

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective July 16, 2024 by and between the City of Beaumont, a municipal corporation (“CITY”), and Match Corporation, a California Corporation (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Citywide Street Rehabilitation Project FY24 (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated May 16, 2024, and CONTRACTOR’s Bid in response to the Invitation, dated June 20, 2024, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

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

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of two million five hundred and seventy-five thousand four-hundred dollars (\$2,575,400).

IV. PROGRESS PAYMENTS

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

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

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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

and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

VI. PREVAILING WAGES

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

VII. RECORD AUDIT

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

VIII. FINAL PAYMENT

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

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

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

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as Exhibit C are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of

the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

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

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 2. Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrence of effective dates with primary policies;
 - Policies shall "follow form" to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

- 4. Workers' compensation insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

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

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

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

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any

coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)

day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

15. Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

16. Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

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

XII. REGISTRATION REQUIREMENTS

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

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

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

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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

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

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Robert M Matich whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

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

XV. SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

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

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

X Shop Drawing Transmittals

X Contractor's Certificate Regarding
X Non-Asbestos Containing
Materials

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

XVII. ENTIRE CONTRACT

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

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

CITY:

CITY OF BEAUMONT

By: _____
David Fenn, Mayor

CONTRACTOR:

MATICH CORPORATION

By: _____
Jason G. Jones

Print Name: Jason G. Jones

Title: Vice President - Estimating

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)



Website:
<http://beaumontca.gov/>

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

REQUEST FOR BID

FOR:

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24 (CIP R-36)

MAY 16, 2024

CRITICAL BID DATES, TIMES, & LOCATIONS

Bid Published:	May 16, 2024
Bids Must Be Received By:	June 20, 2024 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall)
Questions In By:	May 31, 2024 @ 11:00 A.M.
Bid Opening Date:	June 20, 2024 @ 11:05 A.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4

CONTACTS:

Raveena Chara
Procurement and Contracts Specialist
rchara@beaumontca.gov

RFB AVAILABLE:

WWW.PUBLICPURCHASE.COM
[HTTPS://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPs](https://WWW.BEAUMONTCA.GOV/949/BIDS-AND-RFPs)



**CITY OF BEAUMONT
CALIFORNIA
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS & SPECIFICATIONS**

FOR:

**ANNUAL CITYWIDE STREET REHABILITATION AND
MAINTENANCE PROJECT FY24 (CIP R-36)**

Prepared Under the Supervision of:

5-16-2024

Robert Vestal, P.E., Public Works Director/City Engineer

Date



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NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) is soliciting bids for:

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

BID DATES, TIMES, & LOCATIONS:

Bid Published:	May 16, 2024
Bids Must Be Received By:	June 20, 2024 @ 11:00 A.M.
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	May 31, 2024 @ 11:00 A.M.
Bid Opening Date:	June 20, 2024 @ 11:05 A.M.
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 90 calendar days after the bid opening date. Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

“CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24”

LOCATION OF WORK:

The work to be completed is located on various streets throughout the City and defined in the Construction Plans.

DESCRIPTION OF WORK:

The proposed work shall be performed in accordance with the contract documents, including but not limited to the general conditions, special conditions, technical specifications, contract drawings, permits, and all other reference documents.

In general, the work includes, but not limited to rehabilitate various streets throughout the City as defined in construction plans to apply slurry seal type II, cold milling, asphalt concrete overlay, remove and replace deteriorated pavement patches, access ramps, traffic control, traffic stripping and pavement markings, etc.

CONTRACT LENGTH:

The work for this contract shall not exceed **100 calendar days**. Contract time shall commence upon issuance of the Notice to Proceed from the City. If The Work is not completed as stated in the Contract Documents, there will be liquidated damages in a sum of \$2,000 per calendar day as stated in General Conditions, Article 43.

NOTICE INVITING BIDS



AWARD OF CONTRACT:

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

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

CONTRACT DOCUMENTS AND SPECIFICATION:

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

BID & BIDDER:

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

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

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

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- California Class "A" and/or required Class "C" licenses

FOR FURTHER INFORMATION CONTACT:

Raveena Chara

E-mail: rchara@beaumontca.gov

NOTICE INVITING BIDS



INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS:

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

EXAMINATION OF CONTRACT DOCUMENTS:

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

INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Project Manager by faxing (951)769-8526 or emailing to dchristensen@beaumontca.gov. Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSPECTION OF SITE:

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



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

ADDENDA:

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

ALTERNATE BIDS

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

COMPLETION OF BID FORMS

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

INSTRUCTIONS TO BIDDERS



MODIFICATIONS OF BIDS:

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

DESIGNATION OF SUBCONTRACTORS:

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

LICENSING REQUIREMENTS:

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

SIGNING OF BIDS:

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be

INSTRUCTIONS TO BIDDERS



jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

BID GUARANTEE (BOND):

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

SUBMISSION OF BIDS:

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

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

DELIVERY AND OPENING OF BIDS

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

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

INSTRUCTIONS TO BIDDERS



Bid Price, the written amount shall govern.

