. These comments have been addressed and are incorporated into the current IS/MND document (dated March 2015) and responses to these comments are included Attachment A, Exhibit 3.

IS/MND #2:

A 2nd Initial Study/MND was prepared due to 1st review comments and changes to the proposed project by the Applicant. The updated IS/MND evaluated the environmental impacts resulting from the development of the proposed Tentative Tract Map (TTM No. 33840) to subdivide 4.16 acres into 15 parcels (instead of the original 12 parcels). The proposed Change of Zone from the existing zoning of R-R (Rural Residential) to the R-1 (One-Family Dwelling) remained the same.

The only substantive change to the original mitigation measures was the elimination of one mitigation measure (formerly TRA-1) relating to the maintenance and design of the Ben and Fanny Taylor Regional Trail (HT-W-13). As this trail segment is actually located within the Murrieta Creek channel, it is not a project specific impact, and therefore, does need a mitigation measure.

The recirculated IS/MND was released for the 30-day public and agency review on March 25, 2015 and concluded on April 23, 2015. The City received six (6) comments during the 2nd review period. Each comment has been responded to, including the comments received during the 1st review period (Attachment A, Exhibit 3). The required findings supporting adoption of the IS/MND are discussed in the findings section below. The IS/MND, supporting technical studies/appendices and Mitigation Monitoring and Reporting Program (MMRP) is attached for Commission consideration (Attachment A, Exhibits 1–3).

Based on the findings below, the Planning Commission recommends City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the proposed project.

CEQA/IS/MND Findings of Fact:

The Planning Commission is recommending that the City Council, in light of the whole record before it, including but not limited to the staff report, proposed Initial Study/Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (attached hereto as Attachment A, Exhibits 1–3), documents incorporated herein by reference, written comments received and responses provided, and other substantial evidence (within the meaning of Public Resources Code Sections 21080(e) and 21082.2) within the record and/or provided at the public hearing, recommend that the City Council find and determine as follows:

A. Review Period: That the City has provided the public review period for the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the required 30-day public review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.).

C. Independent Judgment: That the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program reflect the independent judgment and analysis of the City.

D. Mitigation Monitoring and Reporting Program: That the Mitigation Monitoring and Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project as agreed to by the applicant, and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, the City Council finds that there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment with the proposed mitigation measures and the Mitigation Monitoring and Reporting Program.

Change of Zone No. 08-0154:

Staff has evaluated the proposed Change of Zone from the current zoning of R-R (Rural Residential) to R-1 (One-Family Dwelling) to determine consistency with the General Plan. The site has a General Plan land use designation of Medium Density Residential (MDR), which allows between two and five detached single-family residences per acre on lots ranging from 5,500 to 20,000 square feet in size. The R-1 zone allows single-family dwellings on lot areas not less than 7,200 square feet. The adjacent parcels on Darby Street also have a land use designation of Medium Density Residential (MDR) with the R-R zoning designation.

In reviewing the applicant's Change of Zone request and development proposal, the project density is proposed at 3.6 units per acre with lot sizes ranging from 8,142 to 12,007 square feet, which falls within the permitted density range and lot sizes and thus is consistent with the General Plan. It should be noted that surrounding zone districts are primarily R-R (with the MDR land use designation) to the south, east, and west. These minimum lot sizes are larger (minimum of 1/2 acre) in comparison to R-1 zone district. In this case, the surrounding R-R parcels are on lots that range from les than 1/2 acre to over 1 acre. The parcels in the project site are less than 1/2 acre and will be developed in accordance with Chapter 17.24 of the Wildomar Municipal Code (R-1 standards).

While the General Plan Land Use designation of MDR is applicable to the project site and surrounding neighborhood, the proposed project and surrounding areas range in density from 2–5 units per acre. Therefore, the density of the proposed project is similar to that of the surrounding residential land uses. As such, the project is compatible with the surrounding uses

Change of Zone Finding of Fact:

In accordance with California Government Code Sections 65853–65857 and Wildomar Zoning Ordinance Section 17.280, the Planning Commission recommends the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference herein, the City's General Plan and any other evidence within the record or provided at the public hearing of this matter, find and determine as follows:

A. Finding: The proposed Change of Zone is in conformance with the adopted General Plan for the City of Wildomar.

   Evidence: Staff has evaluated the proposed change of zone from the current zoning of R-R (Rural Residential) to R-1 (One-Family Dwelling) to determine consistency with the General Plan. The site has a General Plan land use designation of Medium Density Residential (MDR), which allows between two and five detached single-family residences per acre on lots ranging from 5,500 to 20,000 square feet in size. The R-1 zone allows single-family dwellings on lot areas not less than 7,200 square feet.

In reviewing the applicant's Change of Zone request and development proposal, the project density is proposed at 3.6 units per acre with lot sizes ranging from 8,142 to 12,007 square feet, which falls within the permitted density range and lot sizes and thus is consistent with the General Plan. Table 2 above discusses the City of Wildomar's Municipal Code development standards as outlined in Section 17.24.020 for the R-1 zone and the project's consistency with these regulations. As discussed above, the project is consistent with the City of Wildomar's General Plan and the City's R-1 zoning standards.

Tentative Tract Map No. 33840

The applicant is proposing a Tentative Tract Map (TTM No. 33840) to subdivide 4.16 acres into 15 lots, which will accommodate the future development of 15 single family residential dwelling units. The tract map will be subdivided under the provisions and development standards of the R-1 (One-Family Dwelling) zone. In accordance with Wildomar Municipal Code Section 17.24.020 (Development Standards), the minimum lot area (i.e., lot size) for each dwelling unit is 7,200 square feet.

In review of the proposed tract map, the minimum lot size will be 8,142 square feet, which exceeds the minimum standards. The average lot size for the 15 lot tract map is 8,458 square feet. Staff tabulated the average lot size of the 15 parcels immediately adjacent to the site on the west. The average lot size of these parcels is 12,980 square feet and they range in size from 7,840 square feet to 27,442 square feet.

Table 2 below discusses the City of Wildomar's Municipal Code development standards as outlined in Section 17.24.020 for the R-1 zone and the project's consistency with these regulations.

Table 2: Lot Summary Table

Parcel Number	Minimum Required Lot Area (gross sq. ft.)	Proposed Lot Area (sq. ft.)	Minimum Required Lot Width/Depth (sq. ft.)	Proposed Lot Width / Depth (ft.) (Per TM 36519)	Meets or Exceeds Standards
1	7,200	9,021	Width = 60 feet Depth = 100 feet	Width = 73.60 Depth = 101	**YES**
2	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
3	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
4	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
5	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
6	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
7	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
8	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
9	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
10	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
11	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
12	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
13	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
14	7,200	8,142	Width = 60 feet Depth = 100 feet	Width = 80.62 Depth = 101	**YES**
15	7,200	12,007	Width=60 feet Depth=100 feet	Width = 116 Depth = 101	**YES**

Neighborhood Meetings:

As part of the tract map process, the city hosted two separate neighborhood meetings with residents living in the Elm Street/Darby Street area. These meetings were held on February 24, 2014 (8 residents spoke) and July 21, 2014 (4 residents spoke). The

intent of both neighborhood meetings was to introduce the proposed residential project, receive input from residents and address concerns raised by the residents.

The following list summarizes the main comments raised by the Darby Street/Elm Street residents, and how those concerns have been addressed with project design changes.

1) The proposed project is too dense with 15 parcels and residents felt a 7 or 8 lot subdivision under the R-R zone standards was more compatible and appropriate with their neighborhood. Staff offered a compromise at 10 lots with the R-1 zone standards.

   Applicant Response/Action:
   - The Applicant has chosen to keep the proposed tract map at 15 lots subdivided under the R-1 zone standards (proposed with the change of zone application) as permitted by the existing MDR land use designation (2 to 5 units/acre). This results in a density of 3.6 units per acre which is within the allowable MDR density range. The Applicant felt that with the improvements being conditioned on the project, 15 lots was better suited to their development needs. This number of lots also matches the number of lots adjacent to the project site on the west side and along Darby Street.
   -

2) Traffic generated by the project would significantly impact Elm Street and Darby Street. How would this be addressed?

   Applicant Response/Action:
   - The tract map has been redesigned to provide a one-way through street within the proposed tract map subdivision. Access would come from Central Street and exit onto Gruwell Street ("right-in & right-out" concept). Originally, Elm Street was a proposed access road into the project site. However, this has since changed and Elm Street has been vacated. Instead, access into the project site will be via Gruwell Street and Central Avenue.

3) How is emergency access to the site achieved?

   Applicant Response/Action:
   - The tract map has been redesigned to provide a one-way through street within the proposed tract map subdivision. Emergency access would come from Central Street and exit onto Gruwell Street ("right-in & right-out" concept). No emergency traffic would come through the Elm Street/Darby Street neighborhood.

4) Questions about sewer availability for surrounding homes (i.e., Elm/Darby neighborhood) were presented.

   Applicant Response/Action:

- EVMWD is requiring a sewer line along the one-way street within the proposed subdivision from Central Avenue (existing sewer line) to serve the project site. No additional sewer lines are being required to serve the Elm Street/Darby Street neighborhood via the proposed project.

5) Concern was raised about the location of the western boundary wall and how Darby Street residents will get access to the rear yards.

   Applicant Response/Action:
   - The proposed project has been modified to include a 10-foot easement area (Lot B) for residents to use to gain access to their rear yards adjacent to the proposed tract. On the eastern edge of the easement, the Applicant will provide a 4-foot landscape buffer to include a 6-foot decorative block wall, landscaping and rolled curbs. This modification is reflected as Cross Section "B-B" on the tract map plans.

6) Questions were asked if the Applicant was going to establish a Homeowners Association (HOA)?

   Applicant Response/Action:
   - Yes the Applicant intends to set up a homeowners association.

7) Concerns were raised on how storm run off was being handled and possible impacts on the Darby Street properties.

   Applicant Response/Action:
   - During site preparation and grading and as future development is proposed, soil erosion may result during construction, as grading and construction can loosen surface soils and make soils susceptible to the effects of wind and water movement across the surface. The City of Wildomar's standard conditions and requirements applied to the proposed project will require compliance with the National Pollutant Discharge Elimination System (NPDES) and the State Water Quality Control Board's construction permit, as well as the submittal of detailed erosion control plans with any grading plans. A draft water quality management plan for the project site is included as Appendix 8 of the recirculated IS/MND (Attachment A; Exhibit 3). Implementation of standard conditions and requirements of the City of Wildomar will also address any erosion issues associated with the future grading of the site.

8) Concern was raised by the Darby & Elm Street residents about having two-story homes built on the project site.

   Applicant Response/Action:
   To address this concern, the Applicant has agreed to build only one-story homes and has agreed to be conditioned as such. Before building permits are issued for this tract development, the Applicant is required to submit a Final Site Plan of Development for Planning Department review and approval.

Tentative Tract Map No. 33840 Findings of Fact:

In accordance with Wildomar Municipal Code Title 16 and Title 17, and Government Code Sections 66473.1, 66473.5, and 66474, the Planning Commission recommends the City Council, in light of the whole record before it, including but not limited to the Planning Department's staff report and all documents incorporated by reference therein, the City's General Plan, Subdivision Ordinance, Zoning Ordinance, standards for public streets and facilities, and any other evidence within the record or provided at the public hearing of this matter, find and determine as follows:

A. Finding: The proposed tract map is consistent with the City's General Plan and any applicable specific plan as specified in Government Code Section 65451.

Evidence: The applicant is proposing a Tentative Tract Map (TTM No. 33840) to subdivide 4.16 acres into 15 lots, which will accommodate the development of 15 single-family residential dwelling units. Staff has evaluated the proposed Change of Zone from the current zoning of R-R (Rural Residential) to R-1 (One-Family Dwelling) to determine consistency with the General Plan. The site has a General Plan land use designation of Medium Density Residential (MDR), which allows between two and five detached single-family residences per acre on lots ranging from 5,500 to 20,000 square feet in size. The R-1 zone allows single-family dwellings on lot areas not less than 7,200 square feet. In review of the proposed tract map, the project density is proposed at 3.6 units per acre with lot sizes ranging from 8,142 to 12,007 square feet, which falls within the permitted density range and lot sizes and thus is consistent with the General Plan. There is no specific plan governing this project.

In terms of specific land use policies related to this project, the proposed tract map promotes (and is consistent with) the following residential land use policies:

LU 3.1 (Community Design) – "Accommodate land use development in accordance with the patterns and distribution of uses and density depicted on the General Plan Land Use map."

LU 6.1 (Land Use Compatibility) – "Require land uses to develop in accordance with the General Plan and area plans to ensure compatibility and minimize impacts."

LU 12.6 (Circulation) – "Require that adequate and accessible circulation facilities exist to meet the demands of a proposed land use."

LU 22.1 (Community Development) – "Accommodate the development of single and multi family residential units in areas appropriately designated by the General Plan and area plan land use maps."

LU 22.3 (Community Development) – "Require that adequate and available circulation facilities, water resources and sewer facilities exist to meet the demands of the proposed residential land use."

B. Finding: The design or improvement of the proposed subdivision is consistent with the City's General Plan and any applicable specific plan.

Evidence: The proposed subdivision has been designed to meet all City standards applicable to residential subdivisions, which are designed to provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on- and off-site public improvements. Further, all streets, utilities, and drainage facilities have been designed and are required to be constructed in conformance with City standards. There is no specific plan governing this project.

C. Finding: The site is physically suitable for the type and proposed density of development.

Evidence: The project site encompasses 4.16 acres. The Tentative Tract Map proposes to subdivide the project area into 15 lots for single-family residential development. The density allowed by the MDR designation allows between two and five detached single-family residences per acre on lots ranging from 5,500 to 20,000 square feet in size. The R-1 zone allows single-family dwellings on lot areas not less than 7,200 square feet. In review of the proposed tract map, the project density is proposed at 3.6 units per acre with lot sizes ranging from 8,142 to 12,007 square feet, which falls within the permitted density range and lot sizes and thus is consistent with the General Plan. Therefore, the proposed tract map is physically suitable for the type and proposed density of development.

D. Finding: The design of the subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The City prepared an Initial Study that resulted in the preparation, processing, and review of an Initial Study/Mitigated Negative Declaration for Tentative Tract Map No. 33840. The IS/MND analyzed the environmental issues required by CEQA related to fish and wildlife, including their respective habitats. The IS/MND was circulated for public review and made available for a 30 day public review period in accordance with CEQA. Thus, it has been determined that the design of the subdivision and proposed improvements will not likely cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat with implementation of the proposed mitigation measures as outlined in the IS/MND and the Mitigation Monitoring and Report Program (MMRP). Therefore, the proposed tract map meets this finding.

E. Finding: The design of the subdivision or type of improvements is not likely to cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and Subdivision Ordinance. The design and construction of all improvements to accommodate the project have been conditioned in accordance with all applicable City of Wildomar ordinances, codes, and standards including but not limited to the California Uniform Building Code, the City's ordinances relating to stormwater runoff management, and adopted public works standards. As the City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare, the proposed tract map meets this finding.

F. Finding: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The project contains an abandonment of unknown alleys and reservation of easement for existing utilities, a vacation of an unnamed alley and reserving and excepting an easement for any public utilities, and an easement for a water pipeline to the Elsinore Valley Municipal Water District. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

FISCAL IMPACT:
The proposed project is conditioned (Engineering Condition No. 42) to annex into the City-wide CFD, so there will be no negative fiscal impact from this project.

PUBLIC NOTICING/COMMUNICATION:
In accordance with Wildomar Municipal Code sections 16.12.140(A) and 17.280.040, the Planning Department on August 26, 2015, mailed a public hearing notice to all property owners within a 600-foot radius of the proposed project boundaries notifying them of the September 9, 2015 City Council meeting. In addition, on August 28, 2015, a legal notice was published in the Press Enterprise, a local newspaper of general circulation, notifying the general public of the September 9, 2015 City Council meeting. Lastly, in accordance with Section 16.12.140(A), a public hearing notice was also provided on August 26, 2015 to the Elsinore Valley Municipal Water District (EVMWD) and the Lake Elsinore Unified School District notifying these two agencies of the September 9, 2015 City Council meeting.

Submitted By:	Approved By:
Matthew C. Bassi	Gary Nordquist
Planning Director	City Manager

ATTACHMENTS

A. Resolution No. 2015-___ for IS/MND/MMRP
   - Exhibit 1 – Initial Study/Mitigated Negative Declaration
   - Exhibit 1-A Technical Appendices/Studies
   - Exhibit 2 – Mitigation Monitoring and Reporting Program
   - Exhibit 3 – IS/MND "Responses to Comments"

B. Draft Ordinance No. ___ for Change of Zone No. 08-0154

C. Resolution No. 2015-___ for Tentative Tract Map No. 33840
   - Exhibit 1 – Conditions of Approval Matrix

D. Tentative Tract Map No. 33840 Exhibit

INCORPORATED HEREIN BY REFERENCE THE FOLLOWING

- City of Wildomar General Plan and EIR
- City of Wildomar Zoning Ordinance (Title 17 of the WMC)
- City of Wildomar Subdivision Ordinance (Title 16 of the WMC)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project – Continued From September 9, 2015

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR THE WILDOMAR MASTER DRAINAGE PLAN LATERAL C-1 STORM DRAIN PROJECT

2. Approve the construction plans, specifications and estimate and authorize staff to advertise for bids.

DISCUSSION:
On May 14, 2014, the City Council approved an Agreement with the Riverside County Flood Control District (District) for the design and construction of the Wildomar Master Drainage Plan Lateral C-1 Storm Drain located along Refa Street (an unimproved street) between Palomar Street and Charles Street. Under the Agreement, the District would provide funding for the project and the City would administer the design and construction. Upon completion of the project the facility would be transferred to the District for maintenance.

On June 18, 2014, the City entered into a Professional Services Agreement with Albert A. Webb & Associates to prepare the required environmental documentation, final design and preparation of construction plans, specifications and estimate.

In coordination with staff, the Initial Study (IS) was prepared for the project resulting in a Mitigated Negative Declaration (MND) determination. The IS/MND identified impacts

from the proposed project that resulted in mitigation measure related to Biological, Cultural, Geological/Soils, and Noise Resources (Attachment A – Exhibit 1). As a result of these mitigation measures, a Mitigation Monitoring and Reporting Program (MMRP) have been prepared (Attachment A – Exhibit 3).

Upon completion of the IS/MND and Technical Studies, staff released the document for the required 30 day public review/comment period which began on November 5, 2014, and concluded on December 4, 2014. All required noticing to the state, county clerk and local paper were done in accordance with CEQA guidelines. No public review comments were received during the 30 day public review period, thus, a Response to Comments document is not necessary.

It is Staff's recommendation that the City Council adopt the Initial Study/Mitigated Negative Declaration, Technical Appendices and Mitigation Monitoring and Reporting Program for the proposed Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project. Once adopted, the Planning Director will file the Notice of Determination (NOD) and filing fee with the Riverside County Clerk in accordance with CEQA law.

Staff also recommends approval of Lateral C-1 Storm Drain Design and the Plans, Specifications and Estimate (Attachment B). Staff further recommends authorization to advertise for construction bids once all the property acquisitions have been secured. Advertisement for bids is expected in Spring 2016.

FISCAL IMPACT:
Filing of the required NOD for the IS/MND with the County Clerk is $2,260 which will be paid from the Lateral C-1 CIP budget account. The Lateral C-1 Storm Drain project is included in the 2015-16 budget; however, funds for the project are being provided by the Riverside County Flood Control District.

Submitted by:	Approved by:
Dan York	Gary Nordquist
Assistant City Manager	City Manager

ATTACHMENTS:

A. Resolution
    - Exhibit 1 - IS/MND Document for Lateral C-1 Project
    - Exhibit 2 – Technical Appendices
        - Appendix A - Air Quality/Greenhouse Gas Analysis
        - Appendix B.1 - BRA/BOS/MSHCP Analysis
        - Appendix B.2 - Jurisdictional Delineation Report
        - Appendix B.3 - DBESP Report
        - Appendix C - Geotechnical Report

Appendix D – Drainage Study

Exhibit 3 – Mitigation Monitoring and Reporting Program (MMRP)

B. Plans, Specifications, Estimate

ATTACHMENT A

Resolution

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING & REPORTING PROGRAM (MMRP) FOR THE WILDOMAR MASTER DRAINAGE PLAN LATERAL C-1 STORM DRAIN PROJECT

WHEREAS, prior to the incorporation of the City of Wildomar in 2008, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) prepared the Wildomar Master Drainage Plan which included a flood control improvement project designated as Lateral C-1, and

WHEREAS, on May 14, 2014 the City of Wildomar and the RCFC&WCD entered into an agreement for the design and construction of the Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project stipulating that the City of Wildomar would act as the Lead Agency under CEQA, and

WHEREAS, the proposed Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project is considered a "project" as defined by the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA") and the CEQA Guidelines (14 California Code of Regulations § 15000 et seq.); and

WHEREAS, the Planning Director determined that the proposed project may have one or more significant effects on the environment and that preparation of an Initial Study/Mitigated Negative Declaration was therefore warranted under Public Resources Code §21080(c); and

WHEREAS, the proposed Initial Study/Mitigated Negative Declaration consists of the following documents: Initial Study/Mitigated Negative Declaration, Technical Appendices (6), and Mitigation Monitoring & Reporting Program; and

WHEREAS, on November 5, 2014, using a method required under CEQA Guidelines Section 15072, the City provided a Notice of Intent (NOI) to the Office of Planning and Research (OPR/State Clearinghouse, Riverside County Clerk, and the Press Enterprise, a local newspaper of general circulation regarding public review, of the proposed Initial Study/Mitigated Negative Declaration for the Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project; and

WHEREAS, On November 5, 2014, the draft Initial Study/Mitigated Negative Declaration packet was made available for a 30-day public review period commencing on November 5, 2014 and concluding on December 4, 2014 as required by CEQA Guidelines §15087; and

WHEREAS, during the 30-day public review period, no public comments were received, thus, no formal responses need to be prepared; and

WHEREAS, the City of Wildomar City Council on September 9, 2015 held a public meeting at which time the City Council received pubic testimony from interested persons in support of, or opposition to, the proposed Initial Study/Mitigated Negative Declaration for Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project, and continued the item to the September 23, 2015 Council meeting; and

WHEREAS, the City of Wildomar City Council on September 23, 2015 held a public meeting at which time the City Council received pubic testimony from interested persons in support of, or opposition to, the proposed Initial Study/Mitigated Negative Declaration for Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project; and

WHEREAS, the Lateral C-1 Storm Drain Project was designed by a Professional Engineer, and Plans, Specifications and an Estimate of Probable Construction costs were prepared for the purposes of Advertising for Construction Bids in accordance with Public Contract Code section 20160 et.al.

NOW THEREFORE, the City Council of the City of Wildomar does hereby resolve, determine, and order as follows:

SECTION 1. CEQA FINDINGS

The City Council, in light of the whole record before it including but not limited to the staff report, proposed Initial Study/Mitigated Negative Declaration, Technical Appendices and Mitigation Monitoring & Reporting Program attached hereto this Resolution (Exhibits 1, 2 and 3) documents incorporated herein by reference, and other substantial evidence (within the meaning of Public Resources Code § 21080(e) and § 21082.2) within the record and/or provided at the public meeting, find and determine as follows:

A. Review Period: That the City has provided the public review period for the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the required 30-day pubic review period required by CEQA Guidelines Sections 15073 and 15105.

B. Compliance with Law: That the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program were prepared, processed, and noticed in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.).

C. Independent Judgment: That the Initial Study/Mitigated Negative Declaration Technical Appendices, and Mitigation Monitoring & Reporting Program reflects the independent judgment and analysis of the City.

D. Mitigation Monitoring & Reporting Program: That the Mitigation Monitoring & Reporting Program is designed to ensure compliance during project implementation in that changes to the project and/or mitigation measures have been incorporated into the project and are fully enforceable through permit conditions, agreements or other measures as required by Public Resources Code Section 21081.6.

E. No Significant Effect: That revisions made to the project as agreed to by the applicant and mitigation measures imposed as conditions of approval on the project, avoid or mitigate any potential significant effects on the environment identified in the Initial Study to a point below the threshold of significance. Furthermore, after taking into consideration the revisions to the project and the mitigation measures imposed, there is no substantial evidence, in light of the whole record, from which it could be fairly argued that the project may have a significant effect on the environment. Therefore, the City Council concludes that the project will not have a significant effect on the environment with the proposed Mitigation Measures and Mitigation Monitoring & Reporting Program.

SECTION 2. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP)

The project is found to be consistent with the MSHCP. The project is located outside of any MSHCP criteria area and mitigation is provided through payment of the MSHCP Mitigation Fee.

SECTION 3 CITY COUNCIL ACTIONS.

The City Council hereby takes the following actions:

1. Adoption of a Initial Study/Mitigated Negative Declaration: The City Council hereby adopts the Initial Study/Mitigated Negative Declaration, Technical Appendices, and Mitigation Monitoring & Reporting Program for the Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project provided herein and attached to this Resolution as Exhibits 1, 2 and 3.

2. Filing a Notice of Determination: In compliance with Public Resources Code § 21152 and CEQA Guidelines § 15075, the City Council directs the Planning Director to prepare a Notice of Determination (NOD) and file said notice with the Riverside County Clerk for posting concerning the approval and adoption of the Initial Study/Mitigated Negative Declaration within five (5) working days of project approval in accordance with CEQA law.

3. Location: The Initial Study/Mitigated Negative Declaration, Technical Appendices and Mitigation Monitoring & Reporting Program for the Lateral C-1 project and all documents incorporated therein or forming the record of decision therefore, shall be filed with the Wildomar Public Works Department at the Wildomar City Hall, 23873 Clinton Keith Road, Suite 201, Wildomar, California 92595, and shall be made available for public review upon request.

PASSED, APPROVED AND ADOPTED this 23rd day of September, 2015.

_____
Ben Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

EXHIBIT 1 of ATTACHMENT A

Initial Study/Mitigated Negative Declaration (IS/MND) Document

EXHIBIT 2 of ATTACHMENT A

Technical Appendices

Appendix A - Air Quality/Greenhouse Gas Analysis

Appendix B.1 - BRA/BOS/MSHCP Analysis

Appendix B.2 - Jurisdictional Delineation Report

Appendix B.3 - DBESP Report

Appendix C - Geotechnical Report

Appendix D – Drainage Study

EXHIBIT 3 of ATTACHMENT A

Mitigation Monitoring & Reporting Program (MMRP)

Wildomar Master Drainage Plan Lateral C-1 Storm Drain Project

ATTACHMENT B

Plans, Specifications, Estimate

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.2
GENERAL BUSINESS
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: ZIP Code Boundary Review

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution entitled:

RESOLUTION NO. 2015 - _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING THE U.S POSTAL DISTRICT MANAGER TO CONDUCT A ZIP CODE BOUNDARY REVIEW

DISCUSSION:
The development throughout southwest Riverside County and specifically in the City of Wildomar has resulted in a wide range of postal zip codes and postal routes over the decades. The primary zip code for the City of Wildomar is 92595. Based on broad survey other zip codes within the City of Wildomar include zip codes typical of the communities of Menifee, Sun City, Romoland, Winchester, Perris, Lake Elsinore, Murrieta and Temecula.

Staff recommends that the City Council adopt the attached Resolution which includes a letter to the District Manager. To initiate the zip code boundary review process, the city shall submit a letter to the District Manager requesting the changes desired with rationale and an endorsement from the local government.

FISCAL IMPACT:
There is no direct fiscal impact to the city in requesting the U.S. Postal District Manager to review the Wildomar Routes. Should the U.S. Postal District Manager modify the routes and zip codes there may be a fiscal impact to the affected properties.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Resolution

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, REQUESTING THE U.S POSTAL DISTRICT MANAGER TO CONDUCT A ZIP CODE BOUNDARY REVIEW

WHEREAS, the City of Wildomar's main zip code is 92595; and

WHEREAS, ten other zip codes for 795 parcels exist within the city limits, and

WHEREAS, the City of Wildomar requests efficient postal distribution and desires Municipal identity with one uniform zip code,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wildomar shall submit a letter (Exhibit 1) to the District Manager requesting a zip code boundary review.

PASSED, APPROVED AND ADOPTED this 23rd day of September, 2015.

_____
Ben Benoit
Mayor

APPROVED AS TO FORM:

_____
Thomas D. Jex
City Attorney

ATTEST:

_____
Debbie A. Lee, CMC
City Clerk

Ben Benoit, Mayor
Bridgette Moore, Mayor Pro Tem
Bob Cashman, Council Member
Marsha Swanson, Council Member
Timothy Walker, Council Member

23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

September 23, 2015

James Olson
District Manager
USPS San Diego District
11251 Rancho Carmel Dr.
San Diego, CA 92199-9990

Subject: ZIP Code Boundary Review for the City of Wildomar

Mr. Olson,

The City of Wildomar requests your review of the ZIP Code Boundary(ies) that currently exist in the City of Wildomar. Attached please find a Resolution from the City Council endorsing the ZIP Code Boundary review.

Efficient Postal Distribution – The city recently conducted a broad scoped review of the current zip codes within the city limits of Wildomar. We found 10 zip codes in addition to our main zip code of 92595. The attached Exhibits generally show the random distribution of parcels with neighboring area zip codes. In summary, the zip codes and (number of parcels) are: 92581 (1); 92530 (598); 92532 (17); 92584 (153); 92562 (8); 92570 (1); 92586 (7); 92590 (1); 92592 (5); and, 92596 (4). Please review if this distribution provides the most efficient postal distribution.

Municipal Identity – The city realizes that the Postal Service must be guided by concerns for service and efficiency. While the city is currently about 40% of undeveloped areas, we are seeing an influx in development activity. The City's boundaries are fixed without an opportunity to annex additional undeveloped areas because the city is firmly bound by Lake Elsinore, Menifee and Murrieta city limits.

A portion of our city is currently served with Menifee zip codes. Postal distribution today may be most efficient as this area remains mostly un-developed. Menifee is also experiencing significant development activities. As the areas adjacent to the Menifee and Wildomar boundary develops the current postal distribution may not prove the most efficient. Menifee and Wildomar are newly incorporated cities and establishing our Municipal Identity is important to us. Please review if the current postal distribution with an eye towards the future development could be changed to align with our geographic boundaries.

Similarly a portion of our City is currently served with Lake Elsinore zip codes (an area also known as SEDCO). In this case the area is fully developed. The adjacent properties to this small area of our community are served through Wildomar branch office and may not have much of an impact on overall efficiency either way. Please consider placing this area with a City of Wildomar zip code based on Municipal Identity.

Thank you for your consideration of the request to Review the ZIP code boundary in the City of Wildomar.