WITHDRAWAL OF BID:

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

BASIS OF AWARD; BALANCED BIDS:

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

DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:

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

INSURANCE REQUIREMENTS:

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

AWARD PROCESS:

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

FILING OF BID PROTESTS

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

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;

INSTRUCTIONS TO BIDDERS



- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

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

WORKERS COMPENSATION:

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

SUBSTITUTION OF SECURITY:

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

PREVAILING WAGES:

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

INSTRUCTIONS TO BIDDERS



DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:

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

PERFORMANCE AND PAYMENT BOND REQUIREMENTS:

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

REQUEST FOR SUBSTITUTIONS

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

SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

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

EXECUTION OF CONTRACT

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

END OF INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS



BID FORM

NAME OF BIDDER: _____

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

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

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

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



BASE BID
BID SCHEDULE
CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	TEMPORARY CONSTRUCTION SIGN	4	EA		
2	DIG OUTS	10,000	SF		
3	SLURRY SEAL, TYPE II	75	ELT		
4	COLD MILL ASPHALT CONCRETE SURFACING [2" (0.17') DEPTH]	613,800	SF		
5	COLD MILL ASPHALT CONCRETE SURFACING [3" (0.25') DEPTH]	126,800	SF		
6	HOT MIX ASPHALT, TYPE C2-PG 70-10-R05	12,020	TN		
7	AC REMOVAL (9TH ST)	65,100	SF		
8	ROADWAY EXCAVATION AND RECOMPACTION (9TH ST)	2410	CY		
9	UNSUITABLE MATERIAL (9TH ST)	1610	CY		
10	CRUSHED AGGREGATE BASE (9TH ST)	1610	CY		
11	TRAFFIC STRIPPING AND PAVEMENT MARKINGS (in-kind replacement w/ current width requirements)	1	LS		
12	TRAFFIC LOOPS	35	EA		
13	MINOR CONCRETE (CURB RAMP CASE A)	12	EA		
14	MINOR CONCRETE (CURB RAMP CASE D)	1			
15	CURB RAMP DETECTABLE WARNING SURFACE	9	EA		
16	ADJUST RIM TO GRADE	40	EA		
PROJECT BASE BID SUBTOTAL:					



ADDITIVE BID A
BID SCHEDULE
CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

Additive Bid Item A would add one additional inch of overlay depth to Olive, Grace, and Walnut Avenue (South of 4th Street), as well as the alleyway between Magnolia and Beaumont Avenue.

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
ADD 6	HOT MIX ASPHALT, TYPE C2-PG 70-10-R05	350	TN		
PROJECT BASE BID SUBTOTAL:					

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

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



BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. _____

Expiration Date _____

Class of license _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

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

1. Addenda No. _____ thru _____
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



BID BOND

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

The makers of this bond are,

as Principal, and

, as Surety

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

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

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



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

(Corporate Seal)

Principal

By

Title

(Corporate Seal)

Surety

By

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title



STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 20____, before me,
_____, a Notary Public in and for said state, personally
appeared _____, known to me to be the person
whose name is subscribed to the within instrument as the Attorney-In-Fact of the
(Surety) acknowledged to me that he subscribed the name of the
_____ (Surety) thereto and his own name as Attorney-In-
Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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



DESIGNATION OF SUBCONTRACTORS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Portion of the Work	Subcontractor	Location of Business	% of Work



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS



INFORMATION REQUIRED OF BIDDERS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

4.0 License Information:

License No.

Class of License

Expiration Date

DIR Registration No.

5.0 How many years has Bidder’s organization been in business as a Contractor?

5.1 How many years has Bidder’s organization been in business under its present name? _____

6.0 Under what other or former names has Bidder’s organization operated?

7.0 If Bidder’s organization is a corporation, answer the following:

INFORMATION REQUIRED OF BIDDERS



7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President's Name: _____

7.4 Vice-President's Name(s): _____

7.5 Secretary's Name: _____

7.6 Treasurer's Name: _____

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization: _____

8.2 Name and address of all partners (state whether general or limited partnership): _____

9.0 If other than a corporation or partnership, describe organization and name principals: _____

10.0 List other states in which Bidder's organization is legally qualified to do business.

11.0 What type of work does the Bidder normally perform with its own forces?

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when,

INFORMATION REQUIRED OF BIDDERS



where, and why:

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address of Agent:



B. LIST OF CURRENT PROJECTS (Backlog)

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

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



C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

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



D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

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



Additional Bidder's Statements:

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

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:
I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



NON-COLLUSION AFFIDAVIT

ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

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

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

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

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which



time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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



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

[Remainder of Page Left Intentionally Blank.]



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

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____

Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of
premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

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



STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 20__, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20__ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

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

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

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

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



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

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

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

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



02 GENERAL CONDITIONS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24



03 SPECIAL CONDITIONS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24



04 TECHNICAL SPECIFICATIONS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24



05 CONTRACT DRAWINGS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24



06 PUBLIC WORKS AGREEMENT

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24



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GENERAL CONDITIONS



GC01. DEFINITIONS

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

GENERAL CONDITIONS



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

GC02. CONTRACT DOCUMENTS

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

GENERAL CONDITIONS



12. Standard Plans
13. Reference Documents

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

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

GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

GC04. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

GENERAL CONDITIONS



- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

GC05. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. **Beaumont Cherry Valley Water District (BCVWD) is planning to replace 12" water main in the 5th Street (from California to Michigan). Contractor shall coordinate with the BCVWD before commencing any work on the 5th Street.**
- c. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City and Engineer in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- d. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- e. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans



and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.