Sincerely,
City of Wildomar

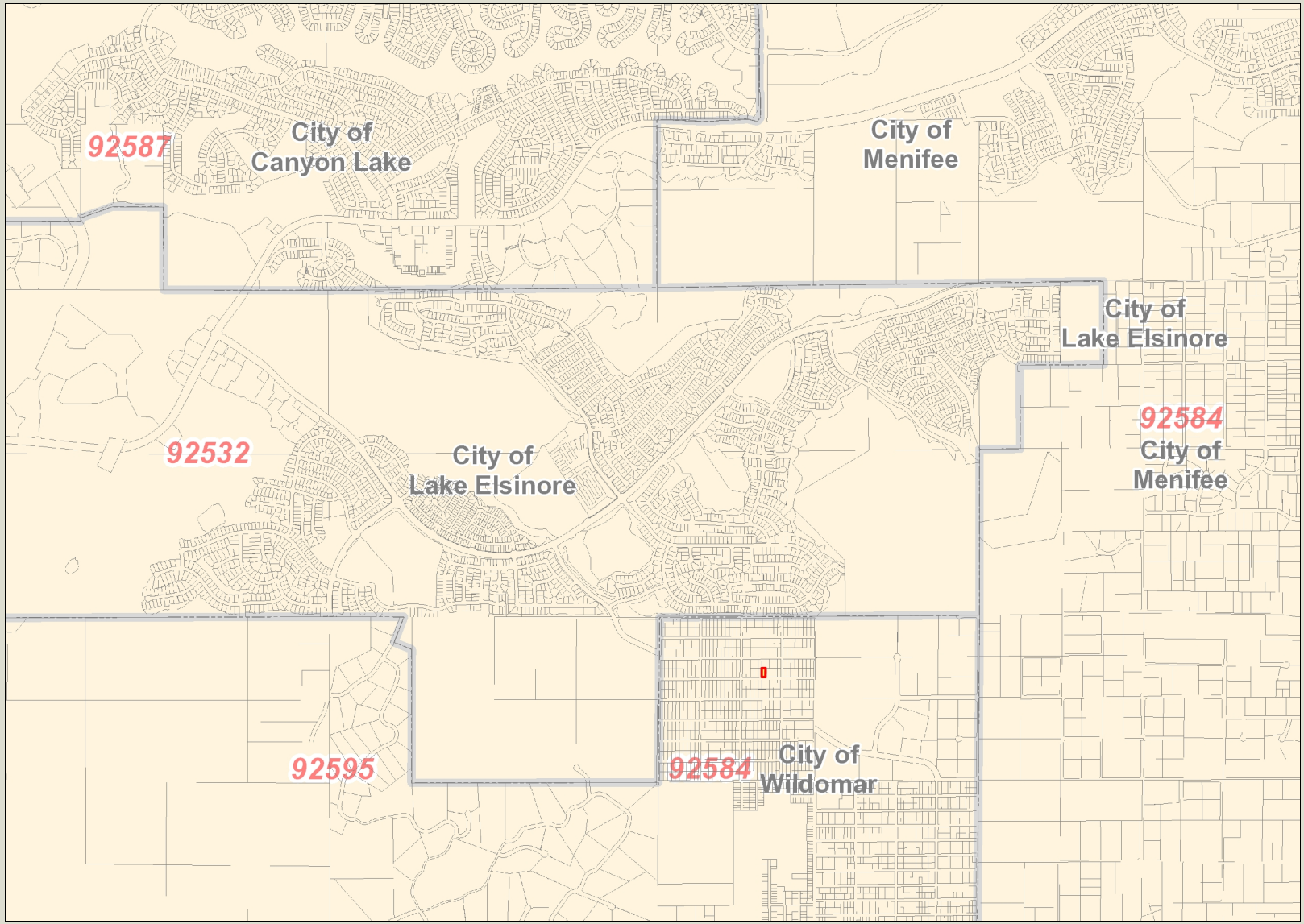
Ben Benoit, Mayor

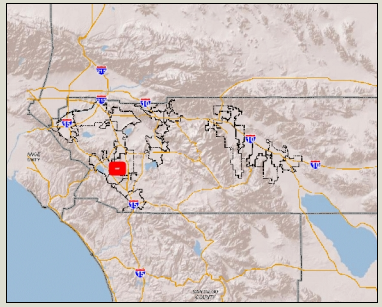
cc: Steve Manos, Mayor City of Lake Elsinore
Scott Mann, Mayor City of Menifee
Faye Dolias, USPS Wildomar Postmaster

Attachment:
Resolution Endorsing USPS ZIP code boundary review
Exhibits of 10 Zip Codes within City of Wildomar boundaries

CITY OF WILDOMAR

1 PARCEL WITHIN WILDOMAR WITH CANYON LAKE ZIPCODES (92587)





Legend

- City Boundaries
- Cities

0 2,989 5,978 Feet

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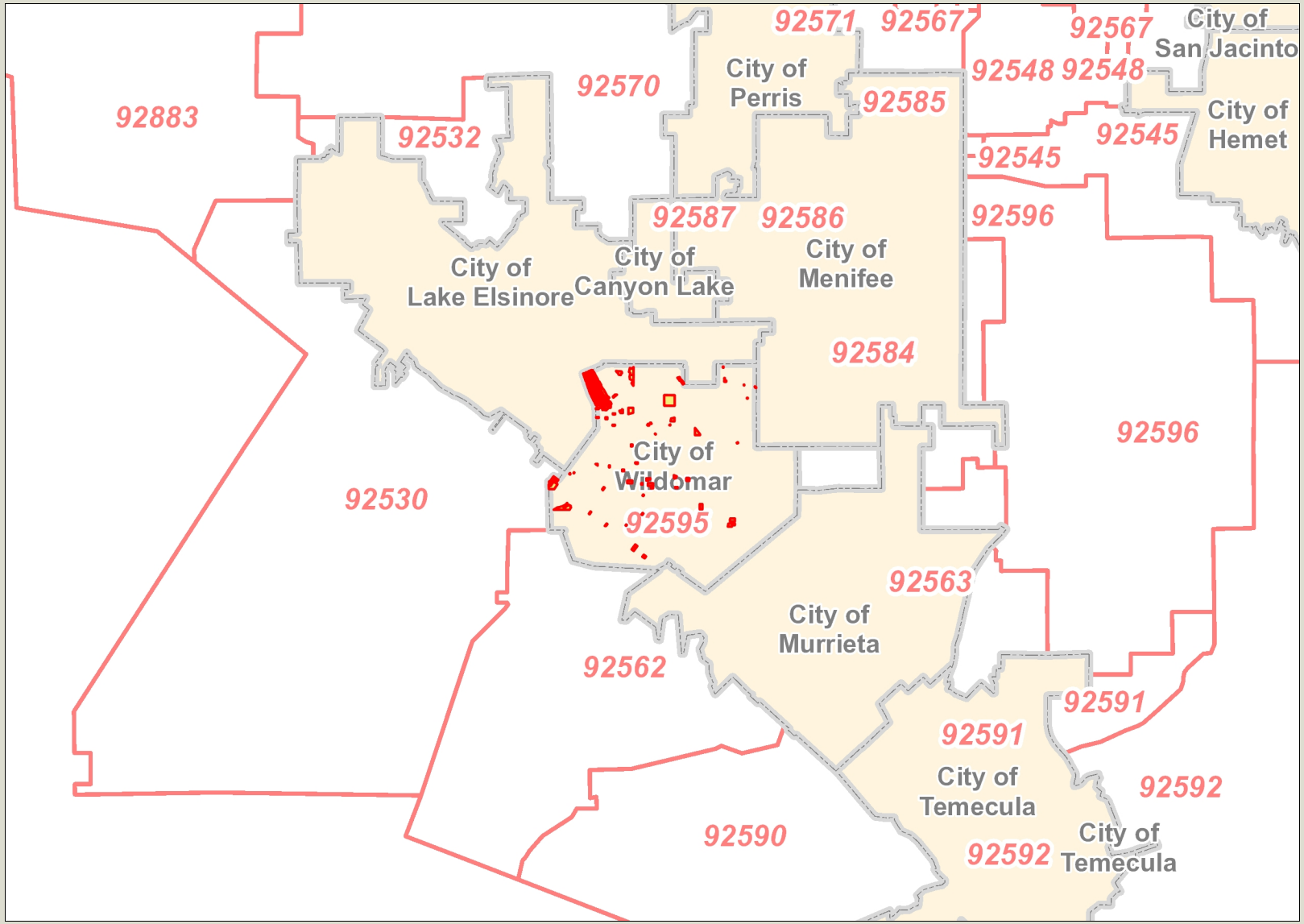
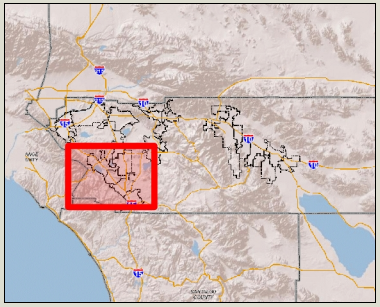
Notes

1 PARCEL WITHIN WILDOMAR WITH CANYON LAKE ZIPCODES (92587)

CITY OF WILDOMAR

598 PARCELS WITHIN WILDOMAR WITH LAKE ELSINORE ZIPCODE (92530)





Legend

- City Boundaries
- Cities

0 23,696 47,392 Feet

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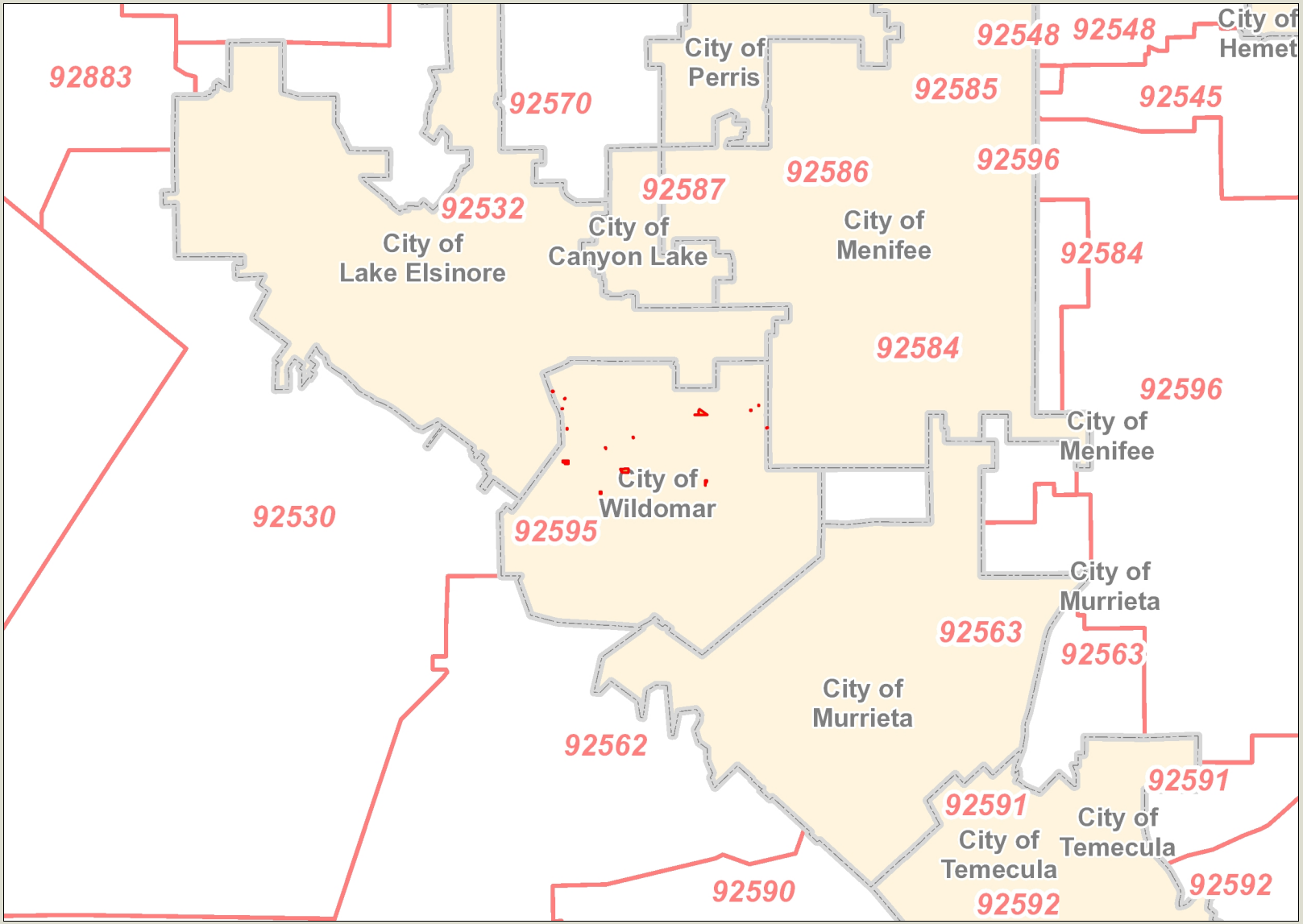
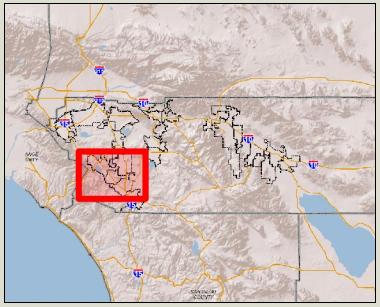
Notes

598 PARCELS WITHIN WILDOMAR WITH LAKE ELSINORE ZIPCODE (92530)

CITY OF WILDOMAR

17 PARCELS WITHIN WILDOMAR WITH LAKE ELSINORE ZIPCODES (92532)





Legend

- City Boundaries
- Cities

0 18,340 36,680 Feet

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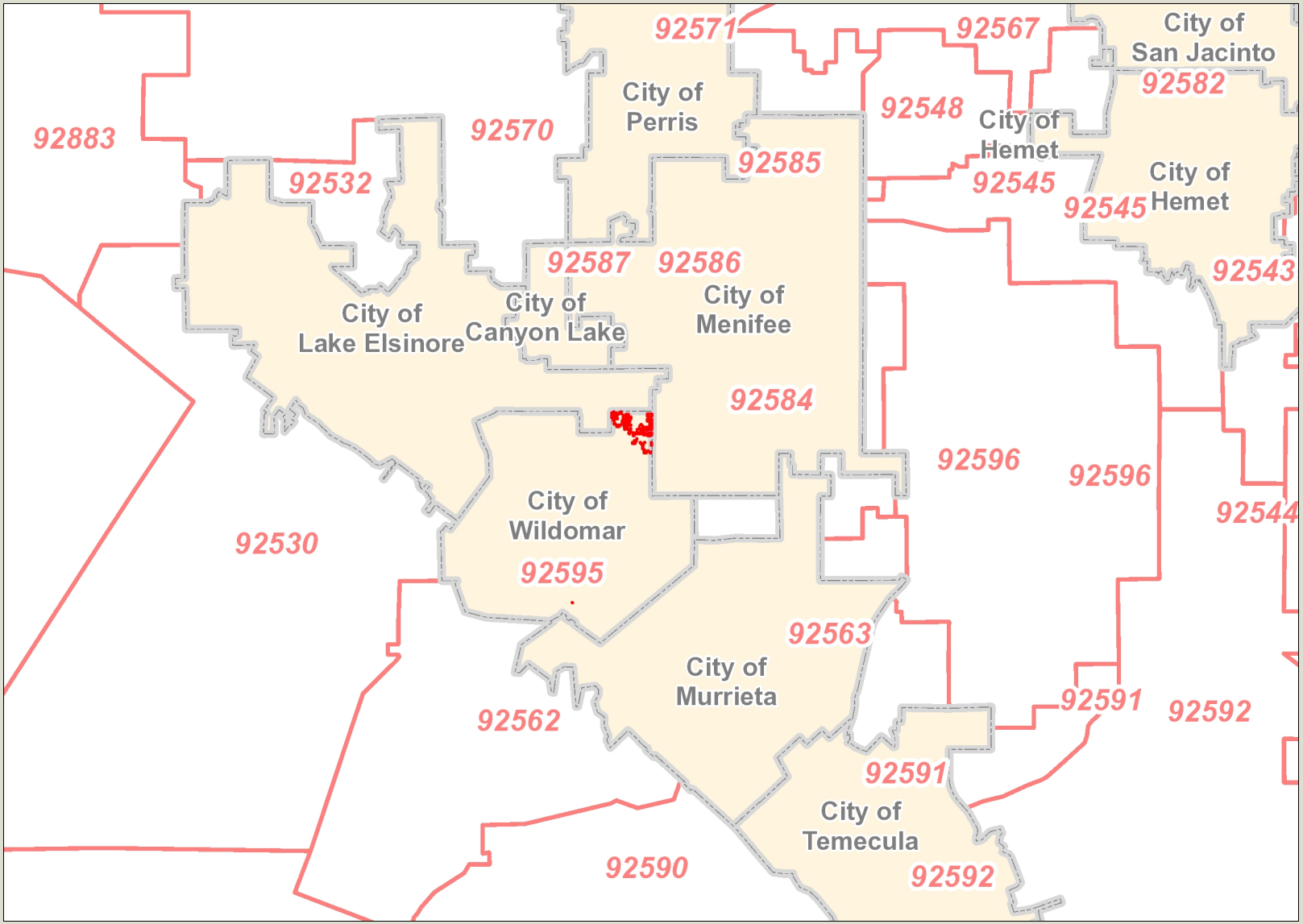
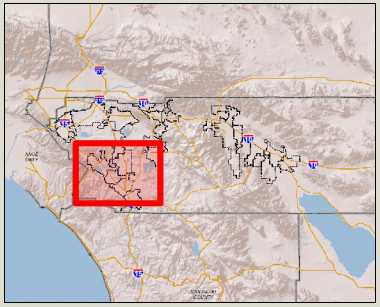
Notes

17 PARCELS WITHIN WILDOMAR WITH LAKE ELSINORE ZIPCODES (92532)

CITY OF WILDOMAR

153 PARCELS WITHIN WILDOMAR WITH MENIFEE ZIPCODES (92584)





Legend

- City Boundaries
- Cities

0 23,265 46,529 Feet

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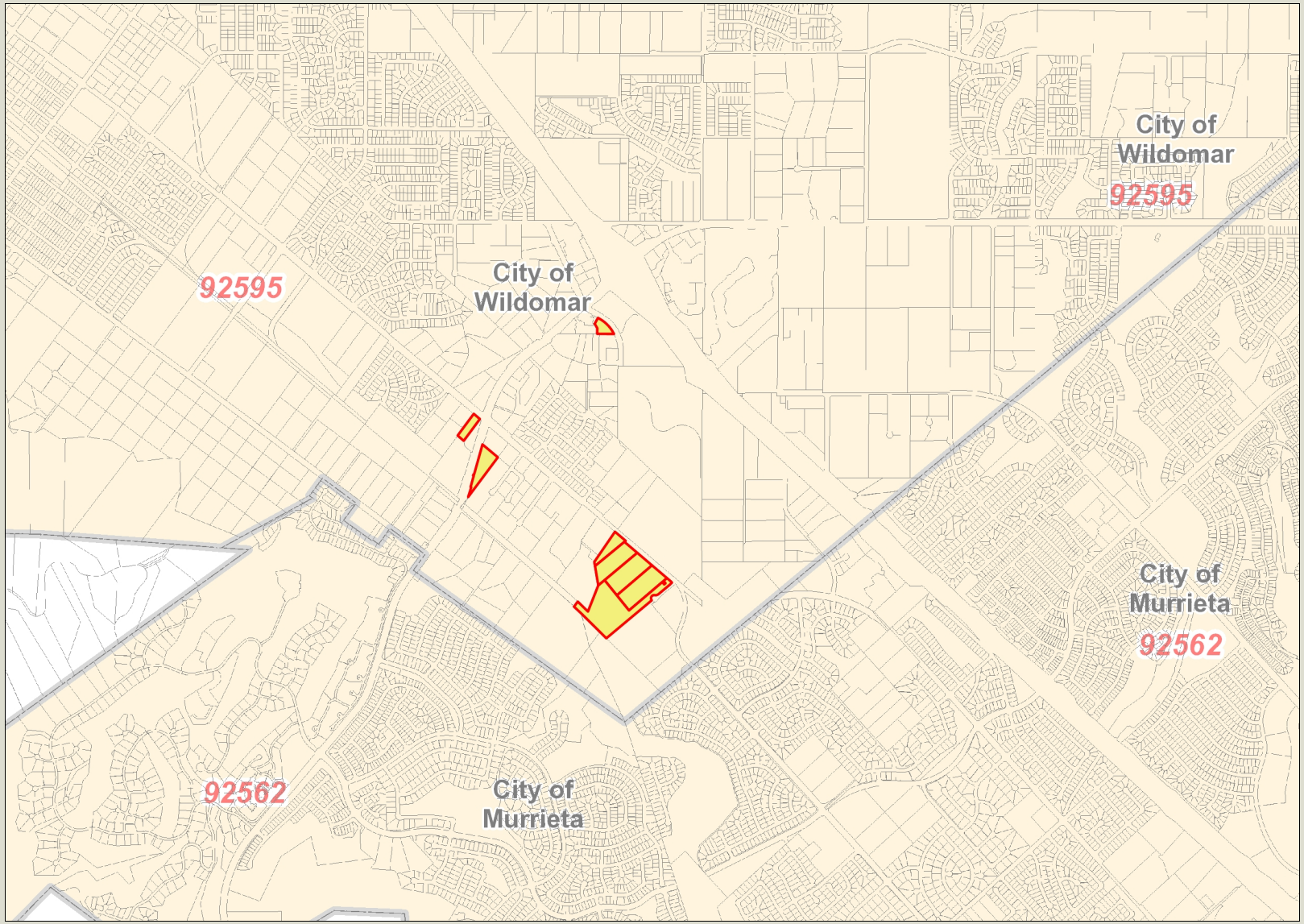
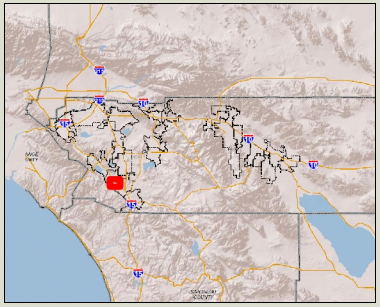
Notes

153 PARCELS WITHIN WILDOMAR WITH MENIFEE ZIPCODES (92584)

CITY OF WILDOMAR

8 PARCELS WITHIN WILDOMAR WITH MURRIETA ZIPCODES (92562)





Legend

- City Boundaries
- Cities

0 2,909 5,818 Feet

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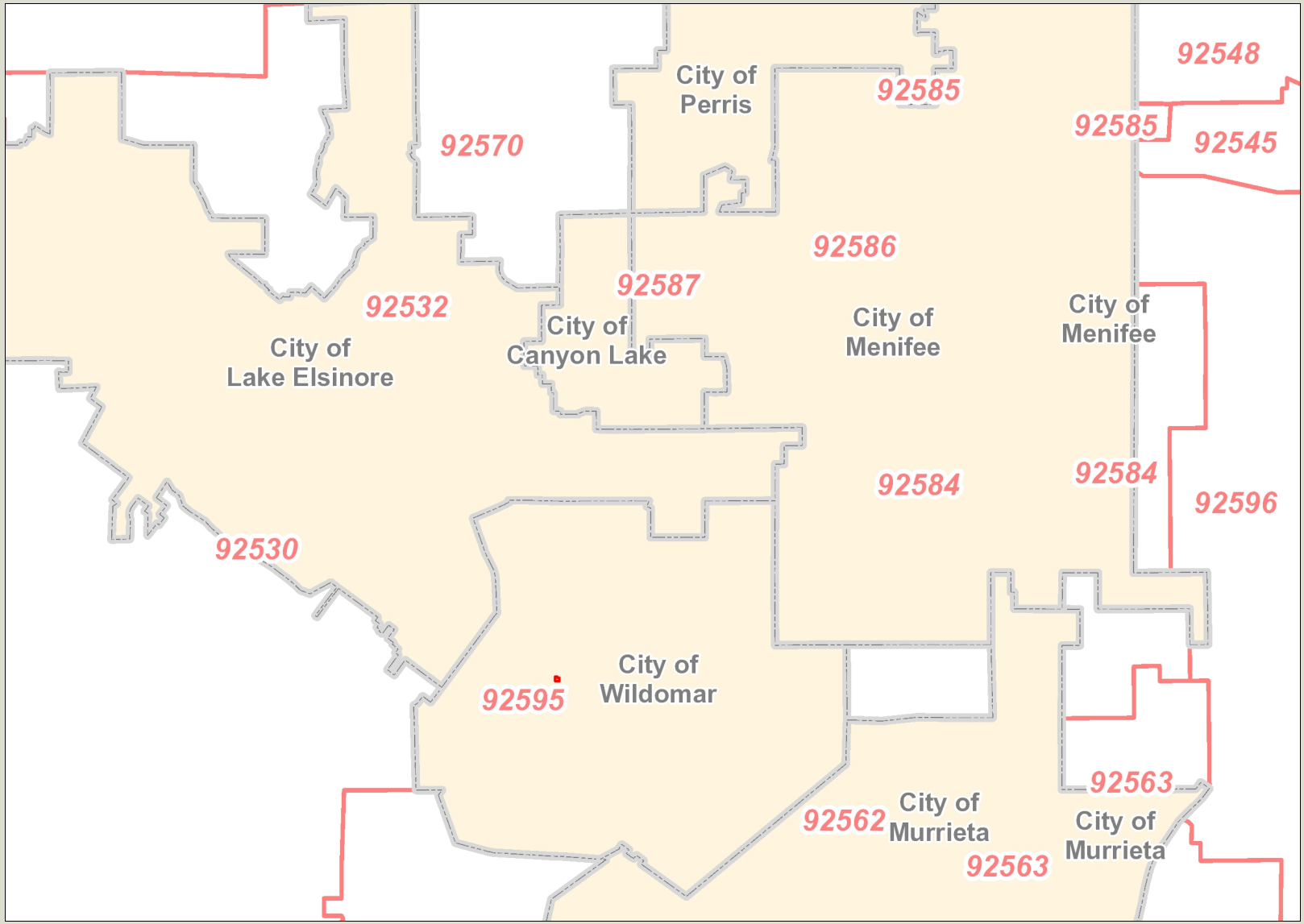
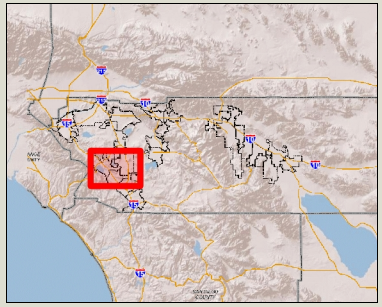
Notes

8 PARCELS WITHIN THE CITY OF WILDOMAR BOUNDARY HAVE MURRIETA, CA 92562 ADDRESSES
APN'S: 380110043, 380140006, 380140013, 380210001, 380210002, 380210003, 380210004, 380210008

CITY OF WILDOMAR

1 PARCEL WITHIN WILDOMAR WITH PERRIS ZIPCODE (92570)





Legend

- City Boundaries
- Cities

0 13,636 27,273 Feet

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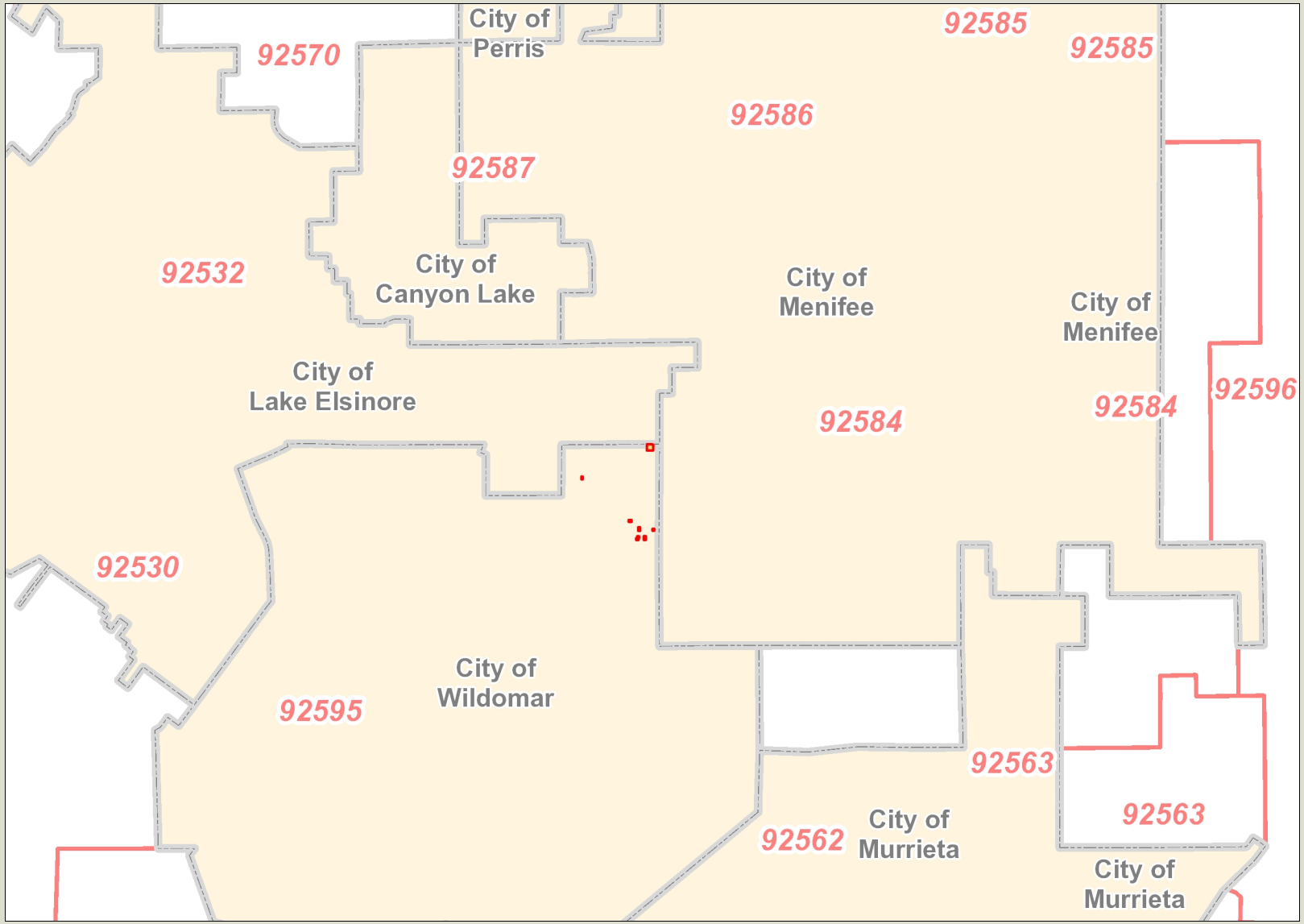
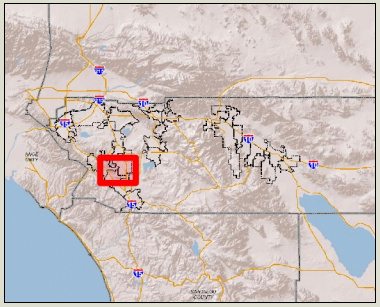
Notes

1 PARCEL WITHIN THE CITY OF WILDOMAR BOUNDARY HAS A PERRIS, CA 92570 ADDRESS
APN'S: 367070025

CITY OF WILDOMAR

7 PARCELS WITHIN WILDOMAR WITH SUN CITY ZIPCODES (92586)





Legend

- City Boundaries
- Cities

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0 9,766 19,532 Feet

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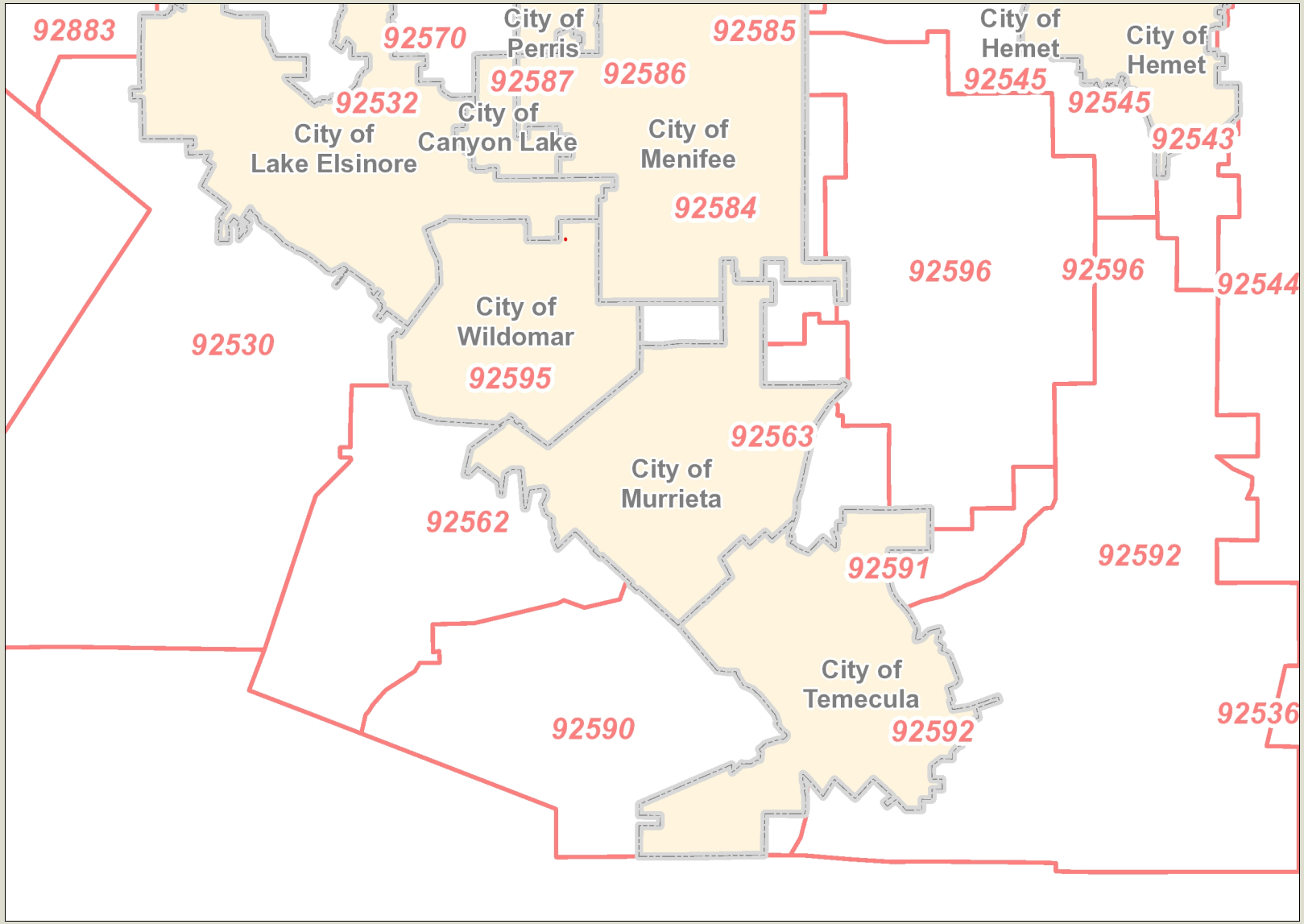
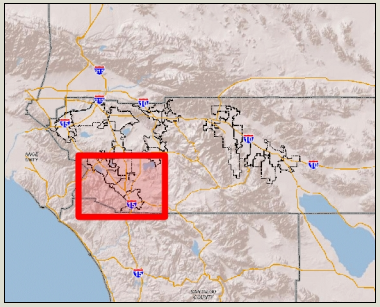
Notes

7 PARCELS WITHIN WILDOMAR WITH SUN CITY ZIPCODES (92586)

CITY OF WILDOMAR

1 PARCEL WITHIN WILDOMAR WITH TEMECULA ZIPCODE (92590)





Legend

- City Boundaries
- Cities

0 23,767 47,534 Feet

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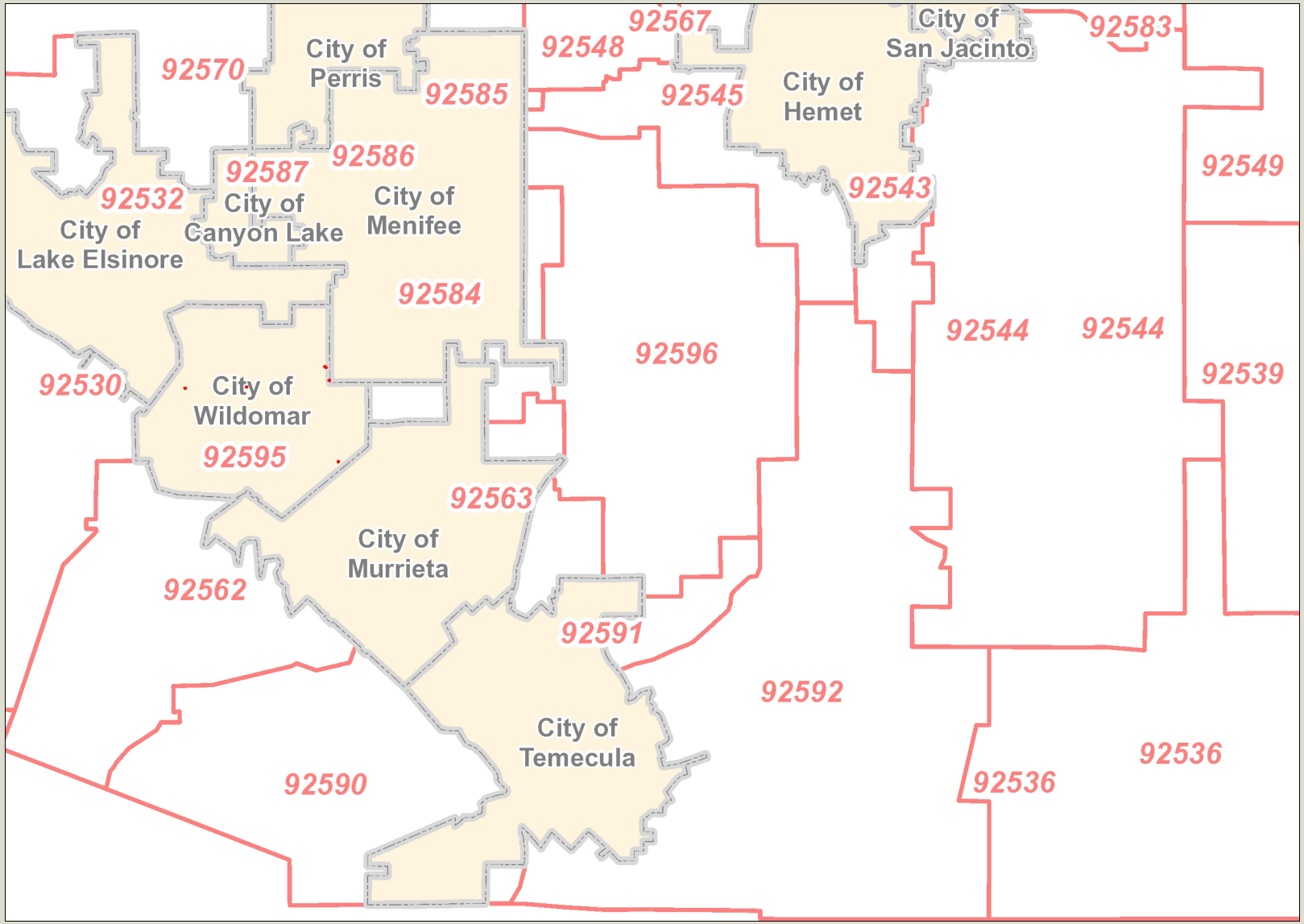
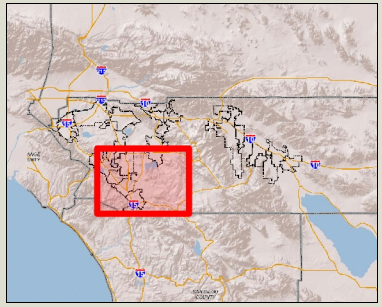
Notes

1 PARCEL WITHIN WILDOMAR WITH TEMECULA ZIPCODE (92590)

CITY OF WILDOMAR

5 PARCELS WITHIN WILDOMAR WITH TEMECULA ZIPCODE (92592)





Legend

- City Boundaries
- Cities

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0 25,235 50,470 Feet

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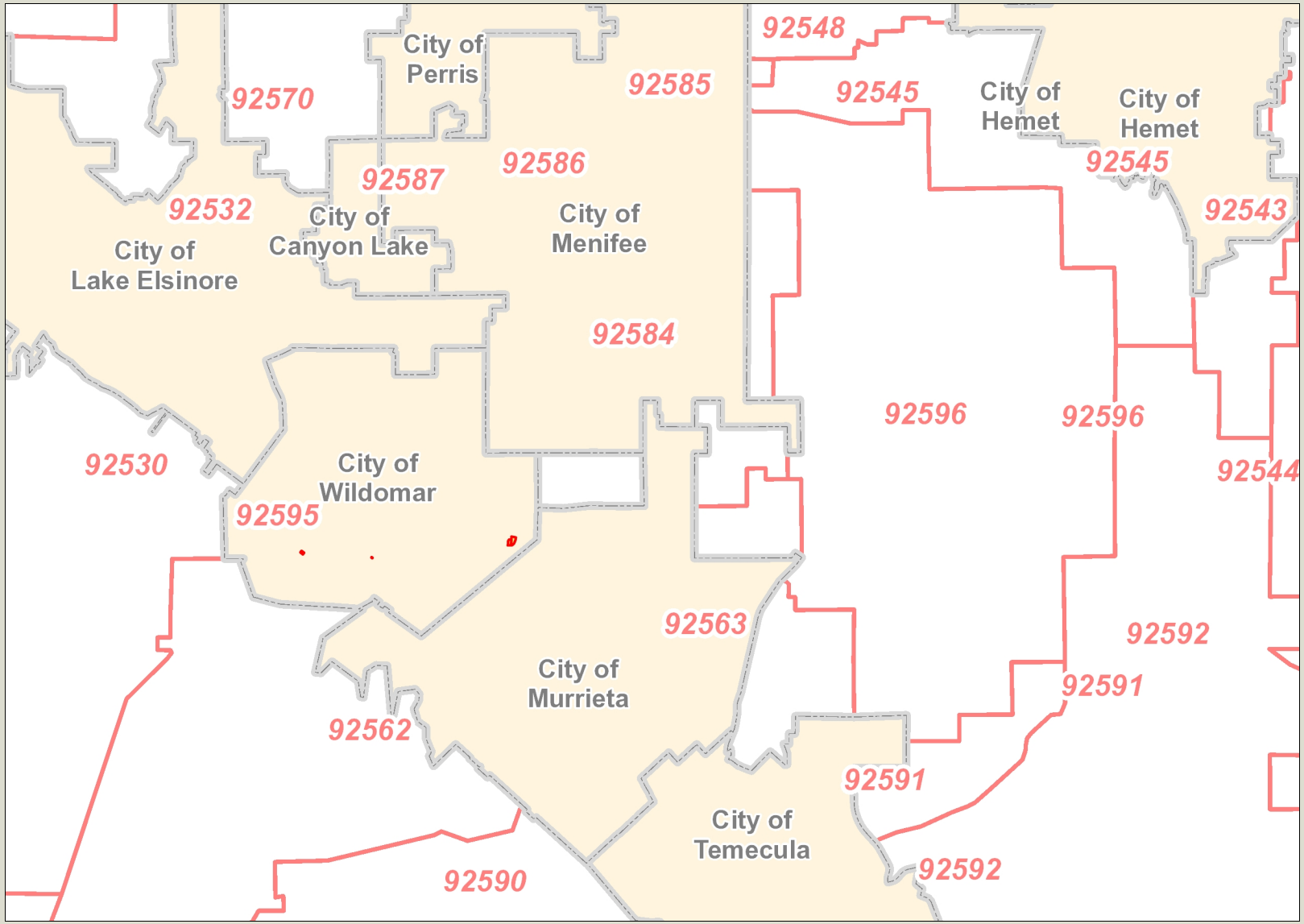
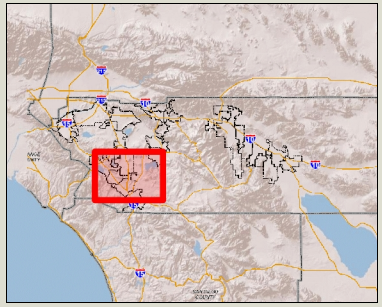
Notes

5 PARCELS WITHIN WILDOMAR WITH TEMECULA ZIPCODE (92592)

CITY OF WILDOMAR

4 PARCEL WITHIN WILDOMAR WITH WINCHESTER ZIPCODES (92596)





Legend

- City Boundaries
- Cities

0 18,734 37,468 Feet

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Notes

4 PARCEL WITHIN WILDOMAR WITH WINCHESTER ZIPCODES (92596)

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.3
GENERAL BUSINESS
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Matt Bennett, Deputy City Engineer

SUBJECT: Award of a Construction Contract for Clinton Keith Road Resurfacing Project (CIP 0034)

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Authorize the City Manager to execute a construction contract with American Asphalt South, Inc. in the amount of $121,051.42 for the Clinton Keith Road resurfacing Project (CIP 0034); and

2. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

BACKGROUND:
The City was awarded $135,000 for the CIP 0034 Project from STP/ HSIP Federal Grant Program. The local match for this project is provided by Measure A funds in the amount of $17,600.

The CIP 0034 Project will resurface 98,000 square feet of pavement on Clinton Keith Road between Stable Lanes Way and George Avenue. Work will include placement of road resurfacing, base repair, and traffic striping.

The CIP 0034 project was determined to be categorically exempt from further environmental review required by the California Environmental Quality Act, Section 15301(c) - Class 1 – Existing Facilities because the project work is on an existing street and the project is for the purposes of public safety.

DISCUSSION:
The project was advertised for bids on August 3, 2015. The City Clerk received two timely bids and one bid was returned unopened as it was received after the advertised bid opening time on Tuesday, August 25, 2015, as follows:

Contractor Name	Bid Amount
American Asphalt South, Inc.	$121,051.42
All American Asphalt	$129,300.75

The Engineer's Opinion of Construction Costs for these projects was $118,050.

Staff has reviewed the bid packages and determined that American Asphalt South, Inc. is the responsible bidder submitting the lowest responsive bid.

American Asphalt South, Inc. holds a valid Class A General Contractor's license in the State of California, with no enforcement actions listed. Their license expires in September 30, 2016. The Experience/Qualifications Statement that was submitted with the bid documents indicate that American Asphalt South, Inc. has engaged in contracting under the current name for sixteen years, and has never failed to satisfactorily complete a contract. American Asphalt South, Inc. listed seven slurry seal projects completed in 2014 ranging in value from $28,000 to $1,050,000. These projects were completed for various Cities and Agencies within Riverside, San Bernardino, and Los Angeles County.

The contract allows 25 working days to complete the required work. Based on construction starting within 15 working days after this award, construction would start on October 13, 2015 and the contract completion would be as early as November 16, 2015.

FISCAL IMPACTS:
The Project is funded $135,000 from the STP/ HSIP Federal Grant Program. The local match for this project is provided by Measure A funds in the amount of $17,600.

The Project expenditure summary is provided in the table below.

Project Expenditures	Budget	Expenditures to Date	Budget Remaining
Preliminary Engineering	$ 20,035	$ 14,845	$ 5,190
Construction Management and Construction	$ 133,565	$ 0	$ 133,565
Total	**$ 153,600**	**$ 14,845**	**$ 138,755**

The budget remaining is adequate to fund construction management, construction, and construction contingency.

There is no fiscal impact to the City's General Fund.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

A. Improvement Plan Schematic
B. American Asphalt South, Inc. Bid Package
C. Short-Form Construction Contract

ATTACHMENT A

CLINTON KEITH ROAD

CLINTON KEITH ROAD

80 40 0 80 160

SCALE: 1" = 80'

LEGEND

MICROSEAL	MH — EXISTING MANHOLE
BASE REPAIR	WV — EXISTING WATER VALVE
	EXISTING LOOP DETECTOR

REVISIONS			
NO.	DESCRIPTION	DATE	BY

7/25/2014 3:42:39 PM

BENCHMARK

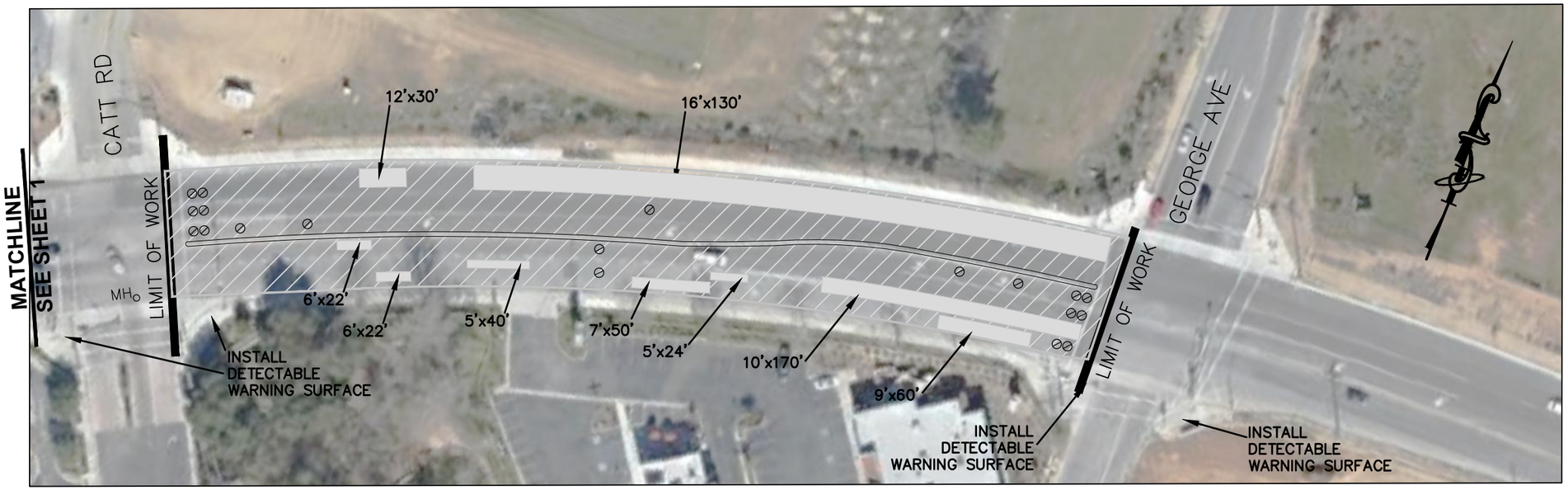
CLINTON KEITH ROAD MICROSURFACING PROJECT STPL-5484(006) EXHIBIT

DESIGNED BY:
DATE:

CHECKED BY:
DATE:

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
PAVEMENT WORK

SHEET 1 OF 4



CLINTON KEITH ROAD

80 40 0 80 160

SCALE: 1" = 80'

LEGEND

- MICROSEAL LIMIT
- BASE REPAIR
- MH EXISTING MANHOLE
- WV EXISTING WATER VALVE
- EXISTING LOOP DETECTOR

REVISIONS			
NO.	DESCRIPTION	DATE	BY

7/25/2014 3:42:43 PM

BENCHMARK

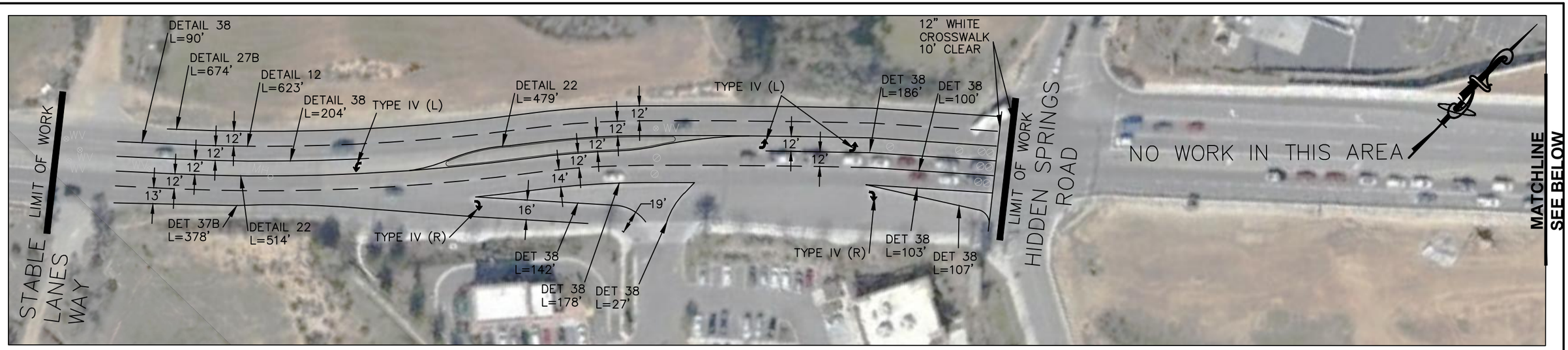
CLINTON KEITH ROAD MICROSURFACING PROJECT STPL-5484(006) EXHIBIT

DESIGNED BY:
DATE:

CHECKED BY:
DATE:

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
PAVEMENT WORK

SHEET 2 OF 4



CLINTON KEITH ROAD

CLINTON KEITH ROAD

LEGEND

DET 12	PROPOSED CALTRANS STRIPING DETAIL NUMBER
	EXISTING LOOP DETECTOR
MH	EXISTING MANHOLE
WV	EXISTING WATER VALVE

80 40 0 80 160

SCALE: 1" = 80'

REVISIONS			
NO.	DESCRIPTION	DATE	BY

7/25/2014 3:42:48 PM

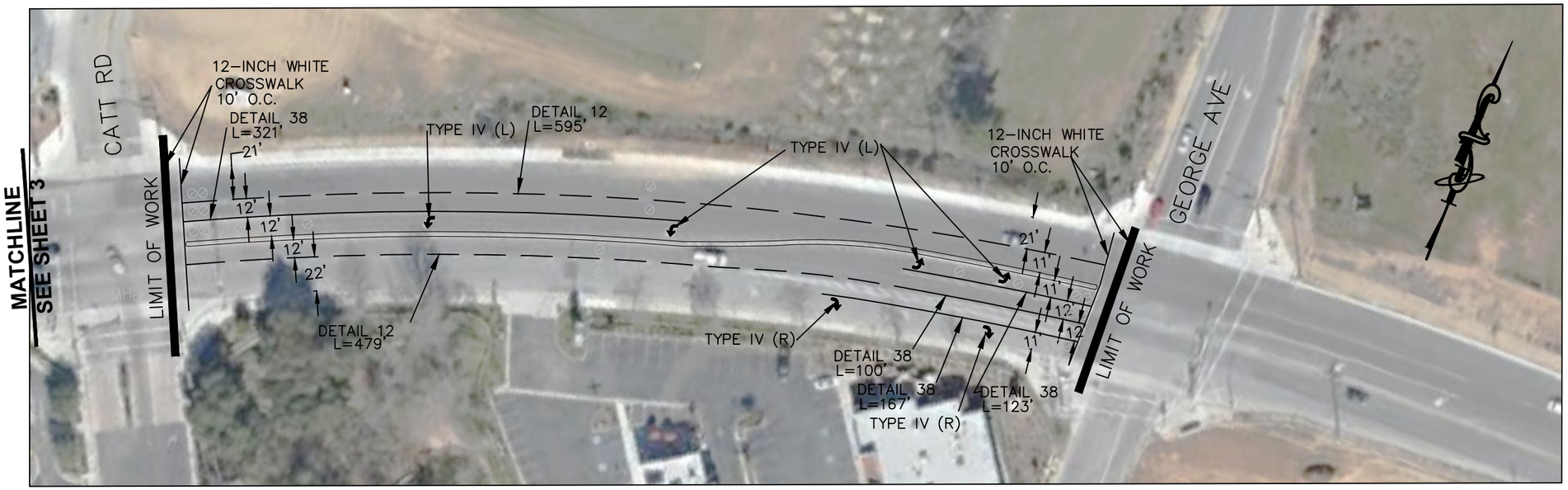
BENCHMARK

CLINTON KEITH ROAD MICROSURFACING PROJECT STPL-5484(006) EXHIBIT

DESIGNED BY:
DATE:
CHECKED BY:
DATE:

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
STRIPING PLAN

SHEET 3 OF 4



CLINTON KEITH ROAD

80 40 0 80 160

SCALE: 1" = 80'

LEGEND

DET 12	PROPOSED CALTRANS STRIPING DETAIL NUMBER
MH ◯	EXISTING MANHOLE
WV ⊗	EXISTING WATER VALVE
⊘	EXISTING LOOP DETECTOR

REVISIONS			
NO.	DESCRIPTION	DATE	BY

7/25/2014 3:42:53 PM

BENCHMARK

CLINTON KEITH ROAD
MICROSURFACING PROJECT
STPL-5484(006)
EXHIBIT

DESIGNED BY:
DATE:

CHECKED BY:
DATE:

CITY OF WILDOMAR
DEPARTMENT OF PUBLIC WORKS
STRIPING PLAN

SHEET 4 OF 4

ATTACHMENT B

City of Wildomar

ADDENDUM No. 1
For

CLINTON KEITH MICROSURFACING PROJECT
CIP 0034

Approved By: _____ DATE: 8-17-15
Deputy City Engineer

Acknowledged By: _____ DATE: 08/25/2015
Proposer's Signature
Jeff Petty, Vice President

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

SECTION C. BIDDER'S PROPOSAL

BIDDER'S CHECKLIST

BIDDER SHALL SUBMIT ALL FORMS UNDER SECTION C. BIDERS' PROPOSAL AS PART OF THE BID. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE BID.

For the: **Clinton Keith Microsurfacing Project #STPL-5484 (006)**

From:

NAME OF BIDDER American Asphalt South, Inc

BUSINESS P.O. BOX 310036

CITY, STATE, ZIP Fontana, CA 92331

BUSINESS STREET ADDRESS 14436 Santa Ana Avenue
(Please include even if P.O. Box used)

CITY, STATE, ZIP Fontana, CA 92337

TELEPHONE NO: **AREA CODE (909)** 427-8276

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned, as bidder, declares that he has carefully examined the location of the proposed work as described, examined the Plans, Specifications, Special Provisions, and other contract documents, together with all Addenda issued by the City of Wildomar, read the Instructions to Bidders, and is familiar with all proposal requirements, and hereby proposed and agrees, if the proposal is accepted, to complete the said construction in accordance with the Contract Documents, in the time stated herein, for the unit price or lump sum given on the following pages of this proposal, amounting to a base bid total of:

One Hundred Twenty One thousand Fifty-One dollars and forty-Two cents (Words) — $ 121,051.42 (Figures)

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite or proper and the providing of all necessary machinery, tools, apparatus, and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or the drawings for the work.

If the contract is awarded, the undersigned agrees to enter into a contract with the City of Wildomar and to commence work within fifteen (15) calendar days from the date of issuance of the Notice to Proceed and to diligently prosecute the work to completion before the expiration of Sixty (60) Working Days

All bids are to be computed on the basis of the given Estimated Quantities of Work, as indicated in this proposal, times the unit prices as submitted by the bidders. In case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices and the extension thereof, the unit price shall prevail and bids will be computed as indicated above and compared on the basis of corrected totals, given solely as a basis for comparison of bids. It is understood that the City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work or to omit portions of the work as may be deemed expedient by the Engineer.

It is also understood by Bidder that the City of Wildomar has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then any check or cashier's check shall be returned to the undersigned within thirty (30) days. No bid bonds will be returned. If the proposal is accepted and the undersigned fails to enter into a contract within fifteen (15) days after the agreement is delivered to him for signature, or within such further time as may be granted by the Members of the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bid who will execute a contract shall be paid into the treasury of the City of City of Wildomar as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is a bidder's bond *(Insert "$_____ cash," cashier's check, certified check or bidder's bond forms included in these Contract Documents, as the case may be),* in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:

The Guarantee Company of North America, USA
One Time Square, Suite 1470, Southfield, MI 48076

NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

American Asphalt South, Inc. Allan Henderson - President, Jeff Petty - Vice President, Lyle Stone, - Secretary

Licensed in accordance with an act providing for the registration of contractors:

License No. 784969 Classification(s) A.

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s: 1,

(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: August 24th, 2015

Sign Here

Jeff Petty

Vice President

Signature and Title of Bidder

Signatures shall be notarized

Business Address 14436 Santa Ana Ave., Fontana, CA 92337

Place of Business

Place of Residence

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.

Clinton Keith Road Microsurfacing Project #STPL-5484(006)					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Water Pollution Control Program	LS	1	750.00	750.00
2	Mobilization	LS	1	6,250.00	6,250.00
3	Construction Area Traffic Control	LS	1	18,000.00	18,000.00
4	Public Notification	LS	1	1,600.00	1,600.00
5	Microsurfacing, Type II	SF	97,540	0.30	29,262.00
6	Cold Plane and Replace- 6"AC	SF	7,054	7.15	50,436.10
7	Structural Pavement Grid	SF	700	1.65	1,155.00
8	Detectable Warning Surface	EA	4	1,375.00	5,500.00
9	Traffic Marking – Detail 12	LF	1,697	0.60	1,018.20
10	Traffic Striping – Detail 22	LF	993	1.10	1,092.30
11	Traffic Striping – Detail 37B	LF	378	1.15	434.70
12	Traffic Striping – Detail 38	LF	1,848	0.94	1,737.12
13	Traffic Striping – 12-Inch White	LF	590	4.40	2,596.00
14	Traffic Marking – Type IV(R)	EA	4	130.00	520.00
15	Traffic Marking – Type IV(L)	EA	5	130.00	650.00
16	Pavement Markers – Hydrant	EA	2	25.00	50.00

Clinton Keith Road Microsurfacing Project #STPL-5484(006)					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
				TOTAL BID PRICE	121,051.42

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

Total Bid Amount

One Hundred Twenty-TS One Thousand Fifty-One dollars and Forty-Two cents $ 121,051.42

Words **Figures**

BIDDER'S BOND

We American Asphalt South, Inc. as Principal, and The Guarantee Company of North America USA as Surety are bound unto the City of Wildomar, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee 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 Obligee, for Clinton Keith Microsurfacing Project #STPL-5484 (006)

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

for which bids are to be opened at 23873 Clinton Keith Road, Suite 201

(Insert place where bids will be opened)

Wildomar, CA 92595 on August 25, 2015

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 Obligee, 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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: August 12, 20 ;

American Asphalt South, Inc.

By _____ Principal Jeff Petty, Vice President

Business Address 14436 Santa Ana Avenue

Fontana, CA 92337

Mailing: P.O. Box 310036 Fontana, CA 92331

The Guarantee Company of North America USA

*By _____ Surety Elizabeth Collodi, Attorney-in-Fact

Business Address One Towne Square, Ste. #1470

Southfield, Michigan 48076

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____ SS

On _____ before me, _____, a _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

(SEAL) ***See Attached***

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."**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On August 25, 2015 (Date) before me, Richard Entrikin - Notary P. (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared Jeff Petty (Name(s) of Signer(s)),

☒ proved to me on the basis of satisfactory evidence

to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

RICHARD ENTRIKIN
COMM. # 2029943
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires July 13, 2017
INM1

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On August 12, 2015 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sara Walliser (Seal)

ARS3 SARA WALLISER ARS3
COMM. # 2118503
NOTARY PUBLIC · CALIFORNIA
COUNTY OF BUTTE
Comm. Expires JULY 5, 2019

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Barbara Midstokke, Renee Ramsey, Richard W. Pratt, John Hopkins, Elizabeth Collodi, Bobbie Beeny, Nancy Luttenbacher
Phillip O. Watkins, Keith T. Schuler, Melissa D. Diaz, Shawna Johnson, Patricia M. Simas
Interwest Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer | **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12 day of August, 2015

Randall Musselman, Secretary

NON-COLLUSION AFFIDAVIT

To the CITY OF WILDOMAR

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EXPERIENCE/QUALIFICATIONS STATEMENT

The bidder has been engaged in the contracting business, under the present business name for 15 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 25+ years.

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

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

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	See Attached List		

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.

Quantity	Name, Type and Capacity	Condition	Location
3	Head Savers - 10 Yard	Good	Fontana, CA

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
SAN BERN COUNTY JOHN BRADFORD (909)316-7307	CSA, ZONE R-42 TYPE II SLURRY SEAL PROJECT (WINDY PASS)	$60,385.65	Jul-14
CITY OF CORONADO TONY MENDOZA (619)522-7384	STREET PREVENTIVE MAINTENANCE FY 2013-2014	$177,765.00	Aug-14
SAN BERN COUNTY JOHN BRADFORD (909)316-7307	CSA 70, ZONE R-5 TYPE II ROAD SLURRY SEAL PROJECT (SUGARLOAF)	$445,597.12	Sep-14
CITY OF CLAREMONT VINCENT RAMOS (909)399-5395	RESIDENTIAL STREET SLURRY C.I.P. 2014-03	$270,076.55	Nov-14
SAN BERN COUNTY JOHN BRADFORD (909)316-7307	CSA 70, ZONE D-1 ROUSE RANCH ROAD SLURRY SEAL PROJECT (LAKE ARROWHEAD)	$28,023.70	Aug-14
CITY OF JURUPA VALLEY MIKE MYERS (951)332-6464	FY 2012-13 ANNUAL SLULRRY SEAL PROJECT	$153,798.92	Sep-14
CITY OF TEMECULA KENDRA HANNA-MEISTRELL (951)694-6411	CITYWIDE SLURRY SEAL PROJECT FISCAL YEAR 2014-15	$1,049,443.68	Nov-14
CITY OF SAN LUIS OBISPO DOUG NELMS (805)783-7710	ROADWAY SEALING 2014	$1,030,300.42	Nov-14
CITY OF EL SEGUNDO ARIANNE BOLA (310)524-2364	2013-2014 FURNISHING AND APPLICATION OF SLURRY SEAL ON VARIOUS STREETS	$717,932.45	Nov-14

REFERENCE LIST

AGENCY/CONTACT	PROJECT NAME	DOLLAR AMOUNT	DATE COMPLETED
TENAJA COMMUNITY ARLENE MILLER (951)678-9778	POLYMER-MODIFIED SEAL SLURRY PROJECT ZONE 2/3 AND ZONE 4	$162,423.28	Oct-14
CITY OF TORRANCE STEPHANIE COMON (310)618-3079	RESIDENTIAL SLURRY SEAL PROGRAM I-159 PHASE B(SUMMER 2014)	$945,585.33	Nov-14
CITY OF ARROYO GRANDE MICHAEL LINN (805)473-5444	2014 STREET RESURFACING PROJECT	$283,786.52	Dec-14
CITY OF PERRIS BRAD BROPHY (951)943-6504	2014 PAVEMENT REHABILITAION (P8-1083) & FLOOD BENEFIT ZONE REHABILITATION PROJECT (P8-1223)	$1,830,928.52	Jan-15
CITY OF LA QUINTA LEONARD ST SAUVER (760)777-7048	FISCAL YEAR 2014/2015 SLURRY SEAL PROGRAM CITY PROJECT NO. 2012-07A	$963,275.42	Nov-14
CITY OF LAKE ELSINORE NICOLE MCCALMONT (951)674-3124 X245	FY2014-2015 SLLURRY SEAL PROGRAM NIB NO. 2015-PW-SS-01 (CIP PROJECT NOS Z10014 & Z10022)	$630,611.94	Jan-15
CITY OF LOMA LINDA JARB THAIPEJR (909)799-2811	PAVEMENT REHABILITATION BY SLURRY SEAL METHOD AT BARTON ROAD AND MT. VIEW AVE CIP 14-165	$172,908.20	Oct-14
CITY OF BELLFLOWER FRANK PRECIADO (562)804-1424 x2251	PLACING OF SLURRY SEAL ON VARIOUS STREETS; SPECIFICATIONS NO. 13/14-02	$218,836.33	Nov-14
CITY OF WILDOMAR MATTHEW BENNETT (951)677-7751 X208	RESIDENTIAL SLURRY SEAL PROJECT FY 13/14	$483,935.58	Jan-15

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 each subcontractor who will perform work or labor or render service to the Contractor under these specifications. The percentage of work, the dollar value and specific work items shall be listed. If no sub-contractors are listed, all bonds and insurance will be written in the name of the general contractor only

SUBCONTRACTOR (Name, Address, License # and Class)	PERCENTAGE OF WORK / AMOUNT ($)/SPECIFIC WORK ITEMS
Hardy & Harper Inc. 1312 E. Warner Ave Santa Ana, CA 92705 215952, A	Portion of items # 6-8 Cold Planing, Installation only of AC, Structural Pavement grind, detectable warning surface, $40,000.00, 33.04%
E-NOR Innovations Inc. 16123 Illinois Ave Paramount, CA 90723 931953, C-31	item #3 Portion of construction area traffic control $3,500.00, 2.89%
Superior Pavement Markings P.O. Box 278 Beaumont, CA 92223 776306, C-32	items # 9-16 Portion of Striping, Markings, Pavement Markers $7,319.05, 6.04%

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder American Asphalt South, Inc, proposed subcontractor _____, hereby certifies that he has X, has not___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above Equal Employment Opportunity Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

SECTION K

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ Actual Planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-9

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Wildomar LOCATION:

PROJECT DESCRIPTION: Clinton keith Microsurfacing Project

TOTAL CONTRACT AMOUNT: $ 121,051.42

BID DATE: August 25th, 2015

BIDDER'S NAME: American Asphalt South, Inc.

CONTRACT DBE GOAL: 2.8 %

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
3	Traffic Control (Portion)	37118 08/17	E-Nor Innovations 16213 Illinois Ave Paramount, CA 90723	$ 3,500.00

For Local Agency to Complete:

Local Agency Contract Number:

Federal-aid Project Number:

Federal Share:

Contract Award Date:

Total Claimed DBE Participation $ 3,500.00

2.89 %

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number:

Signature of Bidder

08/24/2015 (909) 427-8276
Date (Area Code) Tel. No.

08/25/2015

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original -- Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

DBE INFORMATION —GOOD FAITH EFFORTS

Federal-aid Project No. STPL-5484(006) Bid Opening Date _____

The *City of Wildomar* established a Disadvantaged Business Enterprise (DBE) goal of 2.8% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____

_____

_____

_____

Names, addresses and phone numbers of firms selected for the work above:

_____

_____

_____

_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____

_____

_____

_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	[illegible]
Name: Hardy & Harper, Inc. Address: 1312 E. Warner Ave City State ZIP: Santa Ana, CA 92705	Phone (714) 444-1851 Fax (714) 441-2801	< $1 million < $5 million < $10 million < $15 million X > $15 million	Cold Plane, Installation of AC Only, Structural Pavement Grind, Detectable Warning Surface	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 52
Name: E-Nor Innovations, Inc. Address: 16213 Illinois Ave City State ZIP: Paramount, CA 90723	Phone (310) 513-6209 Fax (310) 513-6299	< $1 million < $5 million X < $10 million < $15 million > $15 million	Portion of Traffic Control	(YES) NO If YES list DBE #: 37018 Age of Firm (Yrs.) 6
Name: Superior Pavement Markings Address: P.O. Box 278 City State ZIP: Beaumont, CA 92223	Phone (951) 845 2799 Fax (951) 845 6399	< $1 million < $5 million < $10 million X < $15 million > $15 million	Striping, Marking, Pavement Markers	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 15
Name: Address: City State ZIP:	Phone Fax	< $1 million < $5 million < $10 million < $15 million > $15 million		YES NO If YES list DBE #: Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance withTitle 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	
Name: Chrisp Company Address: 2280 S. Lilac Ave City State ZIP: Bloomington, CA 92316	Phone: (909) 746-0356 Fax: (909) 746-0354	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Striping	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 36
Name: BC Traffic Specialist Address: 638 W. Southern Ave City State ZIP: Orange, CA 92865	Phone: (714) 974-1190 Fax: (714) 974-1953	☐ < $1 million ☐ < $5 million ☐ < $10 million ☒ < $15 million ☐ > $15 million	Striping	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 9
Name: PCI Address: 975 W. 1st City State ZIP: Azusa, CA 91702	Phone: (562) 218 0504 Fax: (562) 218 0634	☐ < $1 million ☐ < $5 million ☐ < $10 million ☒ < $15 million ☐ > $15 million	Striping	YES (NO) ~~If YES list DBE #:~~ Age of Firm (Yrs.) 12
Name: J+S Striping Address: 1544 S. Vineyard Ave. City State ZIP: Ontario, CA 91761	Phone: (909) 947 8073 Fax: (909) 947 9489	☐ < $1 million ☐ < $5 million ☒ < $10 million ☐ < $15 million ☐ > $15 million	Striping	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 27

Distribution: 1) Original – Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance withTitle 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	
Name: Cal-Tracking Inc. Address: ~~2950~~ TS 2950 Rubidoux Blvd City State ZIP: Riverside, CA 92509	Phone (951) 682 1494 Fax (951) 682 1491	[X] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million [ ] > $15 million	Striping	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 1
Name: Cal-Stripe Address: 2040 E. Steel Rd City State ZIP: Colton, CA 92324	Phone (909) 884 7170 Fax (909) 884 7166	[ ] < $1 million [ ] < $5 million [ ] < $10 million [X] < $15 million [ ] > $15 million	Striping	YES (NO) If YES list DBE #: Age of Firm (Yrs.) 21
Name: Address: City State ZIP:	Phone: Fax:	[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million [ ] > $15 million		YES NO ~~If YES list DBE #:~~ Age of Firm (Yrs.)
Name: Address: City State ZIP:	Phone: Fax:	[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million [ ] > $15 million		YES NO If YES list DBE #: Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

ATTACHMENT C

SECTION A.SHORT-FORM CONSTRUCTION CONTRACT

BETWEEN
THE CITY OF WILDOMAR
AND
AMERICAN ASPHALT SOUTH, INC.