- f. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

GC06. SCHEDULE

- a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or



other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

GC07. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required



substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

- e. The Contractor shall bear all of the City's costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

GC08. SHOP DRAWINGS

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

GC09. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

GENERAL CONDITIONS



- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

GC10. MATERIALS

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

GC11. CONTRACTOR'S SUPERVISION

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

GC12. WORKERS

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

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

GC13. SUBCONTRACTORS

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

GC14. PERMITS AND LICENSES

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

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



GC15. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

GC16. INSPECTION FEES FOR PERMANENT UTILITIES

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

GC17. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:



- 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

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

- c. Groundwater and Dewatering. The Contractor is responsible for all necessary trench and excavation dewatering operations. No additional compensation will be provided should groundwater levels be encountered that are different than those described in the plans and specifications. Discharge of all water must comply with the State Water Resources Control Board's NPDES permit requirements, as described in these specifications.

GC18. DIVERSION OF RECYCLABLE WASTE MATERIALS

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



GC19. REMOVAL OF HAZARDOUS MATERIALS

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

GC20. SANITARY FACILITIES

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

GC21. AIR POLLUTION CONTROL

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

GC22. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources



Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

GC23. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also

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clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

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

GC24. LAYOUT AND FIELD ENGINEERING

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

GC25. EXCESSIVE NOISE

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

GC26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

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

GC27. PROTECTION OF WORK AND PROPERTY

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

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shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

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

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- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

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

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

GC28. CONTRACTORS MEANS AND METHODS

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

GC29. INSPECTOR'S FIELD OFFICE

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

GC30. AUTHORIZED REPRESENTATIVES

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



GC31. HOURS OF WORK

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

GC32. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.



- 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations (“DIR”).
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

GC33. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.



- b. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- d. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

GC34. EMPLOYMENT OF APPRENTICES

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

GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

GC36. LABOR/EMPLOYMENT SAFETY

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

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GC37. WORKERS' COMPENSATION INSURANCE

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

GC38. EMPLOYER'S LIABILITY INSURANCE

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

GC39. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made



or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

GC40. AUTOMOBILE LIABILITY INSURANCE

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

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

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to

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loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.

- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE

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

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

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

GC43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, **the sum of \$2,000 for each day of delay** until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages.



Any money due or to become due the Contractor may be retained to cover liquidated damages.

- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

GC44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

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- d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

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

GC45. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work. The bid amount for Mobilization shall **not exceed 5%** of contract amount.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 - 1. Obtaining and paying for all bonds, insurance, and permits.
 - 2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
 - 3. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Establishing fire protection system.
 - 5. Developing and installing a construction water supply.
 - 6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 - 7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.



8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard, including required project signage.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

GC46. PAYMENTS

- a. The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (35) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.



- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

GC47. PAYMENTS WITHHELD AND BACKCHARGES

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

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the City for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

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



GC48. CHANGES AND EXTRA WORK

a. Change Order Work.

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



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

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

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acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

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

GC49. OCCUPANCY

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

GC50. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all

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such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

GC51. RECORD (“AS BUILT”) DRAWINGS

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

GC52. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and



payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

- c. **Claims Under \$50,000.** The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. The Contractor will submit the claim justification in the following format:
 - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost



- 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

GC53. CITY'S RIGHT TO TERMINATE CONTRACT

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

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the

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Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

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

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received

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by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."

- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

GC54. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.
- e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.



- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
- 1) Obtain for City all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the City; and
 - 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

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

GC55. DOCUMENT RETENTION & EXAMINATION

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

GC56. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.



GC57. SEPARATE CONTRACTS

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

GC58. NOTICE AND SERVICE THEREOF

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

GC59. NOTICE OF THIRD PARTY CLAIMS

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



GC60. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

GC61. INTEGRATION

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

GC62. ASSIGNMENT

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

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

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

GC64. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising



from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

GC65. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

GC66. LAWS AND REGULATIONS

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

GC67. PATENT FEES OR ROYALTIES.

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

GENERAL CONDITIONS



GC68. OWNERSHIP OF DRAWING

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

GC69. NOTICE OF TAXABLE POSSESSORY INTEREST

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



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SC-01. Encroachment Permit. All proposed work is within the City's existing rights-of-way. The Contractor shall obtain from the City a no-cost encroachment permit for the project. The Contractor shall prepare and submit a permit application and all applicable data to the City prior to construction activities. All costs associated with obtaining and maintaining this permit shall be included in the applicable bid item(s) on the Bidding Sheet, and no additional compensation shall be made therefore.

SC-02. Preconstruction Photos and Video. The Contractor shall take preconstruction photos of the entire project site and shall prepare a full color preconstruction video recording of the project site with the Inspector present prior to mobilizing. Photos and video shall be submitted to the City.

SC-03. Contractor Staging Area. No equipment or material can be stored within the right-of-way for this project. It is the Contractor's responsibility to locate a suitable staging area, material storage area and/or contractor yard in order to effectively execute the Contract work. All costs for this task shall be included in the bid proposal and no additional compensation will be allowed.

SC-04. Inspectors Field Office. No Inspector's Field Office is required for this project. The requirements of GC-29 shall be deleted.

SC-05. Recessed Plates. Any steel plates placed on the job within existing pavement shall be recessed and flush with existing pavement.

SC-06. Progress Meetings. The Contractor will schedule monthly progress meetings for the project for the duration of the project. The Contractor's project manager and project superintendent or qualified representative shall attend all progress meetings. As warranted, a representative from the Contractor's sub-consultants or suppliers shall attend. The Contractor shall provide a three week look ahead schedule based on the approved and updated master contractor schedule at each progress meeting. The progress meetings will be held at the City Hall offices. At the Engineer's sole option, the progress meetings may be held at other locations.

From time to time as project conditions warrant, the Engineer may call for additional field meetings. The meetings will be held at the job site. The Contractor's field superintendent shall attend all field meetings.



SC-07. Coordination with the Public. If the City receives complaints from individuals or agencies affected by the project; the Contractor shall take immediate action to correct the situation as directed by the City. If the Contractor receives complaints directly, the Contractor shall immediately notify the City Inspector. Thereafter, the Contractor shall take immediate action to correct the situation as directed by the City.

SC-08. Referenced Drawings and Detailed Provisions. Any and all referenced Standard Drawings and Detailed Provisions, including City, County, Caltrans, or any other details or standards referenced in the contract documents shall be considered part of the contract drawings and specifications. The Contractor shall not be entitled to any compensation due to referenced documents not included in the Specifications and Contract Drawings.

SC-09. Construction Soils Testing. The City shall provide the geotechnical compaction testing for this project. The contractor shall coordinate with the City inspector for all required compaction testing and provide sufficient time to respond to requests. Any required re-compaction or re-installation of fill material as determined by the City shall be performed at no additional cost to the City. No additional compensation shall be provided due to delays resulting from late or insufficient coordination with the City.

SC-10. Caltrans Permit and Coordination. The City has applied for a Caltrans Permit for the traffic control required at 5th Street and Beaumont Avenue and is coordinating with Caltrans to finalize the permit. The final permit will be provided to the Contractor upon receipt. The Contractor will be required to obtain a rider permit from Caltrans prior to any work being done that requires traffic control in the Caltrans ROW. The contractor is responsible to coordinate with Caltrans and to prepare and submit the required information to obtain their rider permit. The contractor is responsible for any fees associated with obtaining their rider permit. All costs for complying with the provisions of the Caltrans permit shall be included in the Contractor's bid price.



TECHNICAL PROVISIONS

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TP01. NOTIFICATION OF RESIDENTS AND BUSINESSES

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

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

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

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

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

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

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

TP02. SOUND REQUIREMENTS

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



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

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

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

TP03. TRAFFIC CONTROL

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

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

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

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

1. All streets shall remain open to through traffic at all times. Street closure is not allowed except as approved by the Engineer. The contractor shall obtain written permission from City Engineer at least ten (10) day prior to road closure. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.



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



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

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



is taking place only upon approval by the Engineer and providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice.

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



not more than 500' from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.

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

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

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

TP04. WATER POLLUTION CONTROL

Stormwater and Non-Stormwater Pollution Control shall conform to General Conditions, Article 22, and the following:



The contract item Stormwater and Non-Stormwater Pollution Control shall include preparing, obtaining approval of, amending and implementing the Stormwater Pollution Prevention Plan (SWPPP) as required by the State Water Resources Control Board (SWRCB) and the California Regional Water Quality Control Board (CRWQCB)-Santa Ana Region.

Contractor's Storm Water and Non-Storm Water Pollution Control Program shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual, which is available as a free download from: <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control>.

The SWPPP shall identify site specific Best Management Practices (BMPs) to be implemented during and after construction to minimize the potential pollution of stormwater runoff and receiving waters. The identified BMPs shall be practices which are designed to minimize or eliminate the discharge of pollutants from the construction site and Contractor's construction activities, including, but not limited to:

1. Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.
2. Construction procedures such as stabilized construction access points, scheduling/phasing to minimize areas of soil disturbance, soil stabilization, and erosion/sediment control.

The SWPPP shall also stipulate an ongoing program for monitoring and maintenance of all BMPs.

In the event the City incurs any Administrative Civil Liability (fine) imposed by the State of California or CRWQCB – Santa Ana Region, as a result of Contractor's failure to fully implement the provisions of this section "Stormwater and Non-Stormwater Pollution Control," the Engineer may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due the Contractor a sufficient amount to cover the Civil Liability. Liability may be in an amount up to \$10,000 per day per violation.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section, "Stormwater and Non-Stormwater Pollution Control," including, but not limited to, compliance with the applicable provisions of the State Construction General Permit (CGP), Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

The Contractor shall become fully informed of and comply with the applicable provisions of the CGP, Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the Construction General Permit, approved SWPPP and all amendments at the project site. The SWPPP shall be made available upon request of a representative of the SWRCB,



CRWQCB, United States Environmental Protection Agency (USEPA) or local stormwater management agency. Requests by the public shall be directed to the Engineer.

The Contractor is solely and exclusively responsible for any arrangements made between the Contractor and other property owners or entities that result in disturbance of areas or construction activities being conducted outside limits of the designated rights-of-way and temporary construction easements, if any, as shown on the project drawings.

The Contractor shall, at reasonable times, allow authorized agents of the CRWQCB, SWRCB, USEPA or local stormwater management agency, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the work;
2. Have access to and copy any records required to be kept as specified in the General Permit;
 1. Inspect the construction site, including any off-site staging areas or material storage areas, and related soil stabilization practices and sediment control BMPs; and
 2. Sample or monitor for the purpose of ensuring compliance with the CGP.