This Agreement for Construction Services ("Agreement"), is made and entered into this 23RD day of September, 2015, by and between the City of Wildomar, a California general municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California ("City") and American Asphalt South, Inc., a California (partnership, limited partnership, corporation, etc.) ("Contractor").

SECTION 1. RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing **pavement rehabilitation and microsurfacing** services and is familiar with the plans of the City.

C. City desires to engage Contractor to **construct public improvements associated with the Clinton Keith Road Microsurfacing Project** as set forth herein

D. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid Documents and Plans for the Clinton Keith Road Microsurfacing Project.**

SECTION 3. SCOPE OF WORK

A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **Clinton Keith Road Slurry Microsurfacing Project**, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **25 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two hundred fifty Dollars ($250) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

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

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish

all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **One hundred twenty one thousand fifty one** Dollars and **forty-two** Cents (**$121,051.42**) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor

to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **City Engineer**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required.

Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Contractor owns no 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 shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall 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 shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees

and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a $100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required

by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

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

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

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILTIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), the Davis-Bacon Act of 1931 and 23 USC 113, which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. The federal minimum wage rates are available directly from the Department of Labor Website at: http://www.wdol.gov/wdol/scafiles/davisbacon/CA36.dvb?v=15. They will be included in this final executed Agreement as Exhibit "E." Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less

than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR'S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY	CONTRACTOR

City of Wildomar	American Asphalt South, Inc.
23873 Clinton Keith Road, Suite 201	14436 Santa Ana Avenue
Wildomar, CA 92595	Fontana, CA 92337
Attn: Dan York	Attn: Jeff Petty

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits "A" through "E" is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF $375,000 OR LESS

Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved

pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20104, et seq.

SECTION 48. PROHIBITED INTERESTS

1. A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on the day and year first above written.

CITY OF WILDOMAR

By: _____
Signature

_____
Gary Nordquist

_____
City Manager

Attest:

_____
City Clerk

INSERT CONTRACTOR'S NAME

By: _____
Signature

_____
Jeff Petty

_____
Vice President

Attest:

_____
Secretary

_____
Classification of Contractor's License

_____
Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications, and also in conformance with the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work are as follows:

Clinton Keith Road Microsurfacing Project

Sheet 1-2: Pavement Work
Sheet 3-4: Striping Plan

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Wildomar, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Wildomar by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Wildomar will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.
4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Wildomar. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.
8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.

9. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.

Federal Provisions:

1. This Contract is funded with Federal funds and Federal contract provisions apply. Contractor shall comply with Part IV - Federal Provisions of these specifications.
2. This Project is not on the National Highway System (NHS). FHWA Form 1273, Section VI regarding Subletting or Assigning the Contract does not apply.
3. The signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the Federal Contract Provisions.
4. Full compensation for conformance with the Federal Contract Provisions shall be considered as included in items of work, and no additional compensation will be allowed therefore.

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

American Asphalt South, Inc.

By:
Jeff Petty
Vice President

EXHIBIT “D” CONTRACT MODIFICATIONS

None

EXHIBIT “E” FEDERAL WAGE RATES

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", entered into a Contract dated _____, 20__, with _____ hereinafter designated as the "Contractor" for the work described as follows:

_____ Project

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____ (corporate surety), 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 the City in the penal sum of _____ dollars ($_____), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed

thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, 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).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", has awarded to _____, hereinafter designated as the "Contractor" a Contract for the work described as follows:

_____ Project

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney's fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, 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).

SECTION B. TECHNICAL SPECIFICATIONS

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 City of Wildomar Standard Construction Specifications, or with the State Standard Specifications for components of work not addressed in the City of Wildomar Standard Construction Specifications.

CONSTRUCTION STAKING AND 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.

Measurement and Payment

Payment for construction staking and surveys shall be considered as included in the contract prices paid for the various items of work and no additional payment will be made therefore.

1. EXISTING FACILITIES

Where excavations are performed in the vicinity of underground utility services, the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact location. Extreme care shall be exercised by the Contractor to avoid damage to utility services and to coordinate the work with utility agencies. It shall be the Contractor's responsibility to have repairs made to existing facilities in the event of damage. The costs of all such repairs are the Contractor's responsibility.

The Contractor shall notify Dig Alert at 811 forty-eight (48) hours prior to the start of any work.

This project includes work on streets with mature trees adjacent to the roadway. In some locations, the tree canopy may extend over the roadway. 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.

Measurement and Payment
Full compensation for Existing Facilities, 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.

2. 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.

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.

Measurement and Payment
The contract Lump Sum price paid for Water Pollution Control Program Plan shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP and conforming to the requirements of this section and no additional compensation will be allowed therefore.

3. CONTROL OF MATERIALS

The Contractor shall comply with the submittal requirements as set forth in Section 3 Materials of the Standard Specifications and these specifications.

Certificates of Compliance shall conform to Section 6-3.05, "Quality Assurance," of the State Specifications and Section 3.04 of the Standard Specifications and shall be furnished for all manufactured products unless otherwise waived by the Engineer. The Contractor shall be responsible for controlling the quality of materials entering the work and of the work performed.

Contractor shall supply four (4) copies of the submittals to the Engineer. Within ten (10) calendar days after receipt of a submittal from Contractor, the Engineer will return two (2) marked copies of the submittal to Contractor. The Contractor shall make no changes to any submittal after it has been accepted except with written approval by the Engineer.

All materials required to complete the work under this contract shall be produced or furnished, delivered, and installed by the Contractor unless otherwise specified in these specifications. The Contractor is responsible for the costs and making all the arrangements to stockpile and store materials and/or equipment as work is performed. The Engineer shall approve the duration and location of all temporary stockpiles and storage location for the Contractor's material and/or

equipment within the right of way. The Contractor shall immediately comply with the Engineer's instructions regarding any stockpile or storage locations to the satisfaction of the Engineer.

Measurement and Payment
Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation shall be made.

4. PROGRESS SCHEDULE
Progress schedules shall conform to Section 8 Prosecution and Progress of the State Standard Construction Specifications.

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

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

Measurement and Payment
Full compensation for Progress Schedules, as specified herein, shall be considered as included in the prices paid for the various items of and no additional compensation shall be made.

5. INCLEMENT WEATHER PROTECTION
Contractor is directed to the "Water Pollution Control Program" section found elsewhere in these specifications.

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 recompacted and tested prior to curb and gutter installation.

Measurement and Payment
Full compensation for ceasing operations (demobilization), providing and maintaining drainage inlet protection, performing various items within the Contractor's Water Pollution Control Program or as specified herein, and resuming operations (mobilization) after inclement weather shall be considered as included in the prices paid for the various items of work, no additional

compensation shall be made.

Compensation for furnishing, placing, and removing aggregate base for inclement weather protection shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

6. 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.

7. EXISTING HIGHWAY FACILITIES AND PRESERVATION OF PROPERTY

The Contractor's attention is directed to Section 5, “Obstructions” of the Standard Construction Specifications, and Section 15, "Existing Facilities," of the State Standard Specifications. It shall be the responsibility of the Contractor to protect existing curb, gutter, culverts, signs, traffic signal detectors, and other roadway appurtenances not scheduled for removal under this contract while sawcutting and rotomilling the existing road surface, placing the overlay, or performing other work under the Contract. Facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the City Engineer by the Contractor at his sole expense. Facilities damaged due to the Contractor’s operations shall be repaired or replaced as directed by the Engineer at the Contractor’s sole expense.

In the event that a sign is knocked down, the Contractor shall immediately notify the Engineer and replace the sign within 48 hours or as determined by the Engineer. Regulatory Signs (Black on White Signs) shall be immediately replaced. Interruptions to the Traffic Signal shall be notified immediately, within one (1) hour, to the Engineer or contact **(951) 232-7293** after business hours and on weekends. Costs incurred due to Contractor’s negligence shall be paid for at Contractors sole expense.

Existing Trees - This project includes work on streets with mature trees adjacent to the roadway. In cases where the tree canopy extends over the roadway, it is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way. The Contractor may trim the trees in order to better facilitate construction operations. Any tree trimming must be approved by the Engineer at least four (4) working days prior to the planned work operation. Advanced notices to adjacent property owners may be required as directed by the Engineer.

When permitted by the Engineer, tree pruning shall be performed by a Certified Arborist and in accordance with “Pruning Standards,” published by the Western Chapter of the International

Society of Arboriculture. The Arborist may be a person in the employment of the Contractor so long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Certified Arborist shall be approved in advance by the Engineer, and all pruning shall be done in the presence of the Engineer.

Overhead Utilities - This project includes work on streets with overhead utility and service lines. There may be locations where utility and service lines may have minimal vertical clear distance or clearance above the existing elevations within the limits of work. It is the Contractor's responsibility to conduct operations around the facilities such that the work is accomplished without damage to these facilities.

Manhole and Utility Covers, Survey Monuments - Before paving operations, the Contractor shall submit to the Engineer an inventory of all survey monuments/spikes, manhole and utility covers and any other miscellaneous covers and lids located within the project limits. Construction shall not begin until the inventory list is submitted to the Engineer.

Existing Traffic Striping, Markings, and Markers – 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.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep the street and/or sidewalk to remove the material. The Contractor shall submit to the City Engineer the proposed haul route to each job site two (2) working days prior to starting work.

Measurement and Payment

Full compensation for Existing Highway Facilities and Preservation of Property, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

8. AESTHETIC CLEAN UP

The Contractor is responsible for the timely removal of asphalt, concrete, dirt, and oil on gutters, sidewalks, driveways, roadways within and adjacent to the project limits, and haul route roadways that was tracked, sprayed, or deposited by his equipment or personnel under his control.

Upon completion of all construction operations, all roadways within the project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the Engineer, to remove all dirt, foreign material including any paint markings. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All sanitary sewer and drainage facilities and their appurtenant structures constructed or modified under the contract shall be cleaned out. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the Engineer.

Measurement and Payment

Full compensation for Aesthetic Clean-Up, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

9. 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.

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

All pavement preparation including grind 6" and replace with 6" AC shall be completed and in place prior to placement of microsurfacing.

Measurement and Payment

Full compensation for Order of Work, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

10. TRAFFIC CONTROL SYSTEM

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

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

At the completion of the work shift, all existing lanes of traffic shall be maintained and opened to traffic. In order for lanes to be open for traffic by the time designated, Engineer may direct work activity to stop two to three (2-3) hours in advance or earlier to accommodate hour restrictions. **The Contractor shall pay liquidated damages of $500.00 per ½ hour or portion of ½ hour that a traveled lane remains closed after the time designated in these specifications due to the Contractor's operations.**

The Engineer reserves the right to modify Contractor's scheduled locations for construction operations to accommodate access for businesses/residents.

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

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

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

on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Engineer.

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

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

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.

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.

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

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

- General information
- Traffic delays and alternate routes
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- 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 for residents.

The Contractor shall provide the Engineer a copy of all written notifications for review seventy-two (72) hours prior to delivery.

72-Hour Notifications - The Contractor is responsible for delivering City supplied door hangers (or Contractor's equivalent form approved by the Engineer) ***PRIOR*** to resurfacing 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 – SEE Sample of Door Hanger found in the Appendix A. 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 resurfacing operations.

If resurfacing 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.

Measurement and Payment
The contract LUMP SUM price for PUBLIC NOTIFICATION shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved. The City shall furnish door hanger notifications as described above.

12. CLEARING AND GRUBBING
Clearing and grubbing shall conform to Section 7, "Clearing and Grubbing," of the Standard Specifications and these specifications.

Contractor shall remove all objectionable material from within the area required for resurfacing. Objectionable material shall include, but not limited to roots, brush, grass, weeds, pavement material and debris and other related materials. Objectionable material shall be removed from the right-of-way and shall be transported and properly disposed of off-site. All cost charges and fees shall be the responsibility of the Contractor.

Measurement and Payment
Full compensation for Clearing and Grubbing, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

13. 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.

Measurement and Payment

Full compensation for Dust Control, as specified herein, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be made.

14. SURPLUS MATERIAL DISPOSAL

All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed by end of the working day unless approved by the Engineer.

The Contractor shall comply with all disposal and grading code requirements of the City when disposing of surplus material.

Measurement and Payment

Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the prices paid for the various items of and no additional compensation shall be made.

15. IRRIGATION SYSTEMS

The Contractor shall be responsible for protecting any existing irrigation system that is encountered within the project site. Cost for damage to irrigation systems as a result of the Contractor's operations shall be included in the bid items the Contractor deems appropriate. Any damage caused by the Contractor will be repaired by the Contractor to at least its original condition and that it performs to the same level or better as the original. Repairs to sprinklers will be completed within 48 hours from the time the damage occurred. **If the City is required to perform the repair after the 48 hour time requirement and has given notice to the Contractor, the cost to perform the repair by the City shall be deducted from any future payments due to the Contractor.**

Measurement and Payment

Full compensation for Irrigation Systems, as specified herein, shall be considered as included in the prices paid for the various items of and no additional compensation shall be made.

16. LANDSCAPING

The Contractor shall be responsible for protecting and replacing any landscaped areas disturbed or damaged as a result of the construction improvements. Landscaped areas shall be removed and replaced as directed by the Engineer. Materials replaced shall be of the same type or better.

Measurement and Payment
Full compensation for Landscaping, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation shall be made.

17. STRUCTURAL PAVEMENT GRID
This work shall consist of furnishing and placing structural pavement grid as a full width or strip interlayer over existing subgrade prior to placement of asphalt concrete in base repair areas. The estimated quantity for structural pavement grid is for bidding purposes only. The need for this item is contingent upon unsuitable material encountered during excavation for base repair. Where unsuitable material is found, the Contractor shall notify the Engineer regarding directions to proceed with the installation of structural pavement grid.

Material
The structural pavement material used for base repairs shall be Biaxial Geogrid BX1200 (supplied by Tensar Earth Technologies, Inc.) or equivalent material that conforms to the properties listed herein. The composite shall meet the physical properties of the product specified on Table 1.

Uncut asphalt cement shall be used for the tack coat. The use of cutbacks or emulsions that contain solvents shall not be permitted.

The paving composite shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. If stored outdoors, the fabric shall be elevated and protected with a waterproof cover.
Table 1

Structural Pavement Grid	Test Method	American Standard	Metric
Tensile Strength @ 2% Strain	ASTM D 6637	280mm – 450mm	4.1kN/m – 6.6kN/m
Tensile Strength @ 5% Strain	ASTM D 6637	580mm – 920mm	8.5kN/m – 13.4kN/m
Ultimate Tensile Strength	ASTM D 6637	850mm – 1300mm	12.4N/m – 19kN/m
Grid Junction Strength	GSI/GG2 or	18 lbs	80 N
Peel Strength Grid Fabric	ASTM D 413	20 lbs/ft	292 N/m
Aperture Size		1.0 in - 1.38 in	25 mm - 33 mm

Grid installation shall be performed based on manufacturer's recommendations.
All areas with fabric placed will be paved the same day. No traffic except necessary construction traffic shall be allowed to drive on the fabric.

AC Placement: Asphalt placement shall closely follow fabric placement. In the event of rain fall on the fabric prior to the placement of asphalt, the fabric must be allowed to dry completely before the overlay is placed. The minimum compacted thickness of the first lift of overlay asphalt concrete over the fabric shall not be less than 1.5 inches.

Measurement and Payment

The quantity of Structural Pavement Grid to be paid for shall be measured by the square foot of area covered, not including additional fabric for overlap. The contract unit price paid per SQUARE FOOT for STRUCTURAL PAVEMENT GRID shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in installing fabric for base repair including but not limited to surface preparation and tack coat application, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

The need for this item is contingent upon the need for stabilizing unsuitable base material encountered during construction and may be extended or deleted at the discretion of the Engineer. No adjustment in the contract bid prices will be made for any increase or decrease in the quantity for Structural Pavement Grid.

18. COLD PLANE AND REPLACE WITH AC, TYPE A (6" DEPTH)

Base repair areas designated for removal and replacement are shown on the exhibit in Appendix B. Areas are marked in the field and shall be confirmed and remarked as requested by the Contractor prior to actual work.

The contractor shall remove the existing asphalt concrete pavement and underlying base to the depth of six (6) inches, or as directed by the Engineer and backfill the resultant excavation with Asphalt Concrete, Type A.

Pavement to be removed shall be jack hammered or by any other methods, as approved by the Engineer, to the full depth of the pavement at the removal boundary. The pavement edge shall be kept reasonable straight and vertical, and shall be performed in such a manner that the remaining pavement is undisturbed and undamaged. Edges shall be constructed parallel and/or right angles to the direction of traffic flow. Where determined by the Engineer, saw cutting may be required if pavement edges are not determined to be reasonably straight and vertical.

The remaining subgrade material shall be graded to a plane, brought to optimum moisture content, and the upper six inches (6") compacted to not less than 92% relative compaction or compacted as directed by the Engineer. Areas of the grading plane that are low as a result of over excavation shall be filled with Asphalt Concrete, Type A at the Contractor's expense.

Where unsuitable material is found after 6" of excavation, the Contractor shall notify the Engineer regarding directions to proceed with base repair.

A tack coat of asphalt emulsion binder shall be applied to the perimeter and base of the base repair areas prior to the backfilling of asphalt concrete. Tack coat shall be furnished and applied in accordance with section "Asphalt Emulsion Binder" found elsewhere in these specifications.

Asphalt Concrete, Type A shall conform to Section 39, "HOT MIX ASPHALT" as issued by the California Department of Transportation, these specifications and as directed by the Engineer.

Material

All asphalt concrete used for Base Repair shall be Type A, 1/2". All asphalt shall be viscosity grade PG 64-16, or as accepted by the Engineer with the mix design.

A Job Mix Formula (JMF) shall be required from the supplier of the asphalt concrete and delivered to the Engineer not less than ten (10) working days prior to any scheduled asphalt concrete work. Mix designs submitted for review shall have been performed within one (1) year from Notice to Proceed.

A drop-off of more than 0.15-feet will not be allowed at any time between adjacent lanes open to public traffic.

Section 39-1.04 Contractor Quality Control is amended to include the following:
Testing of materials and sampling will be performed by the City and not required by the Contractor. The quantity of sampling and tests will be determined by the Engineer and coordinated with the Contractor. The Contractor reserves the right to conduct parallel quality assurance testing in accordance with the same test methods as specified in Section 39. Contractor shall provide adequate controls to accommodate sampling and testing performed by the City.

Finish Roadway
Areas of base repair pavement shall be brought up to the existing surface grade. Asphalt concrete shall be placed to the previous existing roadway surface plane without indentations, swales or ponds. The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

Finish Roadway Correction
If the top layer of the Asphalt Concrete pavement does not comply with the above specifications, the pavement correction may include grinding the pavement to within tolerances, remove and replace it, or place a layer of hot mix asphalt. The corrective work shall be determined and accepted by the Engineer prior to any corrective work beginning.

Corrected pavement areas must be uniform rectangles with edges:
1. Parallel to the nearest asphalt pavement edge or lane line
2. Perpendicular to the pavement centerline

Utility covers within the base repair areas shall be adjusted to finish grade and shall be performed under section “Adjust Utility Frame and Cover to Grade” found elsewhere in these specifications.

Quantities of material wasted or disposed of in a manner not called for under the contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the specifications of the contract, or materials placed outside the lines indicated from the transporting vehicle, or material remaining on hand after completion of the work, will not be paid for and such quantities will be deducted from the final total quantities. No compensation shall be allowed for hauling rejected material.

Pavement delineation removal shall be coordinated with temporary delineation so that lane lines are provided at all times on traveled ways open to public traffic. Temporary reflective pavement markers shall be placed at intervals of not more than 25 feet. Temporary reflective raised pavement markers shall be the same color as the existing lane line or centerline.

Measurement and Payment

The contract unit price paid per SQUARE FOOT of BASE REPAIR – REMOVE AND REPLACE WITH AC, TYPE A (6" DEPTH) shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in excavation, disposal of material, sawcutting if necessary, compaction of subgrade, placement of asphalt concrete, complete in place, as shown on the plans and as directed by the Engineer.

Payment for tack coat shall be considered incidental and shall be considered as included in the prices paid for the various items of work involved and no additional allowance shall be made.

19. ASPHALT EMULSION BINDER (TACK COAT)

Asphalt emulsion binder shall comply with Section 11, "Asphalt Concrete," of the Standard Construction Specifications, Section 94, "Asphaltic Emulsions,", and Section 39-1.02B, "Tack Coat" of the State Standard Specifications, these specifications, and as directed by the Engineer.

Asphalt emulsion shall be type SS-1 or RS-1. When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, and gutters, and construction joints against which asphalt concrete material is to be placed, to pavement to be surfaced and to other surfaces designated in the specifications or as directed by the Engineer.

The overlay shall not be placed until the binder has cured to the point where it is tacky to the touch and as directed by the Engineer. Asphalt emulsion binder shall be applied so far in advance of placing the surfacing as permitted by the Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder shall be applied as directed by the Engineer to areas where the asphalt emulsion binder has been damaged, and loose or extraneous material shall be removed, and additional compensation shall not be allowed.

The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

Asphaltic emulsion binder shall be applied in one application. Asphaltic emulsion shall be diluted by homogeneously mixing eighty (80) parts of emulsion and twenty (20) parts of water (80:20) mixture, it shall be applied at a rate of 0.06 to 0.10 gallons per square yard or as directed by the Engineer.

Measurement and Payment

Full compensation for Asphaltic Emulsion Binder (Tack coat), as specified herein, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed.

21. MICROSURFACING, TYPE II

This item of work shall consist of furnishing and placing Microsurfacing, Type II to the existing asphalt pavement at the locations shown on the Exhibit in Appendix B.

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown in these plans and special provisions, and as directed by the Engineer.

Material

The material for microsurfacing shall conform to the following requirements:

Microsurfacing Emulsion (MSE)

Microsurfacing Emulsion (MSE) shall be homogenous and shall conform to the provisions of these specifications. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

Polymer Modified, Cationic Microsurfacing Emulsion (MSE)		
Specification Designation	Test Method	Requirement
Viscosity SSF @ 77°F (25°C)	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement and Storage Stability, 24-h	AASHTO T 59	1 Percent max.
Distillation 350°F (177°C) for 20 minutes	AASHTO T 59	62 Percent min.

Specification Designation for Residue		
Specification Designation	Test Method	Requirement
Penetration of bituminous materials @ 77°F (25°C)	AASHTO T 49	40-90
Softening Point °F (°C) min.	AASHTO T53	135 (57)

Water and Additives

Water shall be of such quality that the asphalt shall not separate from the MSE before the microsurfacing is placed on the pavement. If necessary for workability, a set-control agent that shall not adversely affect the microsurfacing product may be used.

Mineral Filler

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, Type III or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler shall be considered part of the aggregate gradation requirement.

Aggregate

The mineral aggregate used shall be used for microusrfacing, Type II. The aggregate shall be a crushed stone, such as granite, slag, limestone, char or other high-quality aggregate, or combination thereof. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed material with no rounded particles. All aggregate shall be free of caked lumps and oversize particles.

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: “Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle.”

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with AASHTO T 27:

Type II	
Sieve Size	Percentage Passing
3/8” (9.5 mm)	100
No. 4 (4.75 mm)	94 - 100
No. 8 (2.36 mm)	65 - 90
No. 16 (1.18 mm)	40 - 70
No. 30(600 um)	25 - 50
No. 200 (75 um)	5 – 15

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Test	AASHTO	Requirements
Sand Equivalent (min.)	T 176	65
Durability Index (min.)	229	75
Percentage of Crushed Particles (min.)[1]	205	100%
Los Angeles Rattler Loss at 500 Rev. (max.)[2]	T 96	30%
Notes: 1. CT205, Section D, is amended to read: "Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle." 2. Los Angeles Rattler shall be performed on the parent aggregate before crushing		

If the results of the aggregate grading do not meet the specified gradation, the microsurfacing represented by the test shall be removed or as directed by the Engineer.

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed or as directed by the Engineer.

Mix Design

At least seven (7) working days before the microsurfacing placement commences, the Contractor shall submit for approval to the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt	5.5% to 10.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Polymer Content	Minimum of 3.0% solids based on bitumen weight content
Additive	As needed
Water	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 Minute (Set) (min.) @ 60 Minute (Traffic) (min.)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m2
Wet Stripping (min.)	TB* 114	90% Pass
Wet Track Abrasion 6-day Soak Loss (max.)	TB* 100	810 g/m2
Displacement Lateral (max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg) (max.)	TB* 147	5%. 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 77°F (25°C)	TB* 113	Controllable to 120 Seconds
TB* = Technical Bulletin		

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show

the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F (38°C). This 100 °F (38°C) mixing report shall not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project.

Once the mix design is accepted by the Engineer, no substitution of other material shall be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability and shall permit traffic flow without a pilot car assisting traffic on the microsurfacing within one (1) hour after placement without the occurrence of bleeding, raveling, separation or other distress and shall prevent development of bleeding, raveling, separation or other distress within 15 days after placing the microsurfacing.

Proportioning

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that shall result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons (3 tons) each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which shall automatically shut down the power to the emulsion pump

and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F (5°C).

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device shall monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder shall not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds shall be permitted between sensing and shutdown of the operation.

Mixing and Spreading Equipment

The microsurfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of microsurfacing to be placed. All indicators shall be in conformance with the provisions of these specifications and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

The identifying number of mixer-spreader trucks shall be at least three inches (3”) in height, located on the front and rear of the vehicle.

The microsurfacing mixture shall be spread by means of a spreader box conforming to the following requirements:

Spreader Box

The spreader box shall be capable of placing the microsurfacing a minimum of twelve (12) feet wide and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent the loss of microsurfacing from the box. Spreader boxes over eight (8) feet in application width shall have baffles, reversible motor

driven augers or other suitable means to insure uniform application on superelevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of microsurfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

Preparation of Surface

Immediately prior to applying the microsurfacing, the Contractor shall clean the street surface and lip of gutter joints of all loose material, silt spots, vegetation, and any other matter, which may adversely affect the adherence of the seal to the existing pavement – See "Pavement Preparation" section found elsewhere in these specifications.

All protective coverings shall be removed from maintenance hole covers, water valve boxes, and other utility covers each day before opening the street to traffic.

Placing

The microsurfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.

The microsurfacing mixture shall not be placed when the ambient temperature is below 50 °F or during unsuitable weather. Microsurfacing shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.

In areas proposed for scratch course and having a cross section that is deformed ½ inch or more, the areas depressed shall first be filled utilizing rut box in conformance with the provisions of the special provisions. The depth of the areas depressed shall be determined after the adjacent ridges have been removed, when applicable. The maximum single application for areas depressed shall be one inch (1"). Areas with depressions of depths greater than one inch (1") shall require multiple applications in each depression.

Areas with depressions shall be constructed with a slight crown to allow for initial compaction by traffic on the microsurfacing.

Freshly filled areas of depressions shall be compacted by traffic for a minimum of twelve (12) hours before additional lifts of microsurfacing material are placed for rut filling purposes or as surface courses.

Microsurfacing shall be spread at a rate of 14-18 pounds of dry aggregate per square yard. The exact rate shall be determined by the Engineer. The completed spread shall be within 10 percent of the rate determined by the Engineer.

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing shall be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the microsurfacing from damage by traffic until such time that the mixture has cured sufficiently so that the microsurfacing shall not adhere to or be picked up by the tires of vehicles.

The Contractor shall be responsible for removing excessive aggregates by sweeping, or any other methods, that have accrued on **streets, sidewalks and median** after placing of microsurfacing, at no additional cost to the City.

The Contractor is responsible for additional sweeping if requested by the Engineer. **If additional sweeping is not performed within 24 hours of the engineer's request, the Contractor shall pay liquidated damages of $300.00 per calendar day for each street requested.**

Test Strip

The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet to 500 feet long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed.

The Engineer shall evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip shall be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and shall not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

Repair of Early Distress

If bleeding, raveling, delamination, rutting, or washboarding occurs after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer.

Measurement and Payment

Microsurfacing, Type II shall be measured by the square yard of microsurfacing actually placed. Generally, measurement shall be taken from edge of pavement to edge of pavement, or from lip of the gutter to lip of gutter.

The contract unit price paid per SQUARE FOOT of MICROSURFACING, TYPE II shall include full compensation for furnishing all labor, equipment, tools, materials and incidentals, and preparation required to provide and place micro-surfacing, including sweeping, and cleaning pavement surfaces as described by these specifications and as directed by the Engineer.

22. THERMOPLASTIC - TRAFFIC STRIPING AND PAVEMENT MARKING

Thermoplastic traffic stripes and pavement markings shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Construction Specifications and these specifications.

The Contractor shall field verify all existing striping marking, widths, types, and alignments in advance of the resurfacing. Traffic striping and Markings shall be recorded by type, size, color and location and accurately and neatly detailed so that striping and, markings may be identically replaced, unless otherwise noted in the drawings. This record shall be submitted for review and acceptance by the Engineer prior to any removal activity. The record shall also include the limits or changes in striping pattern, including one- and two-way barrier lines, limit lines, crosswalks and other pavement markings.

Removal of Existing Pavement Striping and Markings

Removal of traffic striping and pavement markings shall comply with the requirements of Section 15-2.02C of the State Specifications.

All existing striping and markings within the areas to be resurfaced and as directed by the Engineer shall be removed prior to placing any resurfacing. This does not apply to areas proposed for base repair, leveling course, reconstruction and within grinding limits.

Striping removal shall occur no sooner than two (2) calendar days prior to the pavement resurfacing. If the stripe removal is performed on a day other than the day of pavement resurfacing, the Contractor shall supply and install temporary pavement markings as detailed in these specifications. The Contractor shall be responsible for the removal of the temporary pavement markings prior to placement of the resurfacing.

All limit lines, crosswalks and legends within the project limit shall be scarified prior to resurfacing. Scarification shall be performed by grinding such that at least 50% of the underlying pavement is exposed.

Grinding material shall be removed immediately as the work progresses. Accumulation of grinding material which may constitute a hazard to traffic shall not be permitted.

Placement of Traffic Stripes and Pavement Markings

The existing striping shall be replaced with thermoplastic, as specified in these specifications and as directed by the Engineer. Unless noted elsewhere in these specifications and Plans, Traffic striping and pavement markings shall be replaced at all locations where existing traffic stripes and pavement markings are obliterated or covered as a result of asphalt resurfacing operations.

The thermoplastic material shall be applied by extrusion method in a single uniform layer.
Unless otherwise noted on the plans or in these specifications, the Contractor shall replace all pavement delineation on the same alignment and location.

Reflective Pavement Markers shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the Standard Construction Specifications and these specifications. All pavement markers shall be removed prior to pavement resurfacing. Pavement markers shall be applied at all locations where existing pavement markers are obliterated or removed as a result of asphalt resurfacing operations.

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

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

Traffic Striping

Contractor shall furnish and replace traffic stripes and markings in the original pattern on all roadways, unless otherwise show on the Plan Traffic Striping shall be Thermoplastic Traffic Stripe and applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, 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. All existing striping within the project limits and any conflicting striping shall be removed by sand blasting or as directed by the Engineer. Contractor shall replace all striping which is obliterated or damaged during the Project.

The Contractor shall physically tie down the location of the beginning and ending of each existing stripe and marking adjacent to the work area. The Contractor shall accurately replace the existing stripes and markings by cat tracking with painted marks. Temporary tab markers shall not be placed more than twelve feet apart on curves nor more than twenty-four feet apart on straight segments. Temporary tab markers shall be the same color as the stripe they are replacing, shall measure two inches tall by 3-1/2 inches wide, and have a reflective lens across the marker width.

Upon notification by the Contractor, the City Engineer shall review and approve the cat tracking prior to applying the permanent stripes and markings. The Contractor shall allow a minimum of three working days for City review of the cat tracking, and permanent stripes and markings shall not be applied prior to City approval. The City may make changes to the layout after cat tracking.

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 traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m^{-2} lx^{-1}. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m^{-2} lx^{-1}.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

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

Time Limitations

Temporary Lane Delineation

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

Final striping and pavement markings shall be complete no later than ten days after placement of microsurfacing. Scheduling of raised pavement marker installation shall comply with State Standard Specifications Section Nos. 85-103B and 85-103C.

The Contractor shall place the striping and markings between seven (7) and fourteen (14) calendar days of the placement of microsurfacing. The Contractor shall pay liquidated damages of $500.00 per calendar day for each street that is not completed beyond the fourteen (14) calendar days.

Measurement and Payment

The contract price paid per Linear Foot for Traffic Striping – Detail 12, Traffic Striping – Detail 22, Traffic Striping – Detail 37B, Traffic Striping – Detail 38, and Traffic Striping – 12-Inch White shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic traffic striping and

marking (regardless of the widths, and patterns of individual stripes involved in each traffic stripe), complete in place, including lead compliance, establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

The contract price paid per Each for Traffic Marking – Type IV (R), Traffic Marking – Type IV (L) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic traffic striping and marking (regardless of the widths, and patterns of individual stripes involved in each traffic stripe), complete in place, including lead compliance, establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

The contract price paid per Each for Pavement Marker shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in supplying and applying Pavement Markers (regardless of the sizes, colors, and patterns of individual markers involved), complete in place, including lead compliance, establishing alignment, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

23. DETECTABLE WARNING SURFACE

This work includes all labor, materials, and equipment to supply and install Detectable Warning Surface in accordance with the Plans, Specifications, and Standard Specifications; as directed by the Engineer.