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

The Contractor shall prepare and obtain approval of the SWPPP as part of the Stormwater and Non-Stormwater Pollution Control work for this contract. The SWPPP shall include an appropriate Sampling and Analysis Plan (SAP) as required by Section B, "Monitoring Program and Reporting Requirements," of the CGP. An additional guidance document titled "Construction Storm Water Sampling and Analysis Guidance Document" is available from the Storm water quality Task Force internet site at <http://www.stormwatertaskforce.org/swqtf/products.htm>. The Contractor shall prepare and implement the SWPPP in accordance with the CGP, CRWQCB-Santa Ana Region, and these Detailed Specifications.

In case of conflict between these Detailed Specifications and the Construction General Permit, the latter shall govern.

Within five (5) working days after the award of the contract, the Contractor shall submit three (3) copies of the SWPPP to the Engineer for review. The Contractor shall allow five (5) working days for the Engineer to review the SWPPP. If revisions are recommended, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within three (3) working days of receipt of the Engineer's comments and shall allow five (5) working days for the Engineer to review the revisions. The Contractor shall submit three (3) copies of the approved SWPPP to the Engineer prior to pre-construction meeting. The Contractor must have an approved SWPPP and be issued a WDID No. prior to its start of work.



The objectives of the SWPPP shall be to identify all pollution sources associated with the Contractor's construction activities that may adversely affect the quality of stormwater discharges; to identify all non-stormwater discharges; to identify, construct, implement and maintain water pollution control Best Management Practices, hereafter referred to as "BMPs," to reduce to the maximum extent practicable pollutants in both stormwater discharges and authorized non-stormwater discharges from the construction site during construction and to develop a maintenance schedule for BMPs after construction is completed under this contract.

The SWPPP shall incorporate BMPs in each of the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-stormwater management, waste management, and disposal control practices.

The SWPPP shall include the following items:

1. Title Page;
2. Certification and Approval;
3. Table of Contents;
4. Source Identification;
5. Stormwater and Non-Stormwater Pollution Control Drawings;
6. Erosion Control;
7. Stabilization;
8. Sediment Control;
9. Non-Stormwater Management;
10. Waste Management and Disposal;
11. Maintenance, Inspection and Repair Program;
12. Training;
13. QSD/QSP for the Project;
14. List of Contractors and Subcontractors;
15. Sampling and Analysis Plan;
16. Post-Construction Stormwater Management;
17. Current Inventory of BMP related materials;
18. Mobilization Plan for BMP deployment;
19. A copy of the Notice Of Intent (NOI) form submitted by the City for this project;
20. A copy of the Waste Discharge Identification (WDID) number or proof of mailing of the NOI (provided by the City);
21. Site Map;
22. A copy of the CGP;
23. A copy of other applicable Plans/Permits, if any;



24. Construction site Inspection Checklist;
25. Pre/Post Storm Inspection Checklist;
26. Pre/During/Post Inspection Reports for all Qualifying Rain Events;
27. Inspection Log;
28. A copy of the Amendments, if any;
29. Amendment Certification and Approval, if any;
30. Amendment Log;
31. Annual compliance Certification;
32. BMPs Consideration Checklist; and
33. SWPPP Checklist.

The Contractor's QSD shall prepare amendments to the SWPPP, both graphically and in narrative form, whenever there is a change in Contractor's construction activities or operations which may result in the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or as deemed necessary by the Engineer. The Contractor shall also amend the SWPPP if it is in violation of any condition of the Construction General Permit, or has not effectively achieved the objective of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs, revised Contractor's construction activities or operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to effectively control water pollution.

Amendments to the SWPPP shall be submitted for review by the Engineer in the same manner specified for the initial review of the SWPPP. The Contractor shall date and attach all approved amendments to the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional BMPs, revised construction activities or operations.

The Contractor shall certify annually that construction activities are in compliance with the requirements of the General Permit and the approved SWPPP. The certification must be completed by July 1, of each year.

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within two (2) calendar days of identification of non-compliance activities.

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for placing, installing, constructing, inspecting, and maintaining the BMPs as well as conducting the sampling analysis plan as included in the SWPPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these detailed Specifications, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work or construction operations. Requirements for installation, construction, inspection, maintenance, removal and disposal of BMPs are specified in the Construction General Permit and these Detailed Specifications.

The Engineer may order the suspension of construction operations if the Contractor fails to comply with the requirements of this section "Stormwater and Non-Stormwater Pollution Control" as determined by the Engineer.



The Contractor will not be compensated for sampling and analysis work because of the Contractor's failure to properly implement, inspect, maintain, and repair BMPs in the approved SWPPP, or for failing to store construction materials or wastes in watertight conditions.

The Contractor shall implement soil stabilization practices and sediment control BMPs, on all disturbed areas of the project site during the winter season, defined as between October 15th and April 15th.

Implementation of soil stabilization practices and sediment control BMPs for soil-disturbed areas, including but not limited to, rough graded access roads, slopes, channel inverts, operational inlets and outlets of the project shall be completed no later than ten (10) calendar days prior to the start of the winter season or upon start of applicable Contractor's construction activities for projects which begin either during or within ten (10) calendar days of the winter season.

The Engineer may require the Contractor, on a case-by-case basis, to reduce the active, soil-disturbed area limit of the project. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of fifteen (15) calendar days or more. Areas that will become non-active shall be fully protected with soil stabilization practices such as covering with mulch, temporary seeding, fiber rolls, blankets, etc. within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur. Areas that will become non-active shall be fully protected with sediment control BMPs within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service Forecast Office shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning BMPs prior to the onset of the precipitation.

1. The Contractor shall implement, year-round and throughout the duration of the project, BMPs included in the SWPPP for sediment tracking, wind erosion, non-stormwater management and waste management and disposal.
2. The Contractor shall regularly inspect the construction site for BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. The



Contractor shall identify corrective actions and time frames to address any damaged BMPs or reinstate any BMPs that have been discontinued.

3. At a minimum, the Contractor shall inspect the construction site as follows:
 - a) Prior to a forecasted rain event;
 - b) After any precipitation which causes runoff capable of carrying sediment from the construction site;
 - c) At 24 hour intervals during extended precipitation events; and
 - d) At regular intervals of once every week.

The construction site Inspection Checklist provided in the Caltrans Handbooks shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

4. The Contractor shall maintain construction site BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if permitted in the Construction General Permit, but not later than the onset of subsequent precipitation event. The correction of deficiencies shall be at no additional cost to the City.

5. The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance, and repair personnel have received or will receive that is directly related to stormwater pollution prevention.

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

TP05. MOBILIZATION

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

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



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

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

TP06. TEMPORARY CONSTRUCTION SIGN

The Contractor shall install a temporary construction sign at the project limits, as approved by the Engineer. The contractor shall relocate the signs as work transitions from area to area or as directed by the City Engineer.

Project signs shall conform to the following requirements:

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

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



TP07. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

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

The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the work to the proper lines and grades. Reconstructed asphalt concrete surfaces shall have a cross slope between 1.5% and 5%. New curb & gutter shall have a minimum slope of 0.5%. Grade breaks must be spaced a minimum 25' apart and be no greater than 0.25%. Copies of the field notes, cut sheets or diagrams used in setting stakes shall be promptly furnished to the Engineer.

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

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

TP08. CONSTRUCTION WATER

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

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

TP09. PAVEMENT PREPARATION FOR ALL WORK

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

Weed Killing:

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

Contractor shall spray weed killer in all cracks, crevices and potholes with Monsanto brand Roundup (or approved equal) in accordance with the manufacturer's instructions a minimum of fourteen (14)



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

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

Crack Sealing:

Refer to separate item for crack sealing.

Pothole Repair:

Work shall consist of cleaning and permanently repairing existing potholes in bituminous pavement beneath the areas receiving any surface treatment. For mill areas, potholes shall be assessed after milling operations. Voids in the surface of existing bituminous pavement greater than 1 inch and extending deeper than 1 inch shall be filled prior to receiving pavement treatment. Prior to Contractor placing surfacing materials Contractor shall fill or repair all potholes.

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

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

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

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



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

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

TP10. ROUT AND SEAL CRACKS

All cracks shall be filled with a rubberized asphalt material that has a minimum softening point temperature of 200° Fahrenheit and a safe heating temperature of 380° Fahrenheit, or as otherwise directed by the Engineer.

1. For cracks in size of 1/8 inch to 3/8 inch in width, the crack shall be widened using a router to form a sealant reservoir which is a minimum of 1/2 inch wide and 3/4 inch to 1 inch deep. The routed crack shall then be cleaned with hot compressed air to remove all dust and free moisture, and then sealed to service level. Pavement surfaces receiving the Chip seal will not require crack sealing for the crack size specified of 1/8 inch to 3/8 inch wide.
2. Cracks that are more than 3/8 inch but less than 3/4 shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressible deep in the crack. The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material. For cracks with depressed surfaces on each side of the crack shall be over filled beyond level with pavement surface and then squeezed to fill in depressed area. No more than a 2" wide and 1/16" thick strip of material may be applied to the pavement surface. The crack seal for the specified width of 3/8 inch to 3/4 inch shall apply to all pavement surfaces
3. Cracks wider than 3/4 inch and potholes shall be cleaned using sandblasting or other cleaning technique approved by the Engineer. The cracks and/or potholes shall then be filled with pea-gravel size hot mix asphalt concrete as directed by the Engineer. Filling cracks and potholes shall apply to all pavement surfaces
4. No slurry or ARAM material shall be placed until after the crack seal and/or fill material has been in place for a minimum of five (5) calendar days.
5. Where cracks form a raised lip, ripple, or ridge the crack shall be routed or milled to remove the raised portion.
6. For mill areas, the crack seal shall be performed after the milling and prior to the placement of an ac overlay.