Detectable Warning Surface product used must be listed on the Caltrans Detectable Warning Surface Authorized Material List for use in retrofit situations. Submit product data sheet to the Engineer for approval prior to ordering product.

The Contractor is responsible for verifying that the completed ramp with new Detectable Warning Surface meets current ADA requirements.

Measurement and Payment

The contract unit price paid per EACH of DETECTABLE WARNING SURFACE shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in installing Detectable Warning Surface, complete in place, including surface preparation and layout work; as shown on the plans, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

APPENDIX A

SAMPLE DOOR HANGER

APPENDIX B

MICROSURFACING EXHIBIT

General Decision Number: CA150036 08/14/2015 CA36

Superseded General Decision Number: CA20140036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	02/20/2015
4	03/27/2015
5	05/08/2015
6	06/19/2015
7	07/10/2015
8	07/17/2015
9	07/24/2015
10	07/31/2015
11	08/07/2015
12	08/14/2015

ASBE0005-002 06/30/2014

	Rates	Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....$ 35.44 19.36
Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....$ 24.34 16.09

ASBE0005-004 06/24/2013

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 16.95 10.23

BOIL0092-003 10/01/2012

Rates Fringes

BOILERMAKER.....$ 41.17 28.27
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* BRCA0004-011 05/01/2015

Rates Fringes

BRICKLAYER; MARBLE SETTER.....$ 37.15 13.02

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER	$ 28.45	11.38
TILE FINISHER	$ 23.78	9.84
TILE LAYER	$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 26.59	10.34
TERRAZZO WORKER/SETTER	$ 33.63	11.13

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 37.35	11.08
(2) Millwright	$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler	$ 37.60	11.08
(5) Sawfiler	$ 37.44	11.08
(6) Scaffold Builder	$ 28.55	11.08
(7) Table Power Saw Operator	$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-002 07/01/2008

Rates Fringes

Diver
(1) Wet.....$ 663.68 9.82
(2) Standby.....$ 331.84 9.82
(3) Tender.....$ 323.84 9.82
(4) Assistant Tender.....$ 299.84 9.82

Amounts in "Rates' column are per day

CARP0409-005 07/01/2010

Rates Fringes

Drywall
DRYWALL INSTALLER/LATHER....$ 37.35 11.08
STOCKER/SCRAPPER.....$ 10.00 6.67

CARP0409-008 08/01/2010

Rates Fringes

Modular Furniture Installer.....$ 17.00 7.41

ELEC0440-001 12/01/2014

Rates Fringes

ELECTRICIAN
INSIDE ELECTRICIAN.....$ 36.09 22.07
INTELLIGENT TRANSPORTATION
SYSTEMS
Electrician.....$ 36.09 22.07
Technician.....$ 27.07 21.80

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
Zone B:Any work performed in Zone (B) shall add $12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begininng at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC0440-004 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 28.38	4%+11.45
Technician	$ 30.18	4%+11.45

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 42.21	14.32
(3) Groundman	$ 32.28	14.03

(4) Powderman.....$ 47.19 14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC	$ 49.90	28.38

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/06/2015

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 39.95	23.35
GROUP 2	$ 40.73	23.35
GROUP 3	$ 41.02	23.35
GROUP 4	$ 42.51	23.35
GROUP 5	$ 41.86	23.35
GROUP 6	$ 41.83	23.35
GROUP 8	$ 42.84	23.35
GROUP 9	$ 42.19	23.35
GROUP 10	$ 42.96	23.35
GROUP 11	$ 42.31	23.35
GROUP 12	$ 43.13	23.35
GROUP 13	$ 43.23	23.35
GROUP 14	$ 43.26	23.35
GROUP 15	$ 43.34	23.35
GROUP 16	$ 43.46	23.35
GROUP 17	$ 43.63	23.35
GROUP 18	$ 43.73	23.35
GROUP 19	$ 43.84	23.35
GROUP 20	$ 43.96	23.35
GROUP 21	$ 44.13	23.35

GROUP 22.....$ 44.23 23.35
GROUP 23.....$ 44.34 23.35
GROUP 24.....$ 44.46 23.35
GROUP 25.....$ 44.63 23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....$ 41.30 23.35
GROUP 2.....$ 42.08 23.35
GROUP 3.....$ 42.37 23.35
GROUP 4.....$ 42.51 23.35
GROUP 5.....$ 42.73 23.35
GROUP 6.....$ 42.84 23.35
GROUP 7.....$ 42.96 23.35
GROUP 8.....$ 43.13 23.35
GROUP 9.....$ 43.30 23.35
GROUP 10.....$ 44.30 23.35
GROUP 11.....$ 45.30 23.35
GROUP 12.....$ 46.30 23.35
GROUP 13.....$ 47.30 23.35

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....$ 41.80 23.35
GROUP 2.....$ 42.58 23.35
GROUP 3.....$ 42.87 23.35
GROUP 4.....$ 43.01 23.35
GROUP 5.....$ 43.23 23.35
GROUP 6.....$ 43.34 23.35
GROUP 7.....$ 43.46 23.35

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch

Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45'

maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck);

Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50

cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower

crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 49.50	23.60
(2) Dredge dozer	$ 43.53	23.60
(3) Deckmate	$ 43.42	23.60
(4) Winch operator (stern winch on dredge)	$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 42.33	23.60
(6) Barge Mate	$ 42.94	23.60

IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	20.21
Ornamental, Reinforcing and Structural	$ 33.50	28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer	$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 34.79	17.92
GROUP 2	$ 33.84	17.92
GROUP 3	$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or

shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 31.65	13.33
(2) Vehicle Operator/Hauler	$ 31.82	13.33
(3) Horizontal Directional Drill Operator	$ 33.67	13.33
(4) Electronic Tracking Locator	$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 32.56	16.28
GROUP 2	$ 33.86	16.28
GROUP 3	$ 35.87	16.28
GROUP 4	$ 37.61	16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -

removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1184-002 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 35.74	16.48
GROUP 2	$ 36.06	16.48
GROUP 3	$ 36.52	16.48
GROUP 4	$ 37.21	16.48
LABORER		
GROUP 1	$ 30.19	16.48
GROUP 2	$ 30.74	16.48
GROUP 3	$ 31.29	16.48
GROUP 4	$ 32.84	16.48
GROUP 5	$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and

the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2014

	Rates	Fringes
Brick Tender	$ 29.12	15.78

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* LABO1414-001 08/05/2015

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 30.16	17.11
PLASTER TENDER	$ 32.71	17.11

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 27.29	12.83
(2) All Other Work	$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2014

Rates Fringes

DRYWALL FINISHER/TAPER.....$ 35.18 15.91

PAIN0036-015 06/01/2015

Rates Fringes

GLAZIER.....$ 40.70 20.92

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2015

Rates Fringes

SOFT FLOOR LAYER.....$ 29.85 13.56

PLAS0200-009 08/05/2015

Rates Fringes

PLASTERER.....$ 38.44 13.77

PLAS0500-002 07/01/2015

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 32.30 20.65

PLUM0016-001 07/01/2015

Rates Fringes

PLUMBER/PIPEFITTER
Plumber and Pipefitter
All other work except
work on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light

commercial, tenant
improvement and remodel
work.....$ 45.96 20.71
Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....$ 44.54 19.73
Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....$ 35.16 18.06

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 29.27	19.75
Sewer & Storm Drain Work....	$ 33.24	17.13

ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER.....	$ 35.02	13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive $1.75 per
hour "pitch premium" pay.

SFCA0669-002 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	$ 34.10	19.38

SHEE0105-003 07/01/2015

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 41.26	25.38
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 41.26	25.38

TEAM0011-002 07/01/2014

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.99	24.14
GROUP 2	$ 28.14	24.14
GROUP 3	$ 28.27	24.14
GROUP 4	$ 28.46	24.14
GROUP 5	$ 28.49	24.14
GROUP 6	$ 28.52	24.14
GROUP 7	$ 28.77	24.14
GROUP 8	$ 29.02	24.14
GROUP 9	$ 29.22	24.14
GROUP 10	$ 29.52	24.14
GROUP 11	$ 30.02	24.14
GROUP 12	$ 30.45	24.14

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.4
GENERAL BUSINESS
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

PREPARED BY: Matt Bennett, Deputy City Engineer

SUBJECT: Award of a Construction Contract for Hidden Springs Traffic Signal Modification Project (CIP 0017)

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council:

1. Authorize City Manager to execute a construction contract with PTM General Engineering Services Inc. in the amount of $35,935.00 for the Hidden Springs Traffic Signal Modification Project (CIP 0017); and

2. Authorize the City Engineer to approve change orders not to exceed 10% of the contract amount.

BACKGROUND:
The City was awarded $99,000 for the CIP 0034 Project from the HSIPL Federal Grant Program. The local match for this project is provided by Measure A funds in the amount of $11,000.

The CIP 0017 Project will modify existing traffic signals to include left turn phasing, and pedestrian improvements consisting of installation of upgraded ADA compliant ramp at the northwest corner of Clinton Keith Road/ Hidden Springs Road intersection.

The CIP 0017 project was determined to be categorically exempt from further environmental review required by the California Environmental Quality Act, Section 15301(c) - Class 1 – Existing Facilities because the project work is on an existing street and the project is for the purposes of public safety.

DISCUSSION:
The project was advertised for bids on August 3, 2015. The City Clerk received six bids Monday, August 24, 2015, as follows:

Contractor Name	Bid Amount
PTM General Engineering Services Inc.	$35,935.00
Traffic Development Services	$43,315.00
DBX Inc.	$46,965.00
Highlight Electric	$51,777.00
California Professional Engineering Inc.	$58,500.00
Unique Performance Construction Inc.	$63,600.00

The Engineer's Opinion of Construction Costs for these projects was $58,500.

Staff has reviewed the entire bid packages and determined that PTM General Engineering Services Inc. is the responsible bidder submitting the lowest responsive bid.

PTM General Engineering Services Inc. holds a valid Class A and C10 General Contractor's license in the State of California, with no enforcement actions listed. Their license expires in February 28, 2017. The Experience/Qualifications Statement that was submitted with the bid documents indicate that PTM General Engineering Services Inc. has engaged in contracting under the current name for eight years, and has never failed to satisfactorily complete a contract. PTM General Engineering Services Inc. listed numerous signal and intersection improvement projects completed in between 2013 and 2015 ranging in value from $15,850 to $1,937,000. These projects were completed for the Cities and Agencies within Riverside, Los Angeles, and Orange County.

The contract allows 40 working days to complete the required work. Based on construction starting within 15 working days after this award, construction would start on October 13, 2015, and the contract time could be complete as early as December 9, 2015.

FISCAL IMPACTS:

The City was awarded $99,000 for the CIP 0034 Project from the HSIPL Federal Grant Program. The local match for this project is provided by Measure A funds in the amount of $11,000. The Project expenditure summary is provided in the table below.

Project Expenditures	Budget	Expenditures to Date	Budget Remaining
Preliminary Engineering	$ 16,850	$ 16,889	($ 39)
Construction Management and Construction	$ 93,150	$ 0	$ 93,150
Total	**$ 110,000**	**$ 16,889**	**$ 93,111**

The budget remaining is adequate to fund construction management, construction, and construction contingency.

There is no fiscal impact to the City's General Fund.

Submitted by:
Dan York
Assistant City Manager

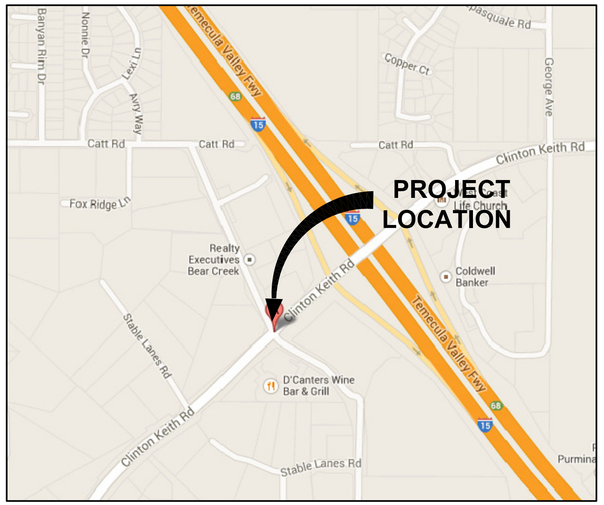
Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

A. Improvement Plan Schematic
B. PTM General Engineering Services Inc. Bid Package
C. Short-Form Construction Contract

ATTACHMENT A

CITY OF WILDOMAR
23873 CLINTON KEITH ROAD, SUITE 201
WILDOMAR, CALIFORNIA 92595



VICINITY MAP

NOT TO SCALE

PROJECT PLANS FOR

CLINTON KEITH ROAD / HIDDEN SPRINGS ROAD TRAFFIC SIGNAL SOUTHBOUND LEFT TURN MODIFICATION (CIP)

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STREET IMPROVEMENTS
3	TRAFFIC SIGNAL MODIFICATION
4	TRAFFIC SIGNAL SCHEDULE

CONTACTS:

DESIGN
INTERWEST CONSULTING GROUP
STEVEN PALMER (916) 378-4677

WATER & SANITARY SEWER
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
IMAD BAIYASI (951) 674-3146

FIRE
RIVERSIDE COUNTY FIRE DEPARTMENT / CALFIRE
STEVEN BEACH (951) 246-2337

DRAINAGE
CITY OF WILDOMAR
DAN YORK (951) 677-7751

ELECTRICITY
SOUTHERN CALIFORNIA EDISON
KATIE PARSELL (951) 249-8353

GAS
SOUTHERN CALIFORNIA GAS COMPANY
ROD PACULBA (909) 335-7558

TELEPHONE
VERIZON
PHIL BRILLINGER (951) 658-7305

TIME WARNER
XOCHITL ORTEGA (951) 830-0419

UNDERGROUND SERVICE ALERT
(800) 227-2600

APPROVALS:

CITY OF WILDOMAR

DAN YORK, CITY ENGINEER DATE

REGISTERED PROFESSIONAL ENGINEER Thomas Mericle No. 54385 Exp. 12-31-13 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER Thomas Mericle No. 2122 Exp. 06-30-15 TRAFFIC STATE OF CALIFORNIA

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NOTE:
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The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
DAN YORK, CITY ENGINEER
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

INTERWEST CONSULTING GROUP
9519 Chamberlain St.
Ventura Ca. 93004
Phone: (805) 659-0017
Fax: (805) 715-8018
PREPARED BY: THOMAS MERICLE
R.C.E. No. 54385 EXP. 12-31-13

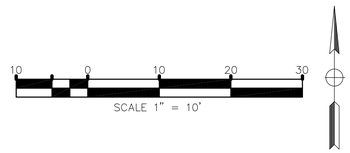
BENCHMARK:
Elevation = 1215.47'
Datum = NGVD 1929
BENCHMARK # T-5881

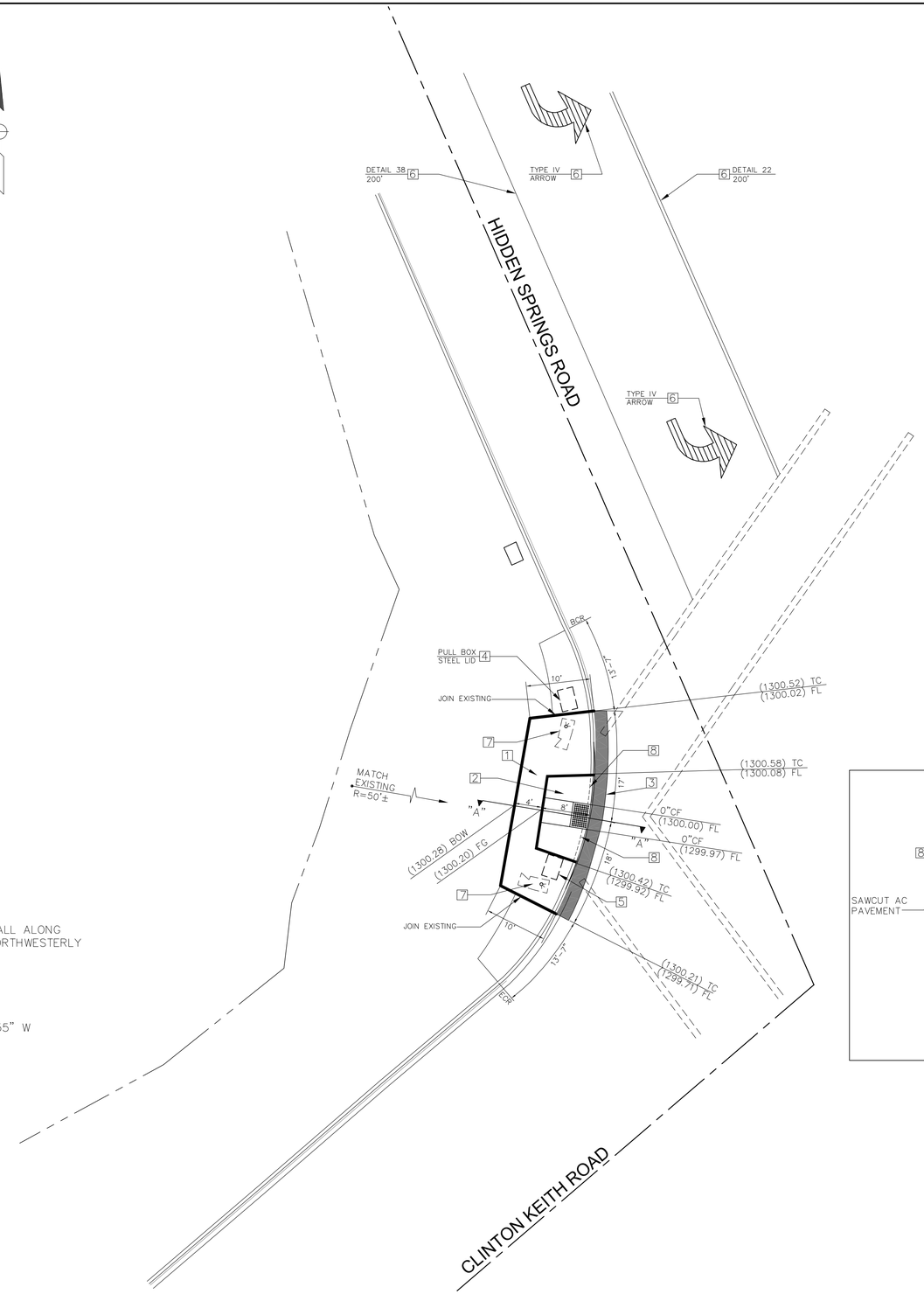
THIS SURVEY WAS PERFORMED ON 01-22-2013 BY GARY NEAL L.S. 4619, EXP. 9-30-2014

SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CLINTON KEITH RD / HIDDEN SPRINGS RD
SOUTH BOUND LEFT TURN PHASE
TITLE SHEET

SHEET No. 1 OF 4 SHTS



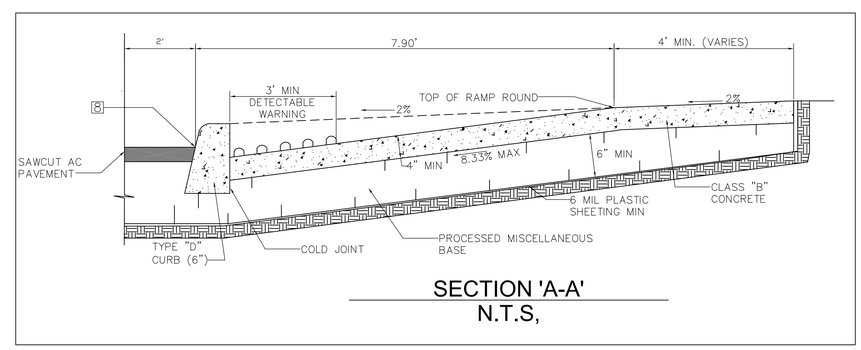


CONSTRUCTION NOTES

1. CONSTRUCT SIDEWALK PER CITY OF WILDOMAR STANDARD PLAN No. 401.
2. CONSTRUCT ACCESS RAMP PER CITY OF WILDOMAR STANDARD PLAN No. 403 (CASE A)
3. SAWCUT EXISTING A.C. PAVEMENT
4. EXISTING TO BE PROTECTED IN PLACE
5. REPLACE EXISTING PULLBOX WITH #5 CONCRETE PULLBOX AND RESET TO NEW FINISH GRADE.
6. REPAINT PAVEMENT MARKING – AS INDICATED (SEE SPECIAL PROVISIONS FR MATERIAL REQUIREMENTS)
7. TRAFFIC SIGNAL FOUNDATION, PROTECT IN PLACE. FINISH SIDEWALK SURFACE TO MATCH FINISH GRADE AND MAY COVER TOP OF FOUNDATION. DO NOT COVER POLE BASE.
8. REMOVE EXISTING AC CURB

GENERAL NOTES

1. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES 1/4" WIDE AND 1/4" DEEP APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL ON STANDARD PLAN
2. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
3. CONCRETE SHALL BE CLASS B.
4. DETECTABLE WARNING SURFACES ARE REQUIRED.
5. ADA ACCESSIBLE RAMP ON SOUTHWEST CORNER IS EXISTING.
6. ADA ACCESSIBLE RAMPS ON NORTHEAST AND SOUTHEAST CORNERS ARE PER CALTRANS ROUTE 15 / CLINTON KEITH ROAD OVERCROSSING PROJECT ID 0800000140 DATED 7–27–11



SECTION 'A-A'
N.T.S,

BENCH MARK

RIVERSIDE COUNTY BENCH MARK T–58–81
FOUND 3" ALUMINUM DISK IN TOP OF STORM DRAIN HEADWALL ALONG THE NORTHEASTERLY SIDE OF PALAOMAR STREET, 800'± NORTHWESTERLY OF THE INTERSECTION OF CLINTON KEITH ROAD

ELEVATION = 1215.47 (NGVD 1929)

BASIS OF BEARINGS

THE CENTERLINE OF HIDDEN SPRINGS ROAD BEING N 23°30'55" W AS SHOWN ON ON PARCEL MAP 31113, P.M.B. 210/14–15

REGISTERED PROFESSIONAL ENGINEER
Thomas Mericle
No. 54385
Exp. 12-31-13
CIVIL
STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
Thomas Mericle
No. 2122
Exp. 06-30-15
TRAFFIC
STATE OF CALIFORNIA

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NOTE:
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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:

Date:
DAN YORK, CITY ENGINEER
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

INTERWEST CONSULTING GROUP
9519 Chamberlain St.
Ventura Ca. 93004
Phone: (805) 659-0017
Fax: (805) 715-9018

PREPARED BY: THOMAS MERICLE
R.C.E. No. 54385 EXP. 12-31-13

BENCHMARK:
Elevation = 1215.47'
Datum = NGVD 1929
BENCHMARK # T-5881

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SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CLINTON KEITH RD / HIDDEN SPRINGS RD
SOUTH BOUND LEFT TURN PHASE
STREET IMPROVEMENTS

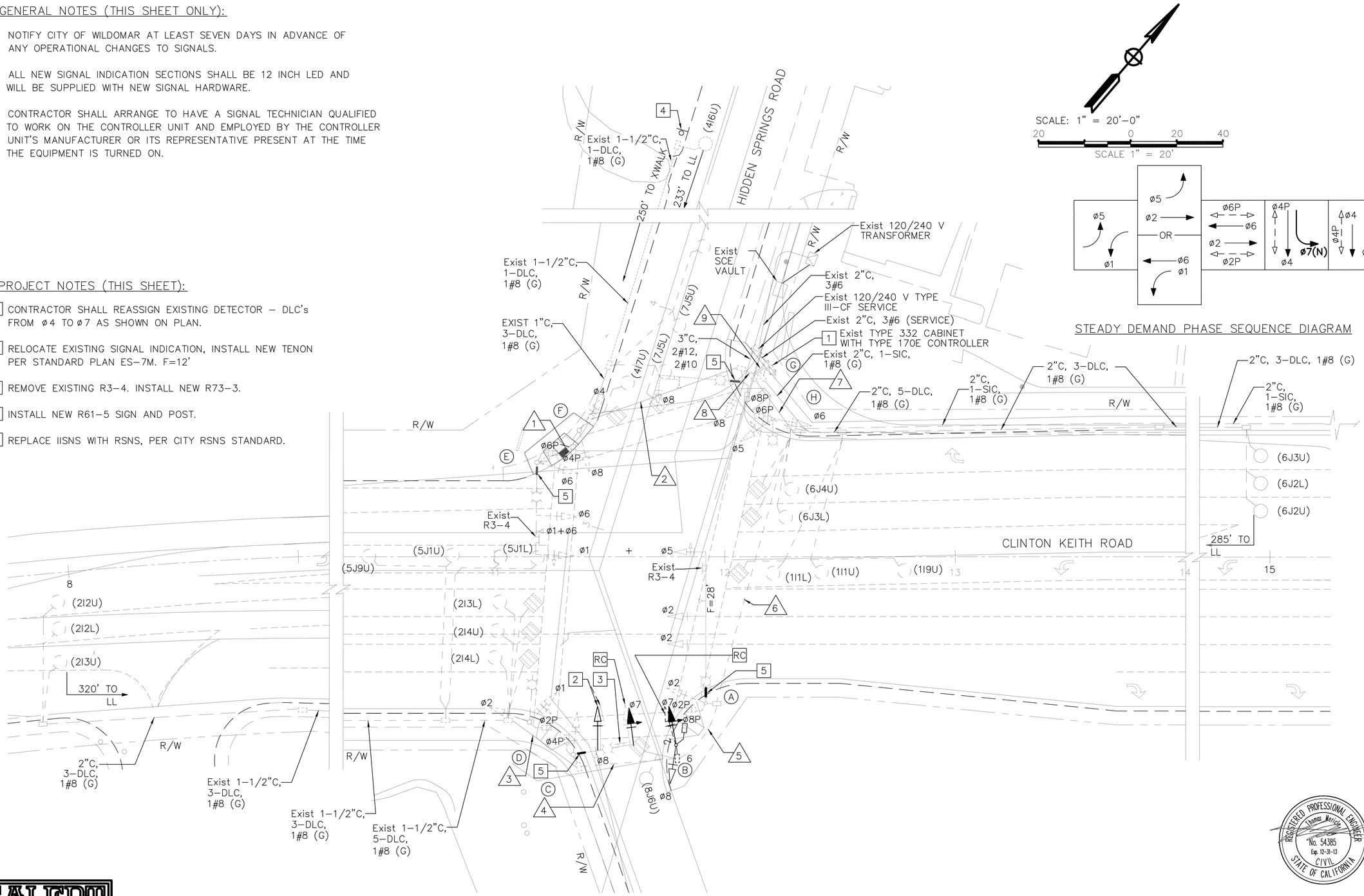
SHEET No. 2 OF 4 SHTS

GENERAL NOTES (THIS SHEET ONLY):

1. NOTIFY CITY OF WILDOMAR AT LEAST SEVEN DAYS IN ADVANCE OF ANY OPERATIONAL CHANGES TO SIGNALS.
2. ALL NEW SIGNAL INDICATION SECTIONS SHALL BE 12 INCH LED AND WILL BE SUPPLIED WITH NEW SIGNAL HARDWARE.
3. CONTRACTOR SHALL ARRANGE TO HAVE A SIGNAL TECHNICIAN QUALIFIED TO WORK ON THE CONTROLLER UNIT AND EMPLOYED BY THE CONTROLLER UNIT'S MANUFACTURER OR ITS REPRESENTATIVE PRESENT AT THE TIME THE EQUIPMENT IS TURNED ON.

PROJECT NOTES (THIS SHEET):

1. CONTRACTOR SHALL REASSIGN EXISTING DETECTOR – DLC's FROM ø4 TO ø7 AS SHOWN ON PLAN.
2. RELOCATE EXISTING SIGNAL INDICATION, INSTALL NEW TENON PER STANDARD PLAN ES-7M. F=12'
3. REMOVE EXISTING R3-4. INSTALL NEW R73-3.
4. INSTALL NEW R61-5 SIGN AND POST.
5. REPLACE IISNS WITH RSNS, PER CITY RSNS STANDARD.



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MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
DAN YORK, CITY ENGINEER
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

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SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CLINTON KEITH RD / HIDDEN SPRINGS RD
SOUTH BOUND LEFT TURN PHASE
TRAFFIC SIGNAL MODIFICATION

SHEET No. 3 OF 4 SHTS

CONDUCTOR SCHEDULE

CONDUCTOR DESIGNATION			NUMBER OF CONDUCTORS								
CABLE TYPE	STD	PHASE	RUN NUMBER								
			1	2	3	4	5	6	7	8	9
VEH–PED 12CSC / PPB 3CSC	A	2, 5, 2P / 8PPB	/	/	/	/	/	1 / 1	1 / 1	/	1 / 1
	B	4, **7(N),** 8, 8P / 2PPB	/	/	/	/	**2(1N)** / 1	**2(1N)** / 1	**2(1N)** / 1	/	**2(1N)** / 1
	C	4, **7(N),** 4P / 2PPB	/	/	/	**2(1N)** / 1	**2(1N)** / 1	**2(1N)** / 1	**2(1N)** / 1	/	**2(1N)** / 1
	D	1, 2, 2P / 4PPB	/	/	1 / 1	1 / 1	1 / 1	1 / 1	1 / 1	/	1 / 1
	E	1, 6, 6P / 4PPB	1 / 1	1 / 1	/	/	/	/	/	1 / 1	1 / 1
	F	8, 4, 4P / 6PPB	/	1 / 1	/	/	/	/	/	1 / 1	1 / 1
	G	8, 8P / 6PPB	/	/	/	/	/	/	/	1 / 1	1 / 1
	H	5, 6 / 8PPB	/	/	/	/	/	/	1 / 1	/	1 / 1
TOTAL CABLES 12/3 CONDUCTORS			1 / 1	2 / 2	1 / 1	2 / 2	5 / 3	6 / 4	7 / 5	3 / 3	10 / 8
#12	IISNS		2	2		2	2	2	2	2	
#8	GROUND		1	1	1	1	1	1	1	1	2
#10	LUMINAIRE		2	2	2	2	2	2	2	2	
TYPE B DLC	1								2		2
	2				6	6	6	6	6		6
	4*			**2**						**2**	**2**
	5				2	2	2	2	2		2
	6								5		5
	7(N)*			**2**						**2**	**2**
	8						1	1	1		1
TOTAL DLCs PER RUN				4	8	8	9	9	16	4	20
EV CABLE			1	1		1	1	2	2	4	4
PERCENT FILL (%)			10%	24%	23%	19%	**26%**	**27%**	**21%**	21%	**30%**
CONDUIT SIZE (in)			3"	3"	3"	4"	4"	2–3"	2–4"	4"	2–4"(E)

NOTE: ALL CONDUITS AND CONDUCTORS ARE EXISTING UNLESS OTHERWISE NOTED.
(N) = NEW
CSC = CONDUCTOR SIGNAL CABLE
EV = EMERGENCY VEHICLE PREEMPTION DEVICE
* = FOUR EXISTING DLC's. REUSE TWO FOR NEW PHASE 7 AS SHOWN ON PLAN

PROPOSED POLE AND EQUIPMENT SCHEDULE

No.	STANDARD					VEHICLE SIGNAL MOUNTING				PEDESTRIAN SIGNAL		PPB		LUMINAIRE (WATTS)	RSNS	SPECIAL REQUIREMENTS
	TYPE	SIG. MA	LUM. MA	LOCATION A	LOCATION B	ø	MAST ARM	ø	POLE	ø	MOUNTING	ø	ARROW			
A	61–5–100	65'	15'	EXISTING	EXISTING	2 2 5	MAS MAS MAS	2	SV–1–T	2	SP–1–T	8		200	**HIDDEN SPRINGS (N*)**	
B	1–A			EXISTING	EXISTING			**7(N)** 8	TV–2–T	8	SP–1–T	2				
C	19–4–100	25'	15'	EXISTING	EXISTING	**4(R)** **7(N)**	MAS(R) **MAS(N)**	4	SV–1–T	4	SP–1–T	2		200	**CLINTON KEITH (N*)**	**INSTALL NEW TENON PER STANDARD PLAN ES–7M. F=12'**
D	15TS		15'	EXISTING	EXISTING			1 2	SV–2–T	2	SP–1–T	4		200		
E	26–4–100	40'	15'	EXISTING	EXISTING	1 6	MAS MAS	6	SV–1–T	6	SP–1–T	4		200	**HIDDEN SPRINGS (N*)**	
F	1–A			EXISTING	EXISTING			4 8	TV–2–T	4	SP–1–T	6				
G	24–4–100	35'	15'	EXISTING	EXISTING	8	MAS	8	SV–1–T	8	SP–1–T	6		200	**CLINTON KEITH (N*)**	
H	15TS		15'	EXISTING	EXISTING			5 6	SV–2–T	6	SP–1–T	8		200		

NOTE: ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.
(N) = NEW (R) = RELOCATE
ALL VEHICLE SIGNALS ARE 12" (in) INDICATIONS, UNLESS OTHERWISE NOTED.
* FOR RSNS DETAIL SEE SPECIAL PROVISIONS

REGISTERED PROFESSIONAL ENGINEER Thomas Mericle No. 54385 Exp. 12-31-13 CIVIL STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER Thomas Mericle No. 2122 Exp. 06-30-15 TRAFFIC STATE OF CALIFORNIA

DIGALERT
DIAL BEFORE YOU DIG — TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

The private engineer signing these plans is responsible for assuring the accuracy and acceptability of the design hereon. In the event of discrepancies arising after city acceptance or during construction, the private engineer shall be responsible for determining an acceptable solution and revising the plans for acceptance by the city.

MARK	BY	DATE	REVISIONS	APPR.	DATE
ENGINEER				CITY	

CITY OF WILDOMAR
ACCEPTED BY:
Date:
DAN YORK, CITY ENGINEER
ACCEPTANCE AS TO CONFORMANCE WITH APPLICABLE CITY STANDARDS AND PRACTICES

INTERWEST CONSULTING GROUP
9519 Chamberlain St.
Ventura Ca. 93004
Phone: (805) 659-0017
Fax: (805) 715-8018
PREPARED BY: THOMAS MERICLE
R.C.E. No. 54385 EXP. 12-31-13

BENCHMARK:
Elevation = 1215.47'
Datum = NGVD 1929
BENCHMARK # T-5881

THIS SURVEY WAS PERFORMED ON 01-22-2013 BY GARY NEAL L.S. 4619, EXP. 9-30-2014

SCALE:
H: As Noted V: As Noted

CITY OF WILDOMAR
CLINTON KEITH RD / HIDDEN SPRINGS RD
SOUTH BOUND LEFT TURN PHASE
TRAFFIC SIGNAL SCHEDULES

SHEET No. 4
OF 4 SHTS

ATTACHMENT B

SECTION B.