Payment: Payment for crack treatment shall be included in the price **paid for other items** of work and shall include full compensation for all the work performed including crack cleaning, crack filling, as specified in these technical Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

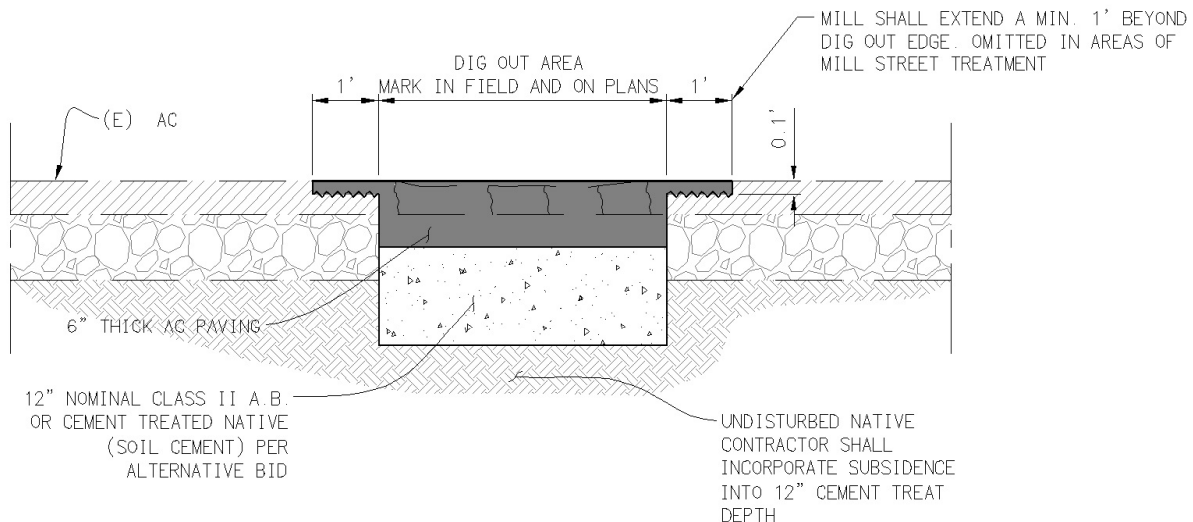
TP11. DIG OUTS

The inspector and Engineer are to field verify each asphalt dig out location. All asphalt dig-out areas are to be field marked by the inspector and approved by the engineer.

Upon identification of the dig out locations, the contractor shall be responsible for;

1. grinding or full depth saw cutting and excavating the existing pavement/ to a minimum of eighteen inches (18”) below the treatment method surface. No additional compensation will be made for excavation beyond the 18”.
2. For Slurry Seal treatment areas: Cold milling all edges of dig out area a minimum of 12” beyond edge a depth of 0.1’.
3. For mill and overlay areas: no edge milling necessary. The minimum thickness shall not include the overlay thickness.
4. Placement of 12” of crushed aggregate base per section 200-2.2.2 of the Greenbook placed per section 301-2 of the Greenbook. The contractor shall notify the inspector for any areas unable to meet compaction requirements.
5. Placement of 6” of asphaltic concrete per Hot Mix Asphalt technical provision. Sides at all patching locations shall be tack-coated immediately prior to placement of asphalt concrete.

Asphalt concrete used for dig outs shall be included in the dig out unit cost and not included in any other item.



DIGOUT DETAIL
 NOT TO SCALE



Payment: Full compensation for fixing pavement failures in this manner shall be made at the contract unit price paid per **square foot** for dig outs, and shall include full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved.

TP12. AC REMOVAL (9TH ST)

Existing asphalt concrete where shown on plans to be removed, shall be removed to full depth. Contractor may mill, pulverize, or breakup ac paving in accordance with all applicable codes and laws. The removed material shall be properly disposed of. Contractor to protect existing mating surfaces. Any damage as a result of ac removal shall be repaired with no additional compensation.

Payment: The contract unit price bid per square feet for the item “AC REMOVAL” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP13. ROADWAY EXCAVATION AND RECOMPACTION (9TH ST)

This work includes excavating and recompacting the subgrade to a nominal depth of 36-inches. Work shall be in accordance with Section 301-1 of the standard specifications.

Payment: The contract unit price bid per cubic yard for the item “ROADWAY EXCAVATION AND RECOMPACTION” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP14. UNSUITABLE MATERIALS (9TH ST)

This work includes removing enough subgrade material to accommodate 8” of crushed aggregate base. Base shall be per a separate pay item. All material removed shall be disposed of in accordance to applicable codes and laws.

Payment: The contract unit price bid per cubic yard for the item “Unsuitable Material” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.



TP15. CRUSHED AGGREGATE BASE (9TH ST)

This work includes importing and placing 8” of crushed aggregate base in accordance with Section 200-2.2 and Section 301-1 of the standard specifications.

Payment: The contract unit price bid per cubic yard for the item “CRUSHED AGGREGATE BASE” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP16. SLURRY SEAL

Slurry seal shall be performed in accordance with sections 203-5 and 302-4 “Emulsion-Aggregate Slurry,” of the Standard Specifications and the following provisions:

Slurry over ARAM shall be applied at the application rate of 15lbs/yd² minimum and 18lbs/yd² maximum.

Type II Slurry over existing AC shall have an aggregate application rate of 12lbs/yd² minimum and 15lbs/yd² maximum.

Materials:

Emulsion aggregate slurry shall be Type II. Emulsified asphalt shall be CQS-1h.

Subsection 203-5.2, “Materials” of the Standard Specifications is modified as follows -

- (2) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust the curing time such that the applied slurry can support vehicular traffic within 2 hours.
- (5) Use of slag shall not be permitted.
- (6) Deliveries of aggregate and emulsion shall not be made without the Engineer present.

Modify the first paragraph of Subsection 203-5.2, “Mix Design,” of the Standard Specifications to include the following:

The Contractor shall provide materials for verification of the Mix Design. Periodically throughout the project, at the direction of the City Engineer, will perform further testing as necessary to provide assurance of the Mix Design.