BID PROPOSAL FORM

BIDDER SHALL SUBMIT ALL FORMS UNDER SECTION B. AS PART OF THE BID. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE BID.

For the: **CLINTON KEITH ROAD / HIDDEN SPRINGS ROAD TRAFFIC SIGNAL SOUTHBOUND LEFT TURN MODIFICATION – CIP 0017**

From:

NAME OF BIDDER PTM General Engineering Services Inc.

MAILING ADDRESS 5942 Acorn St.

CITY, STATE, ZIP Riverside, CA 92504

TELEPHONE NO: ( ) 951.710.1000

Proposal To: The Honorable Mayor and City Council

City of Wildomar

Wildomar, California

The undersigned, as bidder, declares that he has carefully examined the location of the proposed work as described, examined the Plans, Specifications, Special Provisions, and other contract documents, together with all Addenda issued by the City of Wildomar, read the Instructions to Bidders, and is familiar with all proposal requirements, and hereby proposed and agrees, if the proposal is accepted, to complete the said construction in accordance with the Contract Documents, in the time stated herein, for the unit price or lump sum given on the following pages of this proposal, amounting to a base bid total of:

thirty five thousand nine hundred thirty five dollars no cents — $ 35935.00

Words — Figures

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite or proper and the providing of all necessary machinery, tools, apparatus, and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or the drawings for the work.

If the contract is awarded, the undersigned agrees to enter into a contract with the City of Wildomar and to commence work within fifteen (15) calendar days from the date of issuance of the Notice to Proceed and to diligently prosecute the work to completion before the expiration of Sixty (40) Working Days

All bids are to be computed on the basis of the given Estimated Quantities of Work, as indicated in this proposal, times the unit prices as submitted by the bidders. In case of discrepancy between words and figures, the words shall prevail. In case of discrepancy between unit prices and the extension thereof, the unit price shall prevail and bids will be computed as indicated above and compared on the basis of corrected totals, given solely as a basis for comparison of bids. It is understood that the City does not expressly, nor by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work or to omit portions of the work as may be deemed expedient by the Engineer.

It is also understood by Bidder that the City of Wildomar has the right to reject this proposal or to award a contract to the undersigned at the prices stipulated. If the proposal is rejected, then any check or cashier's check shall be returned to the undersigned within thirty (30) days. No bid bonds will be returned. If the proposal is accepted and the undersigned fails to enter into a contract within fifteen (15) days after the agreement is delivered to him for signature, or within such further time as may be granted by the Members of the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest bid and the next lowest bid who will execute a contract shall be paid into the treasury of the City of City of Wildomar as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Accompanying this proposal is Bid Bond *(Insert "$ 10% cash," cashier's check, certified check or bidder's bond forms included in these Contract Documents, as the case may be),* in an amount equal to at least ten percent (10%) of the total bid.

The following is the name and place of business of the surety company which will furnish the required bonds as surety if the work is awarded to the undersigned:
Surety:International Fidelity Insurance Company
1111 Raymond Blvd, 20th Floor Newark NJ 07102-5219 (800) 333-4167
Agent: C&D Bonding 534 E. Badillo St. Covina, CA 91723 (626) 859-1000

NOTICE - If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.
** See Below

Licensed in accordance with an act providing for the registration of contractors:

License No. 891265 Classification(s) A C10.

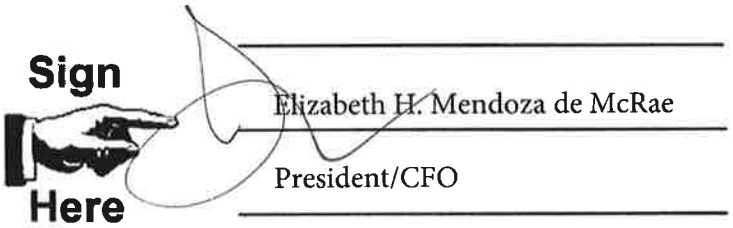
**PTM General Engineering Services Inc.
Elizabeth H. Mendoza de McRae President/CFO
Brian Mendoza Secretary/V.P.

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s: 1 .....

(*Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.*)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 8.20.15



Elizabeth H. Mendoza de McRae

President/CFO

Signature and Title of Bidder
Signatures shall be notarized

Business Address 5942 Acorn St. Riverside, CA 92504

Place of Business 5942 Acorn St. Riverside, CA 92504

Place of Residence 595 South Los Coyotes, Anaheim Hills, CA 92817

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On 8.24.2015 before me, PHILIP VEGA, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared ELIZABETH H. MENDOZA de McRAE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHILIP VEGA
COMM. # 1977088
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 31,2016

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CERTIFICATE OF CORPORATE RESOLUTION

I, Brian Mendoza, Secretary of PTM General Engineering Services, Inc., (Corporation) do hereby certify that at a duly constituted meeting of the Stockholders and Directors of the Corporation held at the office of the Corporation on December 30, 2007 (year), it was upon motion duly made and seconded, that it be

VOTED: Elizabeth H. Mendoza de McRae, President/CFO .....
OR.... Brian Mendoza, Vice President/Secretary
Authorized to sign & execute contracts and submit bids with either one of the corporate officer's signatures.

It was upon further motion made and seconded that it be further VOTED: That Elizabeth H. Mendoza de McRae, President/CFO .....OR....Brian Mendoza, Vice President/Secretary in the capacity as of the Corporation is empowered, authorized and directed to execute, deliver and accept any and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force this date without rescission, modification or amendment.

Signed this 24th day of August, 2015 (year).

A TRUE RECORD

ATTEST

Brian Mendoza
Secretary/Clerk Vice President/Secretary

(Corporate Seal)

Department of Industrial Relations

Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: XXLGKHSBBDPC1

Registration Number: 1000001433

Contractor Name: PTM GENERAL ENGINEERING SERVICES INC

****** NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. ******

Return to Public Works Homepage

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SECTION A.

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.

Clinton Keith Road / Hidden Springs Road Traffic Signal Modification - CIP 0017					
Item No.	**Description**	**Units**	**Estimated Quantity**	**Unit Price**	**Total Price**
1	Water Pollution Control Program	LS	1	400.00	400.00
2	Mobilization	LS	1	1000.00	1000.00
3	Construction Area Traffic Control	LS	1	2500.00	2500.00
4	Clearing and Grubbing	LS	1	1000.00	1000.00
5	Street Improvements	LS	1	9500.00	9500.00
6	Traffic Signal Modification	LS	1	19335.00	19335.00
7	Signs, Striping, and Pavement	LS	1	2200.00	2200.00
				TOTAL	35935.00

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

Contractor's Name (Printed): PTM General Engineering Services Inc.

SECTION D.

BIDDER'S BOND

We, PTM GENERAL ENGINEERING SERVICES, INC. as Principal, and INTERNATIONAL FIDELITY INSURANCE COMPANY as Surety are bound unto the City/County of WILDOMAR, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee 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 submitted to the Obligee, for CLINTON KIETH ROAD/HIDDEN SPRINGS ROAD TRAFFIC SIGNAL SOUTHBOUND LEFT TURN MODIFICATION

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

for which bids are to be opened at WILDOMAR, CA on AUGUST 24TH, 2015

(Insert place where bids will be opened) *(Insert date of bid opening)*

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 conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance 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 suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: AUGUST 20TH, 2015

PTM GENERAL ENGINEERING SERVICES, INC.

Elizabeth H. Mendoza de McRae
PRESIDENT/CFO

Principal

INTERNATIONAL FIDELITY INSURANCE COMPANY

Surety

By

Attorney-in-fact KEVIN E. VEGA

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____.
Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(SEAL)

_____
Notary Public

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN E. VEGA, BRITTON CHRISTIANSEN, PHILIP E. VEGA, MYRNA SMITH

Covina, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20TH day of AUGUST, 2015

MARIA BRANCO, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)

On 8.24.2015 before me, PHILIP VEGA, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared ELIZABETH H. MENDOZA de McRAE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHILIP VEGA
COMM. # 1977088
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 31,2016
ST01 ST01

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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State of California)
County of LOS ANGELES)

On 08/20/2015 before me, PHILIP VEGA, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared KEVIN E. VEGA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHILIP VEGA
COMM. # 1977088
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 31,2016

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SECTION E.

NON-COLLUSION AFFIDAVIT TO THE CITY OF WILDOMAR

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SECTION F.

EXPERIENCE/QUALIFICATIONS STATEMENT

The bidder has been engaged in the contracting business, under the present business name for 8 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 24 years.

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

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

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed

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.

Quantity	Name, Type and Capacity	Condition	Location

See Attached

PTM Job No: P14-01 Owner Job No. : SPEC 2051
Job Location: City of Malibu Rte. 1 PCH at Big Rock Dr.
Description of Work: Rte. 1 Pacific Coast Highway Intersection Improvements
Owner: City of Malibu Contact: Mr. Arthur Aladjadjian
Address: 23825 Stuart Ranch Road City/State: Malibu, CA
Telephone: (310) 456-2489 Fax No. : (310)317-0950
Contract Date: February/2013
Completed Date: August/2014
Contract Value: $149,049.00

PTM Job No: P14-02 Owner Job No. : 12A1522 EA 12-0N1014
Job Location: City of Huntington Beach Rte. 39 (Beach Blvd.) at Chrysler Dr.
Description of Work: Remove Section of Existing Median Island and Reconstruct Median Nose
Owner: Department of Transportation Contact: Mr. Danh Thai, PE
Address: 1727 30th Street City/State: Sacramento, CA 95816
Telephone: (916)227-6000 Fax No. : (916)227-6155 Email: danh.thai@dot.ca.gov
Contract Date: February/2014
Completed Date: Dec 2014
Contract Value: $ 57,576.00

PTM Job No: P14-03 Owner Job No. : 8950
Job Location: City of San Marino, Oak Knoll and Monterey Road
Description of Work: Traffic Calming Project
Owner: City of San Marino Contact: Mr. Chuck Richey, Project Manager
Address: 2200 Huntington Drive City/State: San Marino, CA 91108
Telephone: (626)300-0793 Fax No. : (626)300-0709
Contract Date: March/2013
Completed Date: Dec 2014
Contract Value: $92,599.00

PTM Job No: P14-04 Owner Job No. : CIP 331202, Bid No. 14-1006
Job Location: City of Irvine, Warner Ave, Jamboree Road
Description of Work: Northbound On-Ramp Traffic Signals Improvement
Owner: City of Irvine Contact: Mr. Darrell Hartman
Address: One Civic Center Drive City/State: Irvine, CA 92623
Telephone: (949)724-6000 Fax No. : (949)725-7556
Contract Date: April/2014
Completed Date: June 2015
Contract Value: $435,064.00

PTM Job No: P14-05 Owner Job No. : 227-58069, SR2SL-5070 (028)
Job Location: City of Pomona, Lexington Ave. (Garey Ave. to White Ave.)
Description of Work: Traffic Modification
Owner: City of Pomona Contact: Mr. Ron Chan , PE
Address: 505 S. Garey Ave. City/State: Pomona, CA 91769
Telephone: (909)620-2261 Fax No. : (909)620-2269 Email: Ronald_chan@ci.pomoma.ca.us
Contract Date: March/2014
Completed Date: October 2015
Contract Value: $571,209.00

PTM Job No: P14-06 Owner Job No. : 418-73371
Job Location: City of Murrieta, Various Locations
Description of Work: Pedestrian Safety Enhancement Project Phase II
Owner: City of Murrieta Contact: Mr. Brian Stephenson, PE
Address: 1 Town Center Square City/State: Murrieta, CA 92562
Telephone: (951)461-6070 Fax No. : (909)461-6049 Email: bstephenson@murrieta.org
Contract Date: April/2014
Completed Date: October/ 2014
Contract Value: $183,831.00

PTM Job No: P14-07 Owner Job No. : 134-27
Job Location: City of Orange, Vista Ridge Drive
Description of Work: Drainage and Street Improvement
Owner: City of Orange Contact: Mr. Matthew Lorenzen, Project Manager
Address: 300 E. Chapman City/State: Orange , CA 92866
Telephone: (714)744-5553 Fax No. : (714)744-5573 Email: mlorenzen@cityoforange.org
Contract Date: April/2014
Completed Date:
Contract Value: $105,187.00

PTM Job No: P14-08 Owner Job No. : C4-0055
Job Location: City of Riverside, Briggs Road on Bard Road
Description of Work: Traffic Signal Lighting Project in the Community of French Valley
Owner: County of Riverside Contact: Mr. Joel Jimenez , Project Manager
Address: 3525 14th Street City/State: Riverside, CA 92504
Telephone: (951)955-1537 Fax No. : (951)955-3164 Email: jrjimenez@rtlma.org
Contract Date: April/2014
Completed Date: Feb 2015
Contract Value: $179,132.00

PTM Job No: P14-09 Owner Job No. : City Project No. 13-20
Job Location: City of Costa Mesa, Placentia Ave. at 20th Street
Description of Work: Illuminated Crosswalk Project
Owner: City of Costa Mesa Contact: Mr. Thomas Banks, PE
Address: 77 Fair Drive City/State: Costa Mesa, CA 92628
Telephone: (714)754-5355 Fax No. : (714)754-5028 Email: tom.banks@costamesaca.gov
Contract Date: June/2014
Completed Date: In Progress
Contract Value: $130,990.00

PTM Job No: P14-11 Owner Job No. : City Project No. 13-13
Job Location: City of Costa Mesa, Sunflower Ave. at Anton Blvd
Description of Work: Traffic Signal Modification, Federal Project No. HSIPL-5312 (085)
Owner: City of Costa Mesa Contact: Mr. Thomas Banks, PE
Address: 77 Fair Drive City/State: Costa Mesa, CA 92628
Telephone: (714)754-5355 Fax No. : (714)754-5028 Email: tom.banks@costamesaca.gov
Contract Date: May/2014
Completed Date: In progress
Contract Value: $238,823.00

PTM Job No: P14-12 Owner Job No. : 3-R-13
Job Location: City of La Habra, Various Locations
Description of Work: Annual Sidewalk and Wheelchair Improvement Project
Owner: City of La Habra Contact: Mr. Christopher Johansen, Project Manager
Address: 201 E. La Habra Drive City/State: La Habra, CA 90631
Telephone: (562)383-4151 Fax No. : (562)383-4476
Contract Date: May/2014
Completed Date: Dec 2014
Contract Value: $182,383.00

PTM Job No: P14-13 Owner Job No. :
Job Location: City of Stanton, Beach Blvd. & Village Center Drive
Description of Work: Traffic Signal Improvements
Owner: City of Stanton Contact: Ms. Stephanie Camorlinga, Eng. Asst.
Address: 7800 Katella Avenue City/State: Stanton, CA 90680
Telephone: (714)890.4204 Fax No. : (714)890-1443 Email: scamorlinga@ci.stanton.ca.us
Contract Date: June/2014
Completed Date: In Progress
Contract Value: $388,888.00

PTM Job No: P14-14 Owner Job No. : Project No. 11-354 CIP 8438
Job Location: City of Murrieta, Alta Murrieta and Whitewood
Description of Work: Traffic Signal Installation
Owner: City of Murrieta Contact: Mr. Brian Stephenson, PE
Address: 1 Town Center Square City/State: Murrieta, CA 92562
Telephone: (951)461-6070 Fax No. : (909)461-6049 Email: bstephenson@murrieta.org
Contract Date: Aug 2014
Completed Date: June 2015
Contract Value: $248,951.00

PTM Job No: P14-15 Owner Job No. : C2M14-39
Job Location: City of Alhambra, Intersection of Garfield Ave & Talmage Burke Way
Description of Work: Traffic Signal and Highway Safety Lighting System
Owner: City of Alhambra Contact: Ms. Amanda Eitel
Address: 111 South First Street City/State: Alhambra, CA 92562
Telephone: (626)570-5062 Fax No. : (626)458-4201 Email: aeitel@cityofalhambra.org
Contract Date: July/2014
Completed Date: May 2015
Contract Value: $106,757.00

PTM Job No: P14-16 Owner Job No. : 21242; Federal No. HSIPL-5351(023)
Job Location: City of Pico Rivera, Citywide
Description of Work: Traffic Signal Safety Improvements
Owner: City of Pico Rivera Contact: Mr. Jose Loera
Address: 6615 Passons Blvd. City/State: Pico Rivera, Ca 92503
Telephone: (562)801-4350 Fax No. : (562)949-7506 Email: jloera@picorivera.org
Contract Date: June/2014
Completed Date: August 2014
Contract Value: $1,937,510.68

PTM Job No: P14-17 Owner Job No. : 14-041
Job Location: City of Moreno Valley, Moreno Valley Mall Stop
Description of Work: Mall Stop Enhancements Project
Owner: Riverside Transit Agency (RTA) Contact: Mr. Andrew Frost
Address: 1825 Third St. City/State: Riverside, CA 92507
Telephone: (951)565-5190 Fax No. : (951)565-5191 Email: afrsot@riversidetransit.com
Contract Date: September/2014
Completed Date: Aug 2014
Contract Value: $599,662.00

PTM Job No: P14-18 Owner Job No. : 227-58070
Job Location: City of Pomona, Fairplex Drive
Description of Work: Traffic Signal Poles Relocation
Owner: City of Pomona Contact: Mr. Ron Chan, PE
Address: 505 S. Garey Ave. City/State: Pomona, CA 91769
Telephone: (909)620-2261 Fax No. : (909)620-2269 Email: Ronald_chan@ci.pomoma.ca.us
Contract Date: November/2014
Completed Date: April 2015
Contract Value: $15,854.00

PTM Job No: P13-01 Owner Job No. : C2-0151
Job Location: Ramon Road and Monterey Avenue/Sierra Del Sol
Description of Work: Traffic Signal and Lighting Project, Thousand Palm Area
Owner: County of Riverside Contact: Mr. Joel Jimenez/Project Manager
Address: 3525 14th Street City/State: Riverside, CA 92501
Telephone: (951) 955-6780 Fax No. : (951) 955-3464 Email: jrjimenez@rtlma.org
Contract Date: April/2013
Completed Date: December/2013
Contract Value: $244,021.60

PTM Job No: P13-02 Owner Job No. : 41053
Job Location: Redlands, Cope and McKinley
Description of Work: Pedestrian Safety Improvements,
Owner: City of Redlands Contact: Mr. Jason Montgomery/PE
Address: 35 Cajon St. Suite 4 City/State: Redlands, CA 92373
Telephone: (909)798-7584 Ext. 5 Fax No. : (909)798.7670 Email: jomontgomery@cityofredlands.org
Contract Date: April/2013
Completed Date: October/2013
Contract Value: $39,760.00

PTM Job No: P13-03 Owner Job No. : Contract No. 12A1475
Job Location: Bolsa Chica State Road
Description of Work: Upgrade Traffic Signals and Related Electrical Components
Owner: Department of Transportation Contact: Mr. Dahn Thai/PE
Address: 1727 30th Street City/State: Sacramento, CA 95186
Telephone: (916)227-6000 Fax No. : (916)227-6155 Email: danh.thai@dot.ca.gov
Contract Date: February/2013
Completed Date: December 2014
Contract Value: $134,884.00

PTM Job No: P13-04 Owner Job No. :
Job Location: City of Inglewood, Crenshaw Blvd. & 104th St.
Description of Work: Traffic Signal Modification Project
Owner: City of Inglewood Contact: Mr. Alan Mai, PE
Address: One Manchester Blvd. City/State: Inglewood, CA 90301
Telephone: (310)412-5333 Fax No. : (310)412-5552 Email: amai@cityofinglewood.org
Contract Date: April/2013
Completed Date: In Progress
Contract Value: $164,030.00

PTM Job No: P13-05 Owner Job No. : 7125
Job Location: Garden Grove, Various Locations
Description of Work: Traffic Signal Installation and Modifications at Various Locations,
Owner: City of Garden Grove Contact: Mr. Mr. Dai C. Vu, PE
Address: 11222 Acacia Parkway City/State: Garden Grove, CA 92840
Telephone: (714)741-5189 Fax No. : 0
Contract Date: March/2013
Completed Date: December/2013
Contract Value: $575,798.00

PTM Job No: P13-06 Owner Job No. : 418-73371
Job Location: Monroe Street & Orange
Description of Work: Intersection Reconfiguration, Federal Project Id. HSIPL-5070(025)
Owner: City of Pomona Contact: Mr. Ati Eskandari, PE
Address: 505 South Garey Ave City/State: Pomona, CA 91769
Telephone: (909)620-2261 Fax No. : (909)620-2278
Contract Date: May/2013
Completed Date: December/2013
Contract Value: $122,392.00

PTM Job No: P13-07 Owner Job No. : 61095
Job Location: Rose Dr. & Yorba Linda Blvd.
Description of Work: Intersection Improvement Project
Owner: City of Placentia Contact: Mr. Michael McConaha
Address: 401 E. Chapman City/State: Placentia, CA 92870
Telephone: (714)993-8117 Fax No. :
Contract Date: April/2013
Completed Date: December/2013
Contract Value: $124,533.43

PTM Job No: P13-08 Owner Job No. : CS-0192
Job Location: City of Vernon, Citywide
Description of Work: Pedestrian Countdown Head Replacement Project
Owner: City of Vernon Contact: Mr. Samuel Wilson
Address: 4305 Santa Fe Avenue City/State: Vernon, CA 90058
Telephone: (323) 583-8811 Ext: 215 Fax No. : (323)826-1435
Contract Date: May/2013
Completed Date:
Contract Value: $84,117.00

PTM Job No: P13-09 Owner Job No. 12-6760; Federal Project No. HSIPL-5063(141)
Job Location: City of Santa Ana, Mcfadden at Lyon
Description of Work: Traffic Signal Modification, Federal Project No. HSIPL-5063(141)
Owner: City of Santa Ana Contact: Mr. Edward Torres, Assistant Engineer
Address: 20 Civic Center Plaza City/State: Santa Ana, CA 92701
Telephone: (714)647-5680 Fax No. : 714.647.5058 Email: etorees@santa-ana.org
Contract Date: May/2013
Completed Date: July 2014
Contract Value: $285,420.00

PTM Job No: P13-10 Owner Job No. CIP 5548
Job Location: City of Hemet, Various Locations
Description of Work: Safe Routes to School Project
Owner: City of Hemet Contact: Mr. Steve Latino, PE.
Address: 445 East Florida Avenue City/State: Hemet, CA 92543
Telephone: (951)765-2348 Fax No. : (951)765-2349 Email: Slatino@cityofhemet.org
Contract Date: Sept 2014
Completed Date: November 2014
Contract Value: $9,575.50

PTM Job No: P13-11 Owner Job No.
Job Location: Mead Valley Area, Cajalco Road and Alexander Street
Description of Work: Traffic Signal and Lighting Project
Owner: County of Riverside City of Contact: Mr. Joel Jimenez, Project Managed
Address: 3525 14th St. City/State: Riverside, CA 925001
Telephone: (951) 955-6780 Fax No. : (951) 955-3464 Email: jrjimenez@rtlma.org
Contract Date: Dec 2013
Completed Date: July 2014
Contract Value: $354,886.00

PTM Job No: P13-13 Owner Job No. : ESPL 5358
Job Location: Hellman/San Gabriel
Description of Work: Intersection Improvement Projects
Owner: City of Rosemead Contact: Mr. Rafael Fajardo, PE
Address: 8838 E. Valley Blvd. City/State: Rosemead, CA 91770
Telephone: 626.569.2100 Fax No. : 626.307.9218 Email: rfajardo@cityofrosemead.org
Contract Date: May/2013
Completed Date: December/2013
Contract Value: $482,024.30

PTM Job No: P13-14 **Owner Job No.** : Contract No. 07A3421 (074T4904)
Job Location: Los Angeles County
Description of Work: Electrical
Owner: Department of Transportation **Contact:** Mr. Javier Guzman, PE
Address: 1727 30th Street **City/State:** Sacramento, CA 95186
Telephone: (916)227-6000 **Fax No.** : (916)227-6155 **Email:** javierbguzman@gmail.com
Contract Date: June/2013
Completed Date: March 2015
Contract Value: $203,131.00

PTM Job No: P13-15 **Owner Job No.** : Contract No. 07A3409 (074T6104)
Job Location: Los Angeles County
Description of Work: Electrical
Owner: Department of Transportation **Contact:** Mr. Mike Fardoun, PE
Address: 1727 30th Street **City/State:** Sacramento, CA 95186
Telephone: 626.339.1601 Ext: 119 **Fax No.** : (916)227-6155 **Email:** mike.fardoun@dot.ca.gov
Contract Date: June/2014
Completed Date: Jan 2015
Contract Value: $26,000.00

PTM Job No: P13-16 **Owner Job No.**: Federal Project No. HSIPL-5360(012)
Job Location: City of Lawndale, Manhattan Beach & Firmona Avenue
Description of Work: Traffic Signal Modification, Federal Project No. HSIPL-5360(012)
Owner: City of Lawndale **Contact:** Mr. Miguel Alvarez, PE
Address: 14717 Burin Avenue **City/State:** Lawndale, CA 90260
Telephone: (310)973-3265 **Fax No.** : (310)644-4556 **Email:** malvarez@lawndalecity.org
Contract Date: June/2013
Completed Date: May 2014
Contract Value: $160,990.00

PTM Job No: P13-17 **Owner Job No.** :
Job Location: City of Duarte, Huntington Drive at Pops Road
Description of Work: Traffic Signal and Intersection Improvements Project
Owner: City of Duarte **Contact:** Mr. Rafael Casillas, PE
Address: 1600 Huntington Drive **City/State:** Duarte, CA 91010
Telephone: (626)357-7931 **Fax No.** : (626)358-0018 **Email:** rcasillas@accessduarte.com
Contract Date: June/2013
Completed Date: May 2014
Contract Value: $313,677.00

PTM Job No: P13-18 **Owner Job No.:** 13-365, CIP NO. 8430
Job Location: City of Murrieta, Intersection of Nutmeg Street and St. Ralph Drive
Description of Work: Rectangular Flashing Beacon (RRFB) Installation
Owner: City of Murrieta **Contact:** Mr. Brian Stephenson, PE
Address: 1 Town Square **City/State:** Murrieta, CA 92562
Telephone: (951)304.2489 Ext: 6239 **Fax No.:** (951)304.2489 **Email:** bstephenson@murrieta.org
Contract Date: August/2013
Completed Date: March 2014
Contract Value: $30,899.00

PTM Job No: P13-19 **Owner Job No.:**
Job Location: City of Mead Valley, Turnkey Eastvale Gateway & Mead Valley
Description of Work: Bus Shelter Project
Owner: Riverside Transit Agency **Contact:** Mr. Andrew Frost, Project Manager
Address: 1825 Third Street **City/State:** Riverside, CA 92517
Telephone: (951)565-5000 **Fax No.:** (951)565-5001 **Email:** afrost@riversidetransit.com
Contract Date: June/2013
Completed Date: November 2013
Contract Value: $66,456.00

PTM Job No: P13-20 **Owner Job No.:** 7191
Job Location: Rosecrans Avenue at Crossdale Avenue
Description of Work: Pedestrian Crossing Improvements
Owner: City of Norwalk **Contact:** Mr. Randy Hillman, Project Manager
Address: 12700 Norwalk Blvd. **City/State:** Norwalk, CA 90651
Telephone: (562)929-5700 **Fax No.:** (562)929-5773 **Email:** rhillman@norwalkca.gov
Contract Date: July/2013
Completed Date: December/2013
Contract Value: $40,548.00

PTM Job No: P13-21 **Owner Job No.:** 61114
Job Location: Monroe Street & Orange
Description of Work: Safe Routes to School
Owner: City of Placentia **Contact:** Mr. Michael McConaha, Project Manager
Address: 401 E. Chapman Ave. **City/State:** Placentia, CA 92870
Telephone: (714)993-8171 **Fax No.:**
Contract Date: July/2013
Completed Date: December/2013
Contract Value: $97,699.00

PTM Job No: P13-22 Owner Job No. : ST-316
Job Location: City of La Palma, along Walker Street from Crescent Avenue to La Palma Avenue and Crescent Avenue from Moody Street to Walker Street
Description of Work: Walker Junior High School Pedestrian Safety Improvements Project
Owner: City of La Palma Contact: Mr. Michael Belknap, Community Services Director
Address: 7822 Walker Street City/State: La Palma, CA 90623
Telephone: (714)690-3300 Fax No. : (714)523-2141
Contract Date: September/2013
Completed Date: July 2014
Contract Value: $110,707.00

PTM Job No: P13-24 Owner Job No. : 12-14, Federal Project No. HSIP3-5312 (084)
Job Location: City of Costa Mesa, Victoria Street and Valley Road/Pacific Avenue
Description of Work: Intersection Improvements
Owner: City of Costa Mesa Contact: Mr. Tom Banks, PE
Address: 7822 Walker Street City/State: Costa Mesa, CA
Telephone: (714)754-5335 Fax No. : (714)754-5264 Email: tom.banks@costamesaca.gov
Contract Date: July/2013
Completed Date: July 2015
Contract Value: $322,416.32

PTM Job No: P13-26 Owner Job No. : 801 0040 70 77
Job Location: City of Moreno Valley, Citywide
Description of Work: Fiscal Year 2011/2012 Citywide Pedestrian Enhancements
Owner: City of Moreno Valley Contact: Mr. Guy Pegan, PE
Address: 14177 Frederick Street City/State: Moreno Valley, CA 92552
Telephone: (951)413-3115 Fax No. 951.413.3158 Email: guyp@moval.org
Contract Date: August/2013
Completed Date: Aug 2014
Contract Value: $407,941.00

PTM Job No: P13-27 Owner Job No. :
Job Location: City of Irwindale, Ayon Avenue
Description of Work: Installation of Speed Table and Street Improvements
Owner: City of Irwindale Contact: Mr. Armando Hegdahl
Address: 5050 North Irwindale City/State: Irwindale, CA 91706
Telephone: (626)430-2200 Fax No.: (626)962-42090
Contract Date: August/2013
Completed Date: Sept 2013
Contract Value: $33,333.00

Description of Work: Street Improvement Plans, Quiet Zone
Owner: City of Colton Contact: Mr. Victor Ortiz
Address: 650 North La Cadena Drive City/State: Colton, CA 92324
Telephone: (909)370-5065 Fax No. (909)370-5072 Email: [illegible]

Contract Value: $929,961.00

PTM Job No: P13-32 Owner Job No. : 08-0521
Job Location: City of Corona, Lincoln Avenue and Parkridge Avenue
Description of Work: Traffic Signal Installation (SR2S)
Owner: City of Corona Contact: Ms. Vikki Li, PE
Address: 400 S. Vicentia Avenue Ste. 210 City/State: Corona, CA 92882
Telephone: (951)736-3548 Fax No. : (951)279-3627 Email: vikki.li@ci.corona.ca.us
Contract Date: November/2013
Completed Date: Sept 2014
Contract Value: $332,109.00

PTM Job No: P13-33 Owner Job No. :
Job Location: City of Culver City, Linwood to E. Howe
Description of Work: Safe Routes to School Project
Owner: City of Culver City Contact: Mr. Sammy Romo
Address: 9770 Culver City City/State: Culver City, CA 90232
Telephone: (310)253-5619 Fax No. : (310)253.5626 Email: Sammy.romo.culvercity.org
Contract Date: December/2013
Completed Date: September/2014
Contract Value: $431,914.00

PTM Job No: P13-35 Owner Job No. :
Job Location: City of Colton, Morris Elementary and William Jehue Middle School
Description of Work: Safe Route to School
Owner: County of San Bernardino Contact: Mr. Victor Ortiz
Address: 650 North La Cadena Drive City/State: Colton, CA 92324
Telephone: (909)370-5065 Fax No. : (909)370-5072 Email: vortiz@ci.colton.ca.us
Contract Date: December/2013
Completed Date: June 2015
Contract Value: $18,888.00

PTM Job No: P13-36 Owner Job No. : 41040
Job Location: City of Redlands,
Description of Work: Safe Routes to Schools, Cycle 8
Owner: City of Redlands Contact: Mr. Jason Montgomery
Address: 35 Cajon St. Suite 4 City/State: Redlands, CA 92373
Telephone: (909)798-7584 Fax No. : (909)789.7670 Email: jmontgomery@cityofredlands.org
Contract Date: December/2013
Completed Date: June/2014

Contract Value: $775,818.00

PTM Job No: P13-37 **Owner Job No.:** 41040
Job Location: City of Hawthorne, Crenshaw Boulevard
Description of Work: Furnishing and Installing Pole and Associated Conduits and Pull Boxes for the Installation of License Plate Recognition Cameras
Owner: City of Hawthorne **Contact:** Mr. Alan Leung, PE
Address: 4455 W. 126th Street **City/State:** Hawthorne, CA 90250
Telephone: (310)349-2901 **Fax No.:** 0 **Email:** aleung@cityofhawthorne.org
Contract Date: May 2014
Completed Date: June 2014
Contract Value: $33,332.00

PTM Job No: P13-38 **Owner Job No.:** 07A3552 (074X0204)
Job Location: Los Angeles County, Route 105
Description of Work: Repair Damaged Pump Stations
Owner: Department of Transportation **Contact:** Ms. Joan Crews, PE
Address: 1727 30th Street **City/State:** Sacramento, CA 94828 MS 65
Telephone: (231)620-4852 **Fax No.:** 0 **Email:** joan.crews@dot.ca.gov
Contract Date: December/2013
Completed Date: April 2015
Contract Value: $799,148.32

Brian Mendoza
P.O. Box 7745 Riverside, CA 92513-7745
Email: brian@ptm-eng.com • Cell 951.722.5755

Chief Estimator and Supervisor of Outside Operations

Supervisor of outside operations with over 18 years of experience. Electrician with over 20 years of experience. An effective communicator and team leader; experienced in coordinating and executing large and fast-paced projects.

CAREER EXPERIENCE

Freeway Electric/PTM General Engineering Services, Inc. Riverside, CA
06/2006 to Date

Chief Estimator/Supervisor of Outside Operations

In charge of managing the estimating department and finalizing bid packages; coordinating the beginning phase of an awarded project between the company and agency. Project submittals, contract review. Coordinated and managed crews California region; handled various sized projects ranging in size from $1,000 to $4.5 million dealing with dry utilities, wet utilities, traffic signals, and road improvements. Maintained coordination Freeway Electric/PTM General Engineering and subcontractor, and project owners. In charge of handling project's administrative work; monthly gross estimates, project progress schedule, materials requisitions, contract change order negotiations and equipment purchase and rentals.

High Light Electric Inc./Pete & Sons Construction Inc. Riverside, CA
10/96 to 06/2006

Chief Estimator

In charge of managing the estimating department and finalizing bid packages. Coordinating the beginning phase of an awarded project between the company and agency or prime contractor; project submittals, contract review. Successfully bid on projects totaling $12 million with an average spread 6%.

Area Supervisor

Coordinated and managed 10 crews consisting of 6 members per team in the southern California region; handled various sized projects ranging in size from $1,000 to $4.5 million dealing with dry utilities, wet utilities, traffic signals, and road improvements. Maintained coordination between High Light Electric Inc and subcontractor, general contractor and project owners. In charge of handling project's administrative work; monthly gross estimates, project progress schedule, materials requisitions, contract change order negotiations and equipment purchase and rentals.

Continued...

CAREER EXPERIENCE CONTINUED

MBE Electric Inc. in Riverside, CA

10/1998-10/1996

Vice President and Head of Outside Operations

Managed outside operations for all projects ranging in size from $1 to $2.5 million. Headed an around the clock electric crew and coordinated with CC Meyes to repair the I-10 Santa Monica Freeway after it collapsed during the 1994 Northridge Earthquake to complete the fast paced project in 66 days. Maintain coordination between MBE Electric and subcontractors, general contractor and project owners; implemented and enforced safety guidelines. Handled administrative work; monthly progress estimates, material requisitions, contract change order negotiations.

Vasco Corporation in San Fernando, CA

10/1987-06/1998

Foreman (Part Time)

Managed day to day operations of work crews and various projects ranging in size from $1,000 to $5,000 in Eastern Los Angeles County; traffic signals, street lighting, signal interconnect.

Raymor Electric in Rosemead, CA

06/1986-10/1987

Crew Leader (Part Time)

In charge of work crew on projects ranging from $25,000 to $250,000 through out Los Angeles County.

WORK SKILLS

- Capable of operating heavy equipment such as skip loaders, cranes, and backhoes;
- Hands-on experience with hand tools and power tools;
- Capable of overseeing fast-paced and high profile projects;
- An effective communicator and leader;

EDUCATION

- International Brotherhood of Electrical Workers
  Completed training course (1988-1989) in street lighting and traffic signal installations, code enforcement and blue print reading.

- South Gate High School
  Received High School diploma in 1988

CAREER EXPERIENCE CONTINUED

PROFESSIONAL MEMBERSHIPS

- International Brotherhood of Electrical Workers (IBEW)
- National Electrical Contractors Association (NECA)

ACCREDITATION

- IBEW-Journeyman Wireman; CSLB-Electrical Contractors; Certified Trench Safety Coordinator.

LANGUAGES

- English (Native)
- Spanish (Fluent)

AWARD RECEIVED

- Recipient of the U.S. Small Business "Young Entrepreneur of the Year" Award in 1996, nationally.
- Recipient of the Certificate of Recognition by the City of Los Angeles for "Small Business" in 1997.
- Recipient of the Certificate of Recognition by the City of Riverside for "Small Business" in 1997.
- Recipient of the Certificate of Recognition by the State Assembly, Assemblyman Mr. Rod Pacheco, for the "top 500 Inland Empire Small Business" in 1997.
- Ranked among the "Top 500 Inland Empire Hispanic Owned Companies" since 1997.
- Certification of Appreciation for our participation and maximization in the "Century Freeway Affirmative Action" by CFAAC.

PROFESSIONAL AND PERSONAL REFERENCES

Caltrans project #07-1224U4 (Electrical contract amount $4.5 million)
Project completed in 2005
Description of project: Installation of traffic signals, ramps metering, sign illumination, Highway lighting, fiber optic communication, and electrical irrigation along the I-10 Freeway in Los Angeles County.

- Doug Dwason-Project Manager for prime contractor, Balfour Beatty
  Cell (949)232-3276 and Office (909)397-8040
- Patty Galvan- Resident Engineer. Office (909)594-4270
- Veronica Ross-Electrical Inspector. Cell (714)606-6311

CAREER EXPERIENCE CONTINUED

City of Redlands Contract #208300-72304/41008 (Electrical contract amount is $218,800)
Project completed in 2003
Description of project: Installation of traffic signals, modification of ramp metering, lighting and sign illumination.

- Bill Hensley-Senior Civil Engineer- Office (909)798-7586 ext 2
- Juan Olvera-Project Manager for general contractor, H&H Construction- Cell (951)453-7712 and Office (909)473-7331.

Caltrans project #08-4567V4) Electrical contract amount is $938,238)
Project completed in 2005
Description of project: Installation of lighting system along the I-5 Freeway in San Bernardino County.

- Gary Vogel-Project Manager form prime contractor, Granite Construction Cell: (661)549-3953 and Office (661)726-4447

Sanbag Projects, Segment 1, 2, 3, early segment 9, segment 9, and alder Ave. (Total electrical contract amount was $3.2 million) Project completed in 2004.
Description of projects: Installation of traffic signals, ramp metering, sign illumination, highway lighting, fiber optic communication, and electrical irrigation along the I-10 Freeway in San Bernardino County.

- Harold Lantis-Sanbag Contract Manager- Cell (760)802-7730 and Office (909)875-8029 ext 213.
- Tim Hanable-Caltrans Inspector- Cell (951)712-0021
- Al Ortega- Project Manager for prime contractor, Yeager Shanska- Cell (714)240-5333.

City of Indio Project #ST0137 (Electrical contract amount was $1.4 million)
Project completed in 2005
Description of project: Installation of street lighting system, traffic signals, electrical irrigation, and dry utilities.

- Gary Baxter-Area Manager for prime contractor, Yeager Shanska Construction-Cell (909)721-9749 and Office (760)343-5472
- Tommy Young-Project Manager for prime contractor- Cell (951)232-6618 and Office (760)343-5472
- Mehran Sepehri-City Engineer- Cell (760)250-2201

Additional Professional References:

- Zale Harris-Caltrans Inspector- Cell (951)289-0047
- Ray Robles-Caltrans area supervisor- Cell (909)799-0646

PTM Job No: P13-28 Owner Job No. :
Job Location: City of San Bernardino, Almond Avenue
Description of Work: Sidewalk Project
Owner: City of San Bernardino Contact: Mr. Grant C, Mann, Project Manager
Address: 825 East Third Street City/State: San Bernardino, CA 92415
Telephone: (909)387-7920 Fax No.: (909)387-8130
Contract Date: August/2013
Completed Date: July 2014
Contract Value: $154,108.00

PTM Job No: P13-29 Owner Job No. : 13-COES-511
Job Location: City of Coronado, (BTA GRANT)
Description of Work: Scenic Bike Loop
Owner: City of Coronado Contact: Mr. Marco Mendoza, Eng. Tech.
Address: 1825 Strand Way City/State: Coronado, CA 92118
Telephone: (619)522-7384 Fax No.: (612)522*17320 Email: mmendoza@coronado.cs.us

Contract Date: September/2013
Completed Date: Dec 2014
Contract Value: $71,804.00

PTM Job No: P13-30 Owner Job No.: 5548
Job Location: City of Hemet, Cawston Avenue and Menlo Avenue
Description of Work: Safe Routes to School Project
Owner: City of Hemet Contact: Mr. Steve Latino, PE
Address: 445 East Florida Avenue City/State: Hemet, CA 92543
Telephone: (951)765-2362 Fax No.: (951)765-2337 Email: slatino@cityofhemet.org
Contract Date: October/2013
Completed Date: Aug 2014
Contract Value: $645,106.00

PTM Job No: P13-31 Owner Job No.:
Job Location: City of Colton, Railroad Crossing
Description of Work: Street Improvement Plans, Quiet Zone
Owner: City of Colton Contact: Mr. Victor Ortiz
Address: 650 North La Cadena Drive City/State: Colton, CA 92324
Telephone: (909)370-5065 Fax No.: (909)370-5072 Email: vortiz@ci.colton.ca.us
Contract Date: August/2013
Completed Date: In-Process

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 (Name & Location)	PORTION OF WORK
CT&T Concrete Paving Inc. 324 S. Diamond Bar Blvd. PMB 275, Diamond Bar, CA 91765 License No: 875627 Exp: 4.30.16 Class C12, C8 Tel: 909.396.8453 Fax: 909.396.0522 Dir: 1000025154	concrete work

SECTION H
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder PTM General Engineering Services Inc., proposed subcontractor _____, hereby certifies that he has X , has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The above Equal Employment Opportunity Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SECTION I

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not _X_ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No _X_

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SECTION J
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SECTION K
NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

N/A= Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

N/A

2. Status of Federal Action:

N/A

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

N/A

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

N/A

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

N/A

Congressional District, if known

6. Federal Department/Agency:

N/A

7. Federal Program Name/Description:

N/A

CFDA Number, if applicable _____

8. Federal Action Number, if known:

N/A

9. Award Amount, if known:

N/A

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

N/A

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

N/A

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ N/A ☐ Actual Planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

N/A

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

N/A

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

N/A

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☒

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Elizabeth H. Mendoza de McRae

Title: President/CFO

Telephone No.: 951.710.1000 Date: 8.20.15

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-9

SECTION L
LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Wildomar LOCATION: Wildomar, CA

PROJECT DESCRIPTION: Clinton Keith Road/Hidden Springs Road Traffic Signal Southbound Left Turn Modification

TOTAL CONTRACT AMOUNT: $ 355935.00

BID DATE: 8.24.15

BIDDER'S NAME: PTM General Engineering Services Inc.

CONTRACT DBE GOAL: 7.4%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
pts of the	pts. of material		Lyteforms 13841 Roswell Ave, Ste A, Chino, Ca 91710 DBE No: 37133 Tel: 909.680.8123 Fax: 909.902.0128	$4607.00
			Total Claimed DBE Participation	$ 2802.00 7.8 %

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Signature of Bidder

8.20.15 951.710.1000
Date (Area Code) Tel. No.

Elizabeth H. Mendoza de McRae
President/CFO

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original - Local agency files

LYTE FORMS

13841 Roswell Ave Unit A
Chino, California 91710

Ph 909-680-8123
lyteforms@gmail.com
DBE: 37133

Date: 08-24-2015

To : PTM General Engineering Services, Inc.

Attn: Elizabeth - Estimating Dept.

Email: elizabeth@ptm-eng.com

Fax: 951-710-1006

Re: Date of Bid: 08-24-2015

Description: Clinton Keith Rd /Hidden Spring Rd Traffic Signal
Southbound Left Turn Modification

Dear PTM:

We are pleased to quote the following:

B/I #	Description	Unit Measure	Unit Cost	Extension
6	Vehicle Signals		1671.00	1671.00
6	RSNS w/ Brackets	Qty 4 - Each	750.00	3000.00
			Total:	4671.00

Plus Tax

Sincerely,
Jane Lee

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
CT&T Concrete Paving Inc. 324 S. Diamond Bar Blvd. PMB 275, Diamond Bar, CA 91765 License No: 875627 Exp: 4.30.16 Class C12, C8 Tel: 909.396.8453 Fax: 909.396.0522 Dir: 1000025154 *City State ZIP*		☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	plan of concrete	☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.) 1 year +
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #:* Age of Firm (Yrs.)
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #:* Age of Firm (Yrs.)
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		☐ YES ☐ NO *If YES list DBE #:* Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)
PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name C&A tracking *Address* 2950 Rubidoux blvd *City State ZIP* Riverside CA 92509	*Phone* 951.682.1494 *Fax* 951.682.1491	☑ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	ptn of striping	☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.) 1 year +
Name Superior Pavement Markings 14656 Industry Circle, La Mirada, Ca 90638 License No: 776306 Exp: 8.31.15 Tel: 714.562.9100 Fax: 714.995.9400 Dir: 1000001476 *City State ZIP*		☑ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	ptn of striping	☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.) 1 year +
PCI P.O. box 16118, Long Beach, CA 90806 License No: 823802 Exp: 9.30.15 class C32, D42 Tel: 562.218.0504 Fax: 562.218.0634 Dir: 1000005687 *City State ZIP*		☑ < $1 million ☑ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	ptn of striping	☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.) 1 year +
Orange County Striping Service 183 N. Pixley St, Orange, CA 92868 License No: 346095 Exp: 3.31.17 Class: C31, C32 Tel: 714.639.4550 Fax: 714.639.6353 Dir: 1000005547 *City State ZIP*		☑ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	ptn of striping	☐ YES ☑ NO *If YES list DBE #:* Age of Firm (Yrs.) 1 year +

Distribution: 1) Original – Local Agency File

BET Labs
23905 Clinton Keith Road ph. 951 777 6615
Murrieta CA 92595 fx 951 696 3749

☑ < $1 million ptn. of concrete NO DBE 1 year +

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

SECTION M
DBE INFORMATION —GOOD FAITH EFFORTS

Federal-aid Project No. HSIPL-5484(003) Bid Opening Date 8.24.15

The *City of Wildomar* established a Disadvantaged Business Enterprise (DBE) goal of 7.4% for this project. The information provided herein shows that a good faith effort was made.

PLEASE NOTE: This information must be submitted with your bid. Failure to submit the required DBE Good Faith Efforts will be grounds for finding the bid nonresponsive

All bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
Goals Met	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
	Goals Met	

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

Goals Met

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Goals Met

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Goals Met

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

Goals Met

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

Goals Met

_____

_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Goals Met

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

City of Wildomar

ADDENDUM No. 1
For

CLINTON KEITH ROAD / HIDDEN SPRINGS ROAD

TRAFFIC SIGNAL SOUTHBOUND LEFT TURN MODIFICATION

CIP 0017

Approved By: _____ DATE: 8-18-15
Deputy City Engineer

Acknowledged By: Elizabeth H. Mendoza de McRae
President/CFO
_____ DATE: 8.24.15
Proposer's Signature

ADDENDUM NO. 1 MUST BE SIGNED AND RETURNED WITH PROPOSAL

ADDENDUM NO 1

CLINTON KEITH ROAD / HIDDEN SPRINGS ROAD

TRAFFIC SIGNAL SOUTHBOUND LEFT TURN MODIFICATION

The following amendments shall be made to the Clinton Keith Road / Hidden Springs Road Traffic signal southbound left turn modification

1. The Federal Wage Rates have been updated as of August 14, 2015. Attached is the updated decision from the DOL website.

ATTACHMENT C

SHORT-FORM CONSTRUCTION CONTRACT
BETWEEN
THE CITY OF WILDOMAR
AND
PTM General Engineering Services Inc.

This Agreement for Construction Services ("Agreement"), is made and entered into this 23rd day of September, 2015, by and between the City of Wildomar, a California municipal corporation organized under the laws of the State of California with its principal place of business at 23873 Clinton Keith Road, Suite 201, Wildomar, California ("City") and PTM General Engineering Services Inc., a California (partnership, limited partnership, corporation, etc.) ("Contractor").

SECTION 1. RECITALS

A. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

B. Contractor is a professional contractor, experienced in providing **traffic signal modification** services and is familiar with the plans of the City.

C. City desires to engage Contractor to **modify the traffic signal and construct public improvements at the intersection of Clinton Keith Road and Hidden Springs Road** as set forth herein.

D. Contractor has obtained, and delivers concurrently herewith, **PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS** as required by the Contract.

SECTION 2. INCORPORATION OF DOCUMENTS

This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid Documents and Plans for the Hidden Springs Traffic Signal Modification Project.**

SECTION 3. SCOPE OF WORK

A. Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the **Clinton Keith Road / Hidden Springs Road Traffic Signal Modification** Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter the "Work" or "Project"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

B. Change in Scope of Work Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

SECTION 4. PERIOD OF PERFORMANCE AND LIQUIDATED DAMAGES

Contractor shall perform and complete all Work under this Contract within **40 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two hundred fifty Dollars ($250) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

SECTION 5. STANDARD OF PERFORMANCE

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

SECTION 6. CONTROL AND PAYMENT OF SUBORDINATES; CONTRACTUAL RELATIONSHIP

City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

SECTION 7. CITY'S BASIC OBLIGATION

City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

SECTION 8. COMPENSATION AND PAYMENT

A. Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Thirty five thousand nine hundred thirty five** Dollars and **no** Cents (**$35,935.00**) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

B. Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

SECTION 9. CONTRACT RETENTIONS

From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

SECTION 10. OTHER RETENTIONS

In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied;

(4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis, proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

SECTION 11. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

SECTION 12. PAYMENT TO SUBCONTRACTORS

Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

SECTION 13. TITLE TO WORK

As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, and free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of

responsibility for any loss of or damage to items.

SECTION 14. DISPUTE RESOLUTION

Any separate demand by Contractor for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if applicable.

SECTION 15. TERMINATION

This Contract may be terminated by City at any time by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause.

In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

SECTION 16. COMPLETION OF WORK

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

SECTION 17. CITY'S REPRESENTATIVE

The City hereby designates the **Director of Public Works**, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

SECTION 18. CONTRACTOR'S REPRESENTATIVE

Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval

of the City ("Contractor's Representative"). Following approval by the City, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

SECTION 19. CONTRACT INTERPRETATION

Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

SECTION 20. LOSS AND DAMAGE

Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the City may terminate this Contract upon three (3) days advanced written notice.

SECTION 21. INDEMNIFICATION

A. Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be

restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers.

B. General Indemnification. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others are required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

SECTION 22. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City. Contractor shall provide the following types and amounts of insurance:

A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Contractor owns no 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 shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall 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 shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

(1) Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors, and subcontractors to do so likewise.

(2) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

(3) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

(4) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved in writing.

(5) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.

(6) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

(7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so

paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

(8) Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

(9) It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

(10) Contractor agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

(11) Contractor agrees not to self-insure or to use any self-insured retention's or deductibles on any portion of the insurance required herein except as disclosed to and approved by the City and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. City expressly approves maintenance by the Contractor of a $100,000 deductible on its current Professional Liability insurance policy.

(12) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

(13) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

(14) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

(15) Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for

any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

(16) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(17). The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

(18) Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

(19) These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

(20). The requirements in this Section supersede all other sections and provisions of this Agreement, except Exhibit "D" "Modifications to Contract Documents", to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

(21) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(22) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 23. BONDS

A. Performance Bond. If specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of

the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

B. Payment Bond. If required by law or otherwise specifically requested by City in the Bidding Documents, attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

C. Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

D. Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best’s rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 24. SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe

walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

SECTION 25. WARRANTY

Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) Days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

SECTION 26. LAWS AND REGULATIONS

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work,

including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Contractor shall be solely responsible for all costs arising there from. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

SECTION 27. PERMITS AND LICENSES

Contractor shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform the Work described herein.

SECTION 28. TRENCHING WORK

If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 29. HAZARDOUS MATERIALS AND DIFFERING CONDITIONS

As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

SECTION 30. UNDERGROUND UTILITY FACILTIES

To the extent required by Section 4215 of the Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

SECTION 31. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), the Davis-Bacon Act of 1931 and 23 USC 113, which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. The federal minimum wage rates are available directly from the Department of Labor Website at: http://www.wdol.gov/wdol/scafiles/davisbacon/ca.html, and they will be included in this Agreement as Exhibit "B." Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 32. APPRENTICEABLE CRAFTS

When Contractor employs workmen in an apprenticed craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticed occupations shall be with Contractor.

SECTION 33. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

SECTION 34. PAYROLL RECORDS

In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

SECTION 35. CONTRACTOR'S LABOR CERTIFICATION

By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

SECTION 36. LABOR AND MATERIAL RELEASES

Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by City.

SECTION 37. EQUAL OPPORTUNITY EMPLOYMENT

Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the state or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

SECTION 38. ANTI-TRUST CLAIMS

This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to the Contractor, without further acknowledgment by the parties.

SECTION 39. NOTICES

All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY	**CONTRACTOR**
City of Wildomar	PTM General Engineering Services Inc
23873 Clinton Keith Road, Ste. 201	5942 Acorn St.
Wildomar, CA 92595	Riverside, CA 92504
Attn: Matt Bennett	Attn: Elizabeth H. Mendoze de McRae

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail as stated above and addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SECTION 40. ENTIRE CONTRACT; MODIFICATION

This Agreement, including the attached Exhibits “A” through “E” is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreement or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of the agreement. No prior statements, representations or other agreements, whether oral or written, made by any parties which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Contract.

SECTION 42. ASSIGNMENT FORBIDDEN

Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

SECTION 43. GOVERNING LAW

This Contract shall be governed by the laws of the State of California.

SECTION 44. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall constitute an original.

SECTION 45. SUCCESSORS

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

SECTION 46. ATTORNEYS' FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

SECTION 47. CLAIMS OF $375,000 OR LESS

Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code 20104, et seq.

SECTION 48. PROHIBITED INTERESTS

1. A. Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

B. Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising there from.

SECTION 49. CERTIFICATION OF LICENSE

Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed on

the day and year first above written.

CITY OF WILDOMAR

By: _____
Signature

_____
Gary Nordquiest

_____
City Manager

Attest:

_____
City Clerk

PTM GENERAL ENGINEERING SERVICES INC.

By: _____
Signature

_____
Elizabeth H. Mendoza de McRae

_____
President

Attest:

_____
Secretary

_____
Classification of Contractor's License

_____
Contractor's License Number

EXHIBIT "A" PLANS AND SPECIFICATIONS

The following plans and specifications are incorporated into this Contract herein by this reference:

The work for which this proposal is submitted is for construction in conformance with the project plans described below, including any addenda thereto, the contract annexed hereto, these Technical Specifications and Federal Provisions, the Riverside County Road Improvement Standards and Specifications, dated December 20, 2007 (herein referred to as the Standard Construction Specifications), California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 (herein referred to as the State Standard Specifications), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Plans for the work are as follows:

Clinton Keith Road / Hidden Springs Road Traffic Signal Modification Project

Sheet 1:	Street Improvements
Sheet 2:	Traffic Signal Modification
Sheet 3:	Traffic Signal Schedules

EXHIBIT "B" SPECIAL CONDITIONS

Standard Erosion and Sediment Control Plan Notes:

1. Dust control shall conform to Section 10, "Dust Control", Section 7-1.01F, "Air Pollution Control", Section 17, "Watering", and Section 18 "Dust Palliative" of the State Standard Specifications, Rules no. 401, 402, 403 and 403.1 of the South Coast Air Quality Management District (AQMD), Riverside County Code, Chapter 8.52, "Fugitive Dust Reduction Program For Coachella Valley", all other applicable Federal and State laws, and the requirements set forth herein.
2. The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the City of Wildomar, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the City of Wildomar by the AQMD or other regulatory agencies. The Contractor's attention is directed to Section 7-1.01, "Laws to be Observed" of the State Standard Specifications. The cost of all fines levied against the City of Wildomar will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.
3. Dust control of all of the contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to person living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.
4. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.
5. Attention is directed to AQMD Rule 403.1, which applies to all contracts within the City of Wildomar. That AQMD Rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.
6. Any days on which the Contractor is prevented from working, due to the requirements of AQMD Rules, will be considered as non-working days, in accordance with Section 8-1.06, "Time of Completion" of the State Standard Specifications.
7. The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.
8. A site specific fugitive dust control plan shall be submitted to the City Engineer for review and approval at least 10 days prior to the start of construction.

9. The fugitive dust control plan shall include the "Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including by not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the City Engineer.
10. If the Project Inspector determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractors responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.
11. A completion notice will not be filled, and the final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitable stabilized for long term control of fugitive dust.
12. The successful Contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the City Engineer. Attendance at AQMD training seminars can be scheduled the AQMD at 1-866-861-DUST or by email to dustcontrol@agmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related to devices, material and chemicals.
13. This signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control enforceability of those requirements.
14. Full compensation for conformance with these dust abatement requirements, including lab equipment and materials, developing water supply and incidentals, shall be considered as included in items of work, and no additional compensation will be allowed therefore.

Federal Provisions:

1. This Contract is funded with Federal funds and Federal contract provisions apply. Contractor shall comply with Part IV - Federal Provisions of these specifications.
2. This Project is not on the National Highway System (NHS). FHWA Form 1273, Section VI regarding Subletting or Assigning the Contract does not apply.
3. The signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the Federal Contract Provisions.
4. Full compensation for conformance with the Federal Contract Provisions shall be considered as included in items of work, and no additional compensation will be allowed therefore.

EXHIBIT "C" CERTIFICATION LABOR CODE-SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

PTM GENERAL ENGINEERING SERVICES INC.

By:
Elizabeth H. Mendoza de McRae
President

EXHIBIT “D” CONTRACT MODIFICATIONS

None

EXHIBIT “E” FEDERAL WAGE RATES

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", entered into a Contract dated _____, 20__, with _____ hereinafter designated as the "Contractor" for the work described as follows:

_____ Project

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____ (corporate surety), 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 the City in the penal sum of _____ dollars ($_____), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § § § 995.310, 995.311, 995.320)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, 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).

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE CITY OF WILDOMAR, hereinafter designated as the "City", has awarded to _____, hereinafter designated as the "Contractor" a Contract for the work described as follows:

_____ Project

WHEREAS, the Contractor is required by the Contract and by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division Third, Part 4, Title 15, Chapter 7 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay all court costs, expenses and reasonable attorney's fee to the prevailing party to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____	_____
Name of Surety	Contractor
	By:_____
	Title: _____
_____	
Mailing Address of Surety	and
_____	By:_____
Telephone No. of Surety	Title: _____
By:	_____
Attorney in Fact	

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence of the signatory's appointment as attorney in fact and authority to bind the Surety.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer." (See Cal. Code Civ. Proc. § 995.311)

APPROVAL: Bonds must be approved by the City. In order to verify the status of the Surety as an admitted surety, 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).

PART I. FEDERAL PROVISIONS

SECTION A - DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form with your Bid proposal.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form as specified, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal (CT Stnd Spec 2-1.12B(3))

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down

into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier

- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

A-1. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

A-2. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

A-3. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible bidder.

A-4. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

A-5. DIFFERING SITE CONDITIONS

a. Contractor's Notification

Promptly notify the Agency’s Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
   - Contract documents
   - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work

2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

A-6. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

A-7. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

A-8. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

A-9. Form FHWA-1273 Required Contract Provisions Federal-Aid Contracts (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

SECTION B – FEDERAL CONTRACT PROVISIONS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient

referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and

wage rate and fringe benefits therefore only when the following criteria have been met:
(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at
http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.
(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform

their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:
The nationwide goal for female utilization is 6.9 percent.
The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	 19.1

	CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

FEDERAL TRAINEE PROGRAM

This Project has less than 100 working days. A Federal Trainee goal and special provisions are not required.

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

D-1. FEDERAL MINIMUM WAGE RATES (To be physically included in the Final Contract)

See the Caltrans Home Page on the internet for the current rates at http://www.wdol.gov/dba.aspx or contact your District Local Assistance Engineer for a hard copy.

State: California
Construction Types: Building, Heavy and Highway

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT $

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.
The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's
Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

PART II. TECHNICAL SPECIFICATIONS

1. CONSTRUCTION STAKING AND 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.

The requirements in Section 5-1.07, “Lines and Grades,” of the State Standard Specifications, which require the establishment of lines and grades by the City Engineer shall not apply to this contract.

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.

Measurement and Payment
Payment for construction staking and surveys shall be considered as included in the Contract prices paid for the various items of work and no additional payment will be made therefore.

2. 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.

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.

Measurement and Payment
The contract Lump Sum price paid for Stormwater Pollution Prevention Plan shall include full compensation for ceasing operations, mobilization, performing all work items as contained in the SWPPP and conforming to the requirements of this section and no additional compensation will be allowed therefore.

3. CONTROL OF MATERIALS

The Contractor shall comply with the requirements as set forth in Section 3, "Materials" of the Standard Construction Specifications and these Technical Specifications.

Certificates of Compliance shall conform to Section 6-1.07, "Certificates of Compliance," of the State Standard Specifications and shall be furnished for all manufactured products unless otherwise waived by the City Engineer.

All materials required to complete the work under this contract shall be produced or furnished, delivered, and installed by the Contractor unless otherwise specified in these specifications. The Contractor shall be responsible for controlling the quality of materials entering the work and of the work performed.

Inspection and testing shall be in accordance with Section 2, "Inspection and Testing" of the Standard Construction Specifications except that Quality Control testing shall be provided by the Contractor at his or her expense. The City shall be responsible for all additional Quality Assurance testing and expenses, as deemed necessary by the City Engineer. All material testing shall be at a lab approved by the City Engineer.

The Contractor is responsible for the costs and making all the arrangements to stockpile and store materials and/or equipment as work is performed. The City Engineer shall approve the duration and location of all temporary stockpiles and storage location for the Contractor's material and/or equipment within the right of way. The Contractor shall immediately comply with the City Engineer's instructions regarding any stockpile or storage locations to the satisfaction of the City Engineer.

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

4. PROGRESS SCHEDULE

Contractor will provide the City Engineer with formal, written "Two Week Look Ahead Schedules" each Friday throughout the duration of the contract.

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

If Contractor fails to maintain and submit current Two Week Look Ahead Schedules and Monthly Progress Schedules as specified above, monthly progress payments for work completed will be withheld until such time that schedules are submitted as required.

Measurement and Payment
Full compensation for Progress Schedules, 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.

5. INCLEMENT WEATHER PROTECTION

The Contractor's attention is directed to Section 8-1.05 “Temporary Suspension of Work” of the State Standard Specifications.

Contractor is directed to the Water Pollution Control Program (WPCP) section found elsewhere in these specifications.

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 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 shall be protected as specified in the Contractor's WPCP. Upon resumption of work, the excess compacted aggregate base shall be removed with the remaining aggregate base recompacted and tested prior to curb and gutter installation.

Measurement and Payment
Full compensation for ceasing operations (demobilization), providing and maintaining drainage inlet protection, performing various items within the Contractor's Water Pollution Control Program or as specified herein, and resuming operations (mobilization) after inclement weather shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be made therefore.

6. AESTHETIC CLEAN-UP

The Contractor is responsible for the timely removal of asphalt, concrete, dirt, and oil on gutters, sidewalks, driveways, roadways within and adjacent to the project limits, and haul route roadways that was tracked, sprayed, or deposited by his equipment or personnel under his control.

Upon completion of all construction operations, all roadways within the project limits shall be cleaned by sweeping, flushing, power brooms, power blowers, or other means approved by the City Engineer, to remove all dirt and foreign material. Haul routes shall be cleaned of materials tracked or deposited by the Contractor's equipment or personnel. All sanitary sewer and drainage facilities and their appurtenant structures constructed or modified under the contract shall be

cleaned out. All materials and equipment in stockpile and storage locations shall be removed and the areas cleaned to the satisfaction of the City Engineer.

Measurement and Payment
Full compensation for Aesthetic Clean-Up, 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.

7. UNIT PRICE CONTRACT

The provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard 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.

8. MOBILIZATION

Mobilization shall conform to the provisions in Section 11, “Mobilization,” of the State Standard Specifications and as provided herein.

Mobilization shall include, but shall not be limited to, satisfactory completion of the following tasks:

1. Signing of the Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing a Notice to Proceed.
3. Issuance of Notice to Proceed.
4. Pre-Construction Conference.
5. Documentation of Existing Conditions at the site, in accordance with Section provided herein.

Mobilization shall not exceed 5% of the total bid.

Measurement and Payment
The contract Lump Sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work described under Mobilization, as specified in the State Standard Specifications, these specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

9. PUBLIC NOTIFICATION

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, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. 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

Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least fourteen (14) 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 for residents. The Contractor shall provide the City Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

If paving operations, roadway improvements, or traffic signal work has 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 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.

Measurement and Payment
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.

10. CONSTRUCTION AREA TRAFFIC CONTROL

The Contractor's attention is directed to Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these Technical Specifications.

The Contractor shall submit a Traffic Control Plan (TCP) for review and approval by the City Engineer. The TCP shall be submitted 10 calendars prior to beginning any construction work. **No work may take place prior to the review and approval of the Contractor's TCP by the City.**

The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract. The Contractor shall be

responsible for the safety of vehicular and pedestrian traffic within the project limits and on the adjacent approaches to the project.

The paving shall be staged such that no traffic is allowed on the new asphalt concrete overlay for a minimum of one (1) hour after the finish roller compaction. Traffic shall be detoured around the construction site by flaggers.

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work. The Contractor is not obligated to maintain the traffic control system beyond their scheduled activities.

Measurement and Payment
The contract Lump Sum price paid for Construction Area Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, public notification, and for doing all work involved in placing, removing, storing, maintaining, moving to new locations, replacing, public notification, and disposing of the components of the traffic control system.

11. EXISTING FACILITIES

The Contractor's attention is directed to Section 5, “Obstructions” of the Standard Construction Specifications, and Section 15, "Existing Highway Facilities," of the State Standard Specifications. It shall be the responsibility of the Contractor to protect existing curb, gutter, culverts, signs, traffic signal detectors, and other roadway appurtenances not scheduled for removal under this contract while sawcutting and rotomilling the existing road surface, placing the overlay, or performing other work under the Contract. Facilities damaged due to the Contractor's operations shall be repaired or replaced as directed by the City Engineer by the Contractor at his sole expense.

In the event that a sign is knocked down or a signal or lighting facility is damaged, the Contractor shall immediately call the Department of Public Works at 951-677-7751 and the facilities shall be repaired or replaced, by the Contractor at his sole expense, so as to be fully operational within twenty-four (24) hours.

All manhole and other utility covers located in the work area shall be carefully referenced out by the Contractor and the locations of the covers painted on the surface immediately after paving.

The Contractor shall be responsible for limiting the "tracking" of material off of the project site. The Contractor shall sweep the street and/or sidewalk to remove the material. The Contractor shall submit to the City Engineer the proposed haul route to each job site two (2) working days prior to starting work.

Where excavations are performed in the vicinity of underground utility services, the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact location. Extreme care shall be exercised by the Contractor to avoid damage to utility services and to coordinate the work with utility agencies. It shall be the Contractor’s responsibility to have repairs made to existing facilities in the event of damage. The costs of all such repairs are the Contractor’s responsibility.

The Contractor shall notify Underground Service Alert at (800) 227-2600 forty-eight (48) hours prior to the start of any work.

This project includes work on streets with mature trees adjacent to the roadway. In some locations, the tree canopy may extend over the roadway. 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.

Measurement and Payment
Full compensation for Existing Facilities, 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.

12. CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the State Standard Specifications Section 7, "Clearing and Grubbing," of the Standard Construction Specifications and these special provisions. Vegetation shall be cleared and grubbed only within the project limits shown on the plans.

All excess materials and debris resulting from clearing and grubbing or excavation shall be removed and disposed outside of the Right of Way.

All removals not measured and paid for separately in these specifications, shall be paid for under clearing and grubbing.

Measurement and Payment
The contract Lump Sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved, including tree and landscape removal, as specified in the Standard Construction Specifications, these specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

13. SURPLUS MATERIAL DISPOSAL

Disposal of surplus material shall conform to the provisions in Section 22, "Finishing Roadway," of the State Standard Specifications and these Technical Specifications. All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed from the Right of Way.

The Contractor shall comply with all City ordinances when disposing of surplus material within the City.

Measurement and Payment
Full compensation for Surplus Material Disposal, 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.

14. ROADWAY EXCAVATION

Roadway Excavation shall conform to the provisions in Section 8, "Earthwork," of the Standard Construction Specifications and these special provisions. This item includes the minor grading as shown on the plans.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

Materials
All fill shall be approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from significant quantities of oversized rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use. Clods, rocks or hard lumps exceeding four inches (4”) in final size shall not be allowed in the upper two feet (2’) of any fill supporting buildings or pavements.

If required, imported fill materials shall be compactable soils approved by the City of Wildomar; they shall meet the above requirements; shall have plasticity indices not exceeding fifteen (15); an expansion index not exceeding twenty (20); and shall be of three-inch (3”) maximum particle size.

Seasonal Limits
Fill materials shall not be placed, spread or rolled during unfavorable weather conditions. When heavy rains interrupt the work, fill operations shall not be resumed until field tests indicate that the moisture content and density of the fill are satisfactory.

Landscaped Areas
In these areas any excavated material from the site may be used for embankment and shall be compacted to 85% relative compaction.

The City Engineer may direct the Contractor to perform additional roadway excavation for areas in which unsuitable material is encountered. The depth and limits of the additional excavation shall be determined by the City Engineer and any excavation beyond the limits determined by the City Engineer shall be at the Contractor's expense. The unsuitable material resulting from the additional roadway excavation shall become the property of the Contractor and shall be removed from the Right of Way. Excavated areas shall be backfilled with the material specified by the City Engineer and shall be paid for at the bid price of the appropriate bid item and no additional compensation will be made therefore.

Measurement and Payment
Full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavation, subgrade preparation, rough and fine grading, compaction, and excess material disposal as specified in the Standard Construction specifications, these Technical Specifications, and as directed by the City Engineer will be paid for under the street improvement payment item and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Roadway Excavation required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

15. ADJUST UTILITY BOX TO GRADE

Contractor shall adjust utility boxes to grade, as shown on the plans, as specified in these Technical Provisions and as directed by the City Engineer.

All work shall be performed under the direction of the Owner of the utility box and be in accordance with their requirements and the Standard Construction Specifications.

Measurement and Payment
The contract unit price paid for Adjust Utility Box to Grade shall be included in street improvement payment item and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting the electrical boxes to grade, including providing new traffic lids, cutting, trenching, laying, blocking, making connections, disinfecting, testing, backfilling, as shown or specified in the Contract, in these Specifications, and as directed by the Agency and no additional compensation will be allowed therefore.

16. INSTALL TRAFFIC SIGNS

The Contractor shall install signs and posts at the locations shown on the plans or as designated by the City Engineer or Agency.

Measurement and Payment
The contract unit price paid for Install Traffic Signs shall be paid under the signing, striping and pavement markings lump sum price and include full include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work associated with traffic sign installation as shown on the plans, as specified in the Standard Construction Specifications and these Technical Specifications, and as directed by the City Engineer.

17. REMOVE EXISTING ASPHALT CURB

Removal of Asphalt Curb shall conform to Section 15-2.02B, "Remove Pavement," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of Asphalt Curb to be removed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

Measurement and Payment
The contract unit price paid per Linear Foot of Remove Asphalt Curb shall be paid under the street improvement lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to excavation, removal and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

18. AGGREGATE BASE, CLASS 2

Aggregate base shall be Class 2 and shall conform to Section 10.03, "Aggregate Base Class 2," of the Standard Construction Specifications, Section 26, "Aggregate Bases," of the State Standard Specifications, and these Technical Specifications.

Do not store reclaimed asphalt concrete or aggregate base with reclaimed asphalt concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform and firm base free of pockets of coarse or fine material when properly compacted.

Aggregate Base, Class 2 shall be placed, where shown on the plans and conforming to Detail shown on the plans, under new curb, gutter, sidewalk, driveway, and sidewalk ramps, as specified in these specifications, and as directed by the City Engineer.

Measurement and Payment
The contract unit price paid per Ton of Aggregate Base, Class 2 shall be paid under the street improvement lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

19. ASPHALTIC EMULSION BINDER (TACK COAT)

An asphalt emulsion binder (tack coat) shall be furnished and applied in accordance with the provisions in Section 12, “Road-Mixed Asphalt Surfacing” of the Standard Construction Specifications, Section 94, "Asphaltic Emulsions," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the City Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt. When paving asphalt is used for paint binder, the grade will be determined by the City Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint

When asphalt concrete is placed in contact with existing asphalt concrete, the surface shall be completely dry of water, clean of dirt and debris, and a tack coat of asphaltic emulsion shall be applied to insure proper bond. Asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints against which additional asphalt concrete material is to be placed, to pavement to be surfaced, and to other surfaces designated in the Specifications, or as directed by the City Engineer.

The overlay shall not be placed until the tack coat has cured to the point where it is tacky to the touch and as directed by the City Engineer. Asphalt emulsion binder (tack coat) shall be applied only so far in advance of placing the surfacing as permitted by the City Engineer. Immediately in advance of placing the overlay, additional asphalt emulsion binder (tack coat) shall be applied as directed by the City Engineer to areas where the asphalt emulsion binder (tack coat) has been damaged, and loose or extraneous material shall be removed, and no additional compensation will be allowed therefore. The area to which asphalt emulsion binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of the construction.

Asphaltic emulsion binder (tack coat) shall be applied in one application. Asphaltic emulsion shall be diluted by homogeneously mixing eighty (80) parts of emulsion and twenty (20) parts of water (80:20 mixtures), it shall be applied at a rate of 0.06 to 0.10 gallons per square yard as directed by the City Engineer.

Asphaltic emulsion shall be used as a "Prime Coat" for all aggregate base areas over which asphalt concrete materials are to be placed. The prime coat shall be spread at the rate of 0.25 gallons per square yard or as directed by the City Engineer. The prime coat shall be homogeneous diluted mixture being comprised of equal parts of water and asphaltic emulsion (1:1 mixture).

Measurement and Payment
Full compensation for Asphaltic Emulsion Binder (Tack Coat), 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.

20. ASPHALT CONCRETE, TYPE A

Asphalt concrete shall conform to Section 39, "Hot Mix Asphalt," of the Standard Construction Specifications and these specifications. Asphaltic emulsion shall be applied and shall conform to "Asphaltic Emulsions Binder (Tack Coat)" of these Technical Specifications.

The minimum compacted thickness of asphalt concrete shall be the thickness described in these specifications. The minimum and maximum tolerance for asphalt concrete thickness shall be

0.01 ft. The tolerance for asphalt concrete placed adjacent to concrete curb and gutter shall be a minimum of flush to the lip of gutter to a maximum of 0.01 ft higher than the lip of gutter.

Asphalt Concrete for Paving and Base Repair
Type "A" asphalt concrete shall be used. The paving asphalt shall be viscosity grade AR-8000 as specified in Section 92, "Asphalts," of the State Standard Specifications. The amount of asphalt binder will be determined by the Contractor in accordance with CAL 367. Tolerance upper and lower limit will be determined to meet stability air voids and potential flushing requirements.

At the Contractor's request, PG asphalt can be substituted for AR asphalt. There will be no cost adjustment for substituting PG asphalt for AR asphalt.

The aggregate gradation shall be three-fourth inch (3/4") maximum, medium gradation.

Asphalt Concrete Adjacent to Curb, Gutter, Sidewalk Ramp, and Sidewalk
Type "A" asphalt concrete shall be used. The aggregate gradation for asphalt concrete adjacent to curb, gutter, and sidewalk shall be 3/4" maximum, medium gradation. The paving asphalt shall be viscosity grade AR-8000.

At the Contractor's request, PG asphalt can be substituted for AR asphalt. There will be no cost adjustment for substituting PG asphalt for AR asphalt.

Measurement and Payment
The contract unit price paid for Asphalt Concrete, Type "A" shall be paid under the street improvement lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in the production, delivery, placement and testing of asphalt concrete as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be made therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Asphalt Concrete, Type "A" required, and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

There will be no cost adjustment for substituting PG asphalt for AR asphalt.

21. CONCRETE SIDEWALK

Concrete Sidewalk shall conform to the provisions in Section 16 "Concrete Curb and Gutters and Sidewalks" of the Standard Construction Specifications, Section 73, "Concrete Curbs and Sidewalks" of the State Standard Specifications, the geometry shown on the Plans and these Technical Specifications.

Measurement and Payment
The contract unit price paid per Square Foot of Concrete Sidewalk shall be paid under the street improvement lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the

Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer; and no additional compensation will be allowed therefore.

22. TYPE A-6 CONCRETE CURB AND GUTTER

Installation of Portland Cement Concrete (PCC) curb and gutter shall conform to Section 73-1.05, "Curb Construction", of the State Standard Specifications, Section 16, "Concrete Curb and Gutter and Sidewalk," of the Standard Construction Specifications, the Plans, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of curb to be installed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

PCC curb shall conform to the details shown on the plans. Expansion joints shall be constructed at twenty foot (20') intervals. Controls joints and scoring shall match adjacent existing curb and gutter or shall be as directed by the City Engineer.

New curb shall be sprayed uniformly with a clear curing compound. The material, method, and rate of application shall conform to Section 90-7.01B, "Curing Compound Method," of the State Standard Specifications except that only non-pigmented curing compound conforming to the requirements of ASTM Designation: C 309, Type 1, Class B, or of AASHTO Designation: M 148, Type 1-D, shall be used.

All new PCC improvements shall be doweled to existing PCC improvements as directed by the City Engineer using twelve inch (12") long No. 3 rebar. Generally, dowels shall be placed three feet (3') on center longitudinally when adjacent to existing PCC improvements with a minimum of two (2) equally spaced dowels. Two (2) equally spaced dowels shall also be placed at each conform to existing PCC curb and at each full width expansion joint. Dowels shall be drilled for tight fit and epoxied in place.

Measurement and Payment

The contract unit price paid per Linear Foot of Type A-6 Concrete Curb and Gutter shall be paid under the street improvement lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work including but not limited to subgrade preparation, supplying and placement of aggregate base, imported borrow, dowels, reinforcement, saw cutting, and root cutting, as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

No adjustment in the contract unit bid price will be made for any increase or decrease in the quantity of Type A-6 Concrete Curb and Gutter; and the provisions of Section 4-1.03B, "Increased or Decreased Quantities," of the State Standard Specifications shall not apply.

23. CURB RAMP CASE A

Curb Ramp Case A shall conform to the provisions in Section 16 "Concrete Curb and Gutters and Sidewalks" of the Standard Construction Specifications, Section 73, “Concrete Curbs and Sidewalks” of the State Standard Specifications, the geometry shown on the Plans and these Technical Specifications.

All Curb Ramps shall include a cast in place prefabricated detectable warning surface as specified in Standard Drawing 403. This item includes work needed to supply and install detectable warning surfaces. Curb Ramps shall include those areas that are to be flush with the adjacent Asphalt Concrete as denoted on the plans.

Measurement and Payment

The contract unit price paid per Each of Curb Ramp Case A shall be paid under the street improvement lump sum price and include full compensation for Curb Ramp Case A including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer

24. THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic Traffic Stripes shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

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 traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m^{-2} lx^{-1}. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m^{-2} lx^{-1}.

Where striping joins existing striping, as shown on the plans, 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.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

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

Measurement and Payment

The contract price paid for Thermoplastic Traffic Stripe shall be paid under the signing, striping, and signage lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying thermoplastic traffic stripe (regardless of the widths, and patterns of individual stripes involved in each traffic stripe), complete in place, including establishing alignment for stripes, and layout work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the City Engineer.

25. SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT AND BASE

Removal of Asphalt Pavement and Base shall conform to Section 15-2.02B, "Remove Pavement," of the State Standard Specifications, these Technical Specifications, and as directed by the City Engineer.

The exact quantity of Asphalt Pavement and Base to be removed at each location shall be determined by the City Engineer. The City Engineer may remove locations or specify additional locations within, adjacent, or near the project limits. Additional locations shall be paid for at the bid price of the appropriate bid items and no additional compensation will be allowed therefore.

Measurement and Payment
The contract unit price paid per Square Yard of Remove Asphalt Pavement and Base shall be paid under the street improvement lump sum price and include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including but not limited to excavation, removal and disposal of excess materials as shown on the plans, as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer and no additional compensation will be allowed therefore.

26. SIGNALIZATION AND HIGHWAY LIGHTING

26.1 General: Signalization and Highway Lighting shall conform to the provisions of this section and shall be furnished, funded and installed by the contractor or his agent. The Contractor shall also be responsible to arrange for and fund all utility relocations required for the installation of the improvements.

Furnishing and installing traffic signal and highway lighting systems shall conform to the provisions in Section 86, "Signals and Lighting", of the State of California Department of Transportation Standard Specifications, the standards and specifications of County of Riverside Ordinance 461 and the requirements of this section.

These Specifications may be modified by Special Provisions that are prepared for a particular construction project, provided that those Special Provisions have been reviewed and approved by the City of Wildomar Public Works Director for construction. The project-specific Special Provisions shall include all specific requirements of the project, including any requirements of other public agencies, which have an owning interest in the planned improvements.

26.2 Equipment Orders: All equipment shall be new.

26.3 Standards, Steel Pedestals and Posts: Standards, steel pedestals, and posts shall conform to the provisions in Section 86 2.04, "Standards, Steel Pedestals, and Posts", of the Standard Specifications and these Specifications.

Mast arms shall be installed in accordance with the "Signal Arm Connection Details" of the Standard Plans, unless specifically directed otherwise on the construction plans. Reference is made to the mast arm requirements of Section 23.25 “Internally Illuminated Street Name Signs” and City Standard 1200 “Traffic Signal Pole IISNS Straight Arm Mounting Detail”.

26.4 Conduits: Conduit shall conform to the provisions in Section 86-2.05, "Conduit", of the Standard Specifications and these Specifications. All conduits shall be hot dip galvanized rigid steel conduit conforming to requirements in UL Publication UL6. Minimum conduit size shall be 2" (53mm) unless otherwise specified.

Insulated bonding bushings will be required on all conduit. After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound. When a standard coupling cannot be used for coupling metal type conduit, the Contractor may request permission, prior to installation, on a case by case basis, to use a U.L. or E.T.L. listed threaded union coupling.

Conduit depth shall not exceed 60 inches (1.55m) below finish grade. At locations where conduit can not be installed by jacking or drilling as provided in Section 86-2.05C, "Installation", of the Standard Specifications, the Contractor may request permission, on a case by case basis, to install conduit by trenching. Jacking/Drilling shall be attempted a minimum of three times prior to requesting trenching installation.

26.5 Pull Boxes: Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes", of the Standard Specifications and these Specifications.

Pull boxes shall be installed at the locations shown on the plans and shall be spaced at no more than 500 foot (152 m) intervals. No mid-run pull boxes shall be installed. Pull boxes shall be placed with their tops flush with surrounding finished grade, except as required by the Engineer. Pull boxes installed in unimproved areas shall be marked with Type L markers and be traffic bearing. All traffic bearing pull boxes shall be constructed with galvanized 2-bar welded frame. Unimproved areas are defined as locations not protected by concrete curb and gutter. All pull boxes shall be located behind the curb or at the locations shown on the plans. Pull box covers shall not be labeled "Caltrans", "Traffic Signal" should be on pull box lid. Pull box lids shall be Fibrelyte or approved equal.

26.6 Reflective Street Name Signs (R.S.N.S.): Reflective street name signs as shown on the plans, shall meet City of Wildomar Standard Detail 816A.

26.7 Conductors and Wiring: Conductors and wiring shall conform to the provisions in Section 86-2.08, "Conductors", and Section 86-2.09, "Wiring", of the Standard Specifications and these Specifications. Subparagraph 5 of the first paragraph of Section 86-2.09D, "Splicing and Terminations", of the Standard Specifications is deleted. Traffic signal conductors, multiple circuit conductors, signal cable and inter-connect cable shall not be spliced unless otherwise shown on the plans.

Nylon Jacketed Conductors shall not be used. Conductors with "Type THHN" insulation shall not be permitted. Conductors and wiring shall be installed in such a manner as minimize the need for splices. Conductors shall be spliced by the use of Type C or Type T splice as shown in the Standard Plans (ES-13A). Splices shall be insulated by "Method B". Minimum luminaire wiring shall be 10 gauge, including wiring within poles and mast arms. The color code for the luminaire common shall be white with a purple stripe.

Multiple circuit conductors shall conform to the provisions in Section 86-2.08B, "Multiple Circuit Conductors", of the Standard Specifications. Signal Cable conductors shall conform to the provisions in Section 86-2.08D “Signal Cable”, of the Standard Specifications. Signal cable shall be installed continuously without splicing from the controller cabinet to each traffic signal pole. Emergency vehicle pre-emption cable shall be 3M model 138 or approved alternative.

26.8 Testing: Testing shall conform to the provisions of Section 86-2.14, “Testing” of the Standard Specifications and these Specifications.

26.9 Bonding and Grounding: Bonding and grounding shall conform to the provisions in Section 86-2.10, "Bonding and Grounding", of the Standard Specifications and these Specifications.

Equipment grounding jumpers shall be installed for all conduits. Grounding jumper shall be attached by a 3/16 inch (4.5 mm) or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. Grounding jumper shall be visible after cap has been poured on foundation.

26.10 Signal Faces and Signal Heads: Signal faces and signal heads and auxiliary equipment as shown on the plans, and the installation thereof shall conform to the provisions in Section 86-4.01 "Vehicle Signal Faces", Section 86-4.04, “"Backplates", and Section 86-4.08 "Signal Mounting Assemblies", of the Standard Specifications and these Special Provisions.

Red, yellow and Green signal and beacon indications shall be LED modules in accordance with the Standard Specifications and these Special provisions. All LED modules shall be furnished by the Contractor. Red LED Ball and Red Arrow shall be 12 inches (300 mm) and shall conform to the provisions in Sections 86-4.02, 86-4.02A, B, C and D, “Light Emitting Diode Signal Module”.

Yellow and Green LED Ball or Arrow indications shall be 12 inch (300 mm) “Type 1" modules and shall conform to the provisions in the County of Riverside Transportation Department specification entitled “Specifications - Light Emitting Diode (LED) Signal Modules (Yellow or Green)”. See the County of Riverside publication entitled “Currently Qualified LED Modules by Vendor” for accepted vendor. The contractor shall furnish the engineer with the manufacturer’s standard written warranty pertaining to defects in materials and workmanship for the LED modules. All warranty documentation shall be given to the Engineer prior to random sample testing.

All lenses shall be clear and 12 inches (300 mm) in diameter. Arrow lenses shall be provided with integrated arrow masking. Visors shall be in accordance with Section 86-4.01D “Visors” and shall be the “full circle” type. Signal section housing, backplates and visors shall be metal type. Backplates shall be louvered. Top opening of signal heads shall be sealed with neoprene gaskets.

26.11 Traffic Signal Field Tests: Field Tests shall conform to the provisions in Section 86-2.14, "Testing", of the Standard Specifications.

26.12 Maintain Existing and Temporary Electrical Systems: Maintaining existing and temporary electrical systems shall conform to the provisions in Section 86-1.06 “Maintaining Existing and Temporary Electrical Systems” of the Standard Specifications.

The Contractor shall request prior authorization from the Engineer for each traffic signal system shutdown. Traffic signal system shutdowns shall be limited to periods between the hours of 9:00 A.M. and 3:00 P.M. Traffic signal system shutdown shall be coordinated through the Engineer, and shall be kept to a minimum, as determined by the Engineer. The Contractor shall place "Stop Ahead" and "Stop" signs to direct vehicle and pedestrian traffic through the intersection during traffic signal shutdown. Temporary "Stop Ahead" and "Stop" signs shall be either covered or removed when the system is turned on. "Stop Ahead" and "Stop" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs" of the Standard Specifications. Minimum size of "Stop" signs shall be 48 inches. One "Stop Ahead" sign and one "Stop" sign shall be placed for each direction of traffic. For two lanes approaches, two "Stop" signs shall be placed. Location of the signs shall be as directed by the Engineer. "Stop Ahead" signs shall be supplemented with portable flashing beacons, which shall meet the requirements the California Manual on Uniform Traffic Control Devices.

The Contractor may request authorization from the Engineer to use temporary overhead conductors for temporary traffic signal operation.

During periods of traffic signals or beacon shutdowns, existing flashing beacons shall be supplemented with portable flashing beacons, which shall meet the requirements of the California Manual on Uniform Traffic Control Devices.

Measurement and Payment: The contract unit lump sum price paid for traffic signal modification shall include full compensation includes furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the traffic signalization and lighting work involved as specified in the Standard Construction Specifications, these Technical Specifications, and as directed by the City Engineer

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General Decision Number: CA150036 08/14/2015 CA36

Superseded General Decision Number: CA20140036

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	01/23/2015
3	02/20/2015
4	03/27/2015
5	05/08/2015
6	06/19/2015
7	07/10/2015
8	07/17/2015
9	07/24/2015
10	07/31/2015
11	08/07/2015
12	08/14/2015

ASBE0005-002 06/30/2014

	Rates	Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
protective coverings,
coatings, and finishes to all
types of mechanical systems).....$ 35.44 19.36
Fire Stop Technician
(Application of Firestopping
Materials for wall openings
and penetrations in walls,
floors, ceilings and curtain
walls).....$ 24.34 16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	$ 16.95	10.23

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	$ 41.17	28.27

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* BRCA0004-011 05/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	$ 37.15	13.02

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER	$ 28.45	11.38
TILE FINISHER	$ 23.78	9.84
TILE LAYER	$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER	$ 26.59	10.34
TERRAZZO WORKER/SETTER	$ 33.63	11.13

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 37.35	11.08
(2) Millwright	$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler	$ 37.60	11.08
(5) Sawfiler	$ 37.44	11.08
(6) Scaffold Builder	$ 28.55	11.08
(7) Table Power Saw Operator	$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0409-002 07/01/2008

Rates Fringes

Diver
(1) Wet.....$ 663.68 9.82
(2) Standby.....$ 331.84 9.82
(3) Tender.....$ 323.84 9.82
(4) Assistant Tender.....$ 299.84 9.82

Amounts in "Rates' column are per day

CARP0409-005 07/01/2010

Rates Fringes

Drywall
DRYWALL INSTALLER/LATHER....$ 37.35 11.08
STOCKER/SCRAPPER.....$ 10.00 6.67

CARP0409-008 08/01/2010

Rates Fringes

Modular Furniture Installer.....$ 17.00 7.41

ELEC0440-001 12/01/2014

Rates Fringes

ELECTRICIAN
INSIDE ELECTRICIAN.....$ 36.09 22.07
INTELLIGENT TRANSPORTATION
SYSTEMS
Electrician.....$ 36.09 22.07
Technician.....$ 27.07 21.80

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.
Zone B:Any work performed in Zone (B) shall add $12.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south begininng at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash then South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

ELEC0440-004 05/26/2014

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 28.38	4%+11.45
Technician	$ 30.18	4%+11.45

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 42.21	14.32
(3) Groundman	$ 32.28	14.03

(4) Powderman.....$ 47.19 14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC	$ 49.90	28.38

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/06/2015

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 39.95	23.35
GROUP 2	$ 40.73	23.35
GROUP 3	$ 41.02	23.35
GROUP 4	$ 42.51	23.35
GROUP 5	$ 41.86	23.35
GROUP 6	$ 41.83	23.35
GROUP 8	$ 42.84	23.35
GROUP 9	$ 42.19	23.35
GROUP 10	$ 42.96	23.35
GROUP 11	$ 42.31	23.35
GROUP 12	$ 43.13	23.35
GROUP 13	$ 43.23	23.35
GROUP 14	$ 43.26	23.35
GROUP 15	$ 43.34	23.35
GROUP 16	$ 43.46	23.35
GROUP 17	$ 43.63	23.35
GROUP 18	$ 43.73	23.35
GROUP 19	$ 43.84	23.35
GROUP 20	$ 43.96	23.35
GROUP 21	$ 44.13	23.35

GROUP 22.....$ 44.23 23.35
GROUP 23.....$ 44.34 23.35
GROUP 24.....$ 44.46 23.35
GROUP 25.....$ 44.63 23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....$ 41.30 23.35
GROUP 2.....$ 42.08 23.35
GROUP 3.....$ 42.37 23.35
GROUP 4.....$ 42.51 23.35
GROUP 5.....$ 42.73 23.35
GROUP 6.....$ 42.84 23.35
GROUP 7.....$ 42.96 23.35
GROUP 8.....$ 43.13 23.35
GROUP 9.....$ 43.30 23.35
GROUP 10.....$ 44.30 23.35
GROUP 11.....$ 45.30 23.35
GROUP 12.....$ 46.30 23.35
GROUP 13.....$ 47.30 23.35

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....$ 41.80 23.35
GROUP 2.....$ 42.58 23.35
GROUP 3.....$ 42.87 23.35
GROUP 4.....$ 43.01 23.35
GROUP 5.....$ 43.23 23.35
GROUP 6.....$ 43.34 23.35
GROUP 7.....$ 43.46 23.35

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch

Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45'

maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck);

Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form

traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50

cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower

crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM.

Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 49.50	23.60
(2) Dredge dozer	$ 43.53	23.60
(3) Deckmate	$ 43.42	23.60
(4) Winch operator (stern winch on dredge)	$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 42.33	23.60
(6) Barge Mate	$ 42.94	23.60

IRON0377-002 07/01/2015

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 27.08	20.21
Ornamental, Reinforcing and Structural	$ 33.50	28.85

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer	$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 34.79	17.92
GROUP 2	$ 33.84	17.92
GROUP 3	$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or

shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 31.65	13.33
(2) Vehicle Operator/Hauler	$ 31.82	13.33
(3) Horizontal Directional Drill Operator	$ 33.67	13.33
(4) Electronic Tracking Locator	$ 35.67	13.33
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 32.56	16.28
GROUP 2	$ 33.86	16.28
GROUP 3	$ 35.87	16.28
GROUP 4	$ 37.61	16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender -

removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1184-002 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 35.74	16.48
GROUP 2	$ 36.06	16.48
GROUP 3	$ 36.52	16.48
GROUP 4	$ 37.21	16.48
LABORER		
GROUP 1	$ 30.19	16.48
GROUP 2	$ 30.74	16.48
GROUP 3	$ 31.29	16.48
GROUP 4	$ 32.84	16.48
GROUP 5	$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and

the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO1184-004 07/01/2014

	Rates	Fringes
Brick Tender	$ 29.12	15.78

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* LABO1414-001 08/05/2015

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 30.16	17.11
PLASTER TENDER	$ 32.71	17.11

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 27.29	12.83
(2) All Other Work	$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2014

Rates Fringes

DRYWALL FINISHER/TAPER.....$ 35.18 15.91

PAIN0036-015 06/01/2015

Rates Fringes

GLAZIER.....$ 40.70 20.92

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2015

Rates Fringes

SOFT FLOOR LAYER.....$ 29.85 13.56

PLAS0200-009 08/05/2015

Rates Fringes

PLASTERER.....$ 38.44 13.77

PLAS0500-002 07/01/2015

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 32.30 20.65

PLUM0016-001 07/01/2015

Rates Fringes

PLUMBER/PIPEFITTER
Plumber and Pipefitter
All other work except
work on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light

commercial, tenant
improvement and remodel
work.....$ 45.96 20.71
Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of
floor space.....$ 44.54 19.73
Work ONLY on strip malls,
light commercial, tenant
improvement and remodel
work.....$ 35.16 18.06

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 29.27	19.75
Sewer & Storm Drain Work....	$ 33.24	17.13

ROOF0036-002 08/01/2014

	Rates	Fringes
ROOFER.....	$ 35.02	13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive $1.75 per
hour "pitch premium" pay.

SFCA0669-002 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	$ 34.10	19.38

SHEE0105-003 07/01/2015

LOS ANGELES (South of a straight line drawn between Gorman and
Big Pines)and Catalina Island, INYO, KERN (Northeast part, East
of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work	$ 41.26	25.38
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort	$ 41.26	25.38

TEAM0011-002 07/01/2014

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.99	24.14
GROUP 2	$ 28.14	24.14
GROUP 3	$ 28.27	24.14
GROUP 4	$ 28.46	24.14
GROUP 5	$ 28.49	24.14
GROUP 6	$ 28.52	24.14
GROUP 7	$ 28.77	24.14
GROUP 8	$ 29.02	24.14
GROUP 9	$ 29.22	24.14
GROUP 10	$ 29.52	24.14
GROUP 11	$ 30.02	24.14
GROUP 12	$ 30.45	24.14

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.5
GENERAL BUSINESS
Meeting Date: September 23, 2015

TO: Mayor and City Council Members

FROM: Dan York, Assistant City Manager

SUBJECT: Grand Avenue Bike Lanes and Multi-purpose Trail Update

STAFF REPORT

RECOMMENDATION:
Staff recommends that the City Council receive and file the staff report.

DISCUSSION:
In 2013, the City began seeking funding to improve Grand Avenue with bike lanes and a multi-purpose trail from Clinton Keith Road to Corydon. The bike lane is estimated at $2 million; the multipurpose trail is estimated at $1.5 million; pavement rehabilitation and resurfacing is estimated at $0.7 million; and, Engineering, Construction Administration and Contingency at $1.2 million. Ideally, the city will secure $5.4 million in grant funds.

To date, the City has secured full funding for the bike lane portion of the work. In September 2013, the City received $1.4 million of CMAQ funding for bike lane improvements from City Hall along Clinton Keith to Grand Avenue and along Grand Avenue to Corydon. In June 2015, the City received $0.2 million of SB 821 funds for the bike lanes. In September 2015, the City received $0.5 million of MSRC funds for the bike lanes.

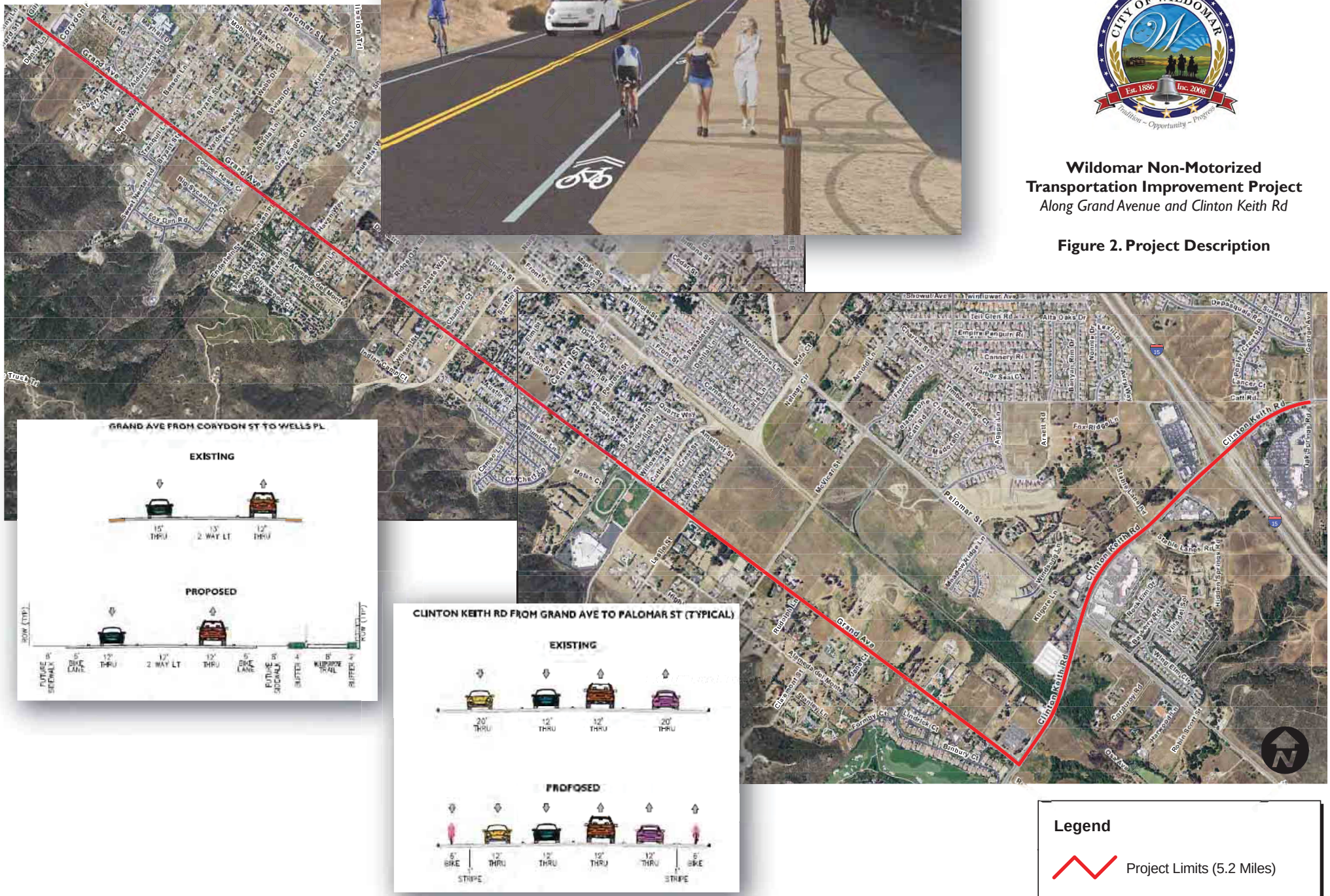
The city intends to apply for Active Transportation Program and SB821 grants this fiscal year for the multi-purpose trail. And apply for HSIP grants for the pavement resurfacing.

At the completion of the project the city will have 10.4 miles of new bike lanes; 3.4 miles of off-street trails; and, 550,000 square feet of rehabilitated pavement.

Submitted by:
Daniel A. York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:
Exhibit Project Overview



Wildomar Non-Motorized Transportation Improvement Project

Along Grand Avenue and Clinton Keith Rd

Figure 2. Project Description