If the Contractor changes sources of material, i.e. aggregate and/or oil, a new Mix Design shall be resubmitted. The cost of all Mix Design retest and testing as a result of changes to the Mix Design shall be borne by the Contractor.



Prior to a change of emulsion, the Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

The latex additive shall be Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two and a half (2.5) parts to one-hundred (100) parts of emulsion by volume (or 2.5%).

Stockpile:

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The stockpile areas shall be thoroughly cleaned of all excess material and left in a neat, orderly appearance upon completion of slurry operations in any area.

Application:

The pavement surface shall be cleaned by sweeping, flushing, or other means necessary to remove loose particles of paving, dirt, aggregate, and any other extraneous materials. This must be performed to the satisfaction of the Engineer before any slurry seal material is placed; including the placement of slurry seal test strips.

Surface oil and grease shall be removed prior to the application of the slurry seal.

Subsection 302-4.3, "Continuous-Flow Mixers," of the Standard Specifications shall be revised to include the following:

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Transit mix trucks shall not be used.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be re-slurried at the Contractor's expense.

No slurry seal shall be placed on a wet street or crossing without the Engineer's consent.

Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh slurry only with the permission of the Engineer.

The Contractor shall be required to work around all existing utility facilities and to seal up to the edge of such facilities. Slurry shall not be applied over any manhole, valve, survey monument, or miscellaneous frames and covers. It shall be the Contractor's responsibility to cooperate with the owner of the facility and to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, concrete gutters, concrete cross gutters, and drainage facilities, and survey monuments. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.

All thermoplastic pavement striping, markings, legends and raised pavement markers (reflective and non-reflective) shall be removed prior to construction slurry seal.

Rubber Tire Rolling - Rolling shall be performed with two complete coverages by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi. Rolling shall be performed after slurry and as soon as it sets up enough to support the roller and not pick up on the tires.

Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient rubber-tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

Contractor shall sweep the streets for two (2) consecutive days after the application of the slurry. A third and final sweeping shall be done five to eight days after the slurry is complete. Residual material picked up from the sweepings shall be removed to a legal disposal site.

The Contractor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

The days during which the suspension of work is in effect due to unsuitable weather shall not be considered working days and the date of completion shall be extended to allow for work and notification. In the event of a suspension of work, the Contractor shall remove all barricades, equipment and "No Parking" signs (if appropriate) upon the curing of the completed portion of slurry. No adjustment of unit prices of any items shall be allowed due to a suspension of work as described above.



It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at its own expense, to provide for and protect the work from such water.

In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

The Contractor shall, at the direction of the Engineer, repair or reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and re-slurry sealed at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

Payment: The contract unit price bid per **extra-long ton (ELT)** for the item "Slurry Seal, Type II" shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP17. COLD MILLING ASPHALT CONCRETE SURFACING

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

Add to Subsection 404-2, "Milling Machine," of the Standard Specifications the following:

Asphalt fabric may be encountered during the milling and removal phase. The pavement fabric shall be removed and disposed as part of this bid item.

All cold milling shall conform to these Special Provisions. All temporary striping required after cold milling operations shall be installed per City Standards. All required temporary striping shall be considered paid for under other related bid items and no additional compensation will be allowed.



The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done. The machine used for cold planing shall have performed satisfactorily on similar work and meet the following requirements:

The Planing Machine shall be specially designed and built to perform cold planing of bituminous pavement with the ability to plane concrete patches. The cutting drum shall be a minimum of sixty (60") inches wide with carbide tip cutting placed in variable lacing patterns to provide various finishes. The machine shall be capable of operation at speeds ranging from 0 to 40 FPM. It shall be self-propelled and have a water spray at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and so designed and the operator thereof can at all times observe the planing operation without leaving the controls. The cutting drum shall be adjustable as to slope and shall deep cut in one pass a maximum of three (3") inches without producing fumes or smoke.

Ski arms to improve smoothness of grinding operations are required with a minimum 30 foot long arm.

The Contractor shall provide a smaller machine to trim areas inaccessible to the larger machine at manholes, curb returns and intersections. The smaller machine shall be equipped with a twelve (12") inch wide cutting drum mounted upon a three (3) wheel chassis allowing it to be positioned without interrupting traffic and pedestrian flow.

During the operation the Contractor shall sweep the street with mechanical equipment and remove all loose material from planed areas. In addition, all existing asphalt/slurry buildup on the concrete gutter shall be removed and the cost thereof shall be included in the unit price of cold planing cost, no additional compensations shall be paid. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by a vacuum sweeper and properly disposed. Sweeping is to take place immediately after the grinding has been completed and as directed by the Engineer. No washing of any residue into gutters and/or drainage structures shall be allowed. The Contractor shall cover and protect all storm drain inlets prior to the start of cold milling operations.

All pavement transitions and temporary striping/markings shall be in place prior to the opening of a lane for traffic. Any pavement grade differential between adjacent lanes that will, with the permission of the Engineer, remain during non-working hours shall be indicated with the appropriate warning signage. Cold mix A.C. shall be placed and maintained at the interface between milled and non-milled areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps, and shall be removed prior to placement of surface course pavement.

The Contractor shall provide access and detours at all times for pedestrian facilities when cold



milling. The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the cold mill operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

Existing pavement thicknesses, as measured by the City's geotechnical investigation, have been provided on the plans and in these specifications for reference purposes only. It shall be the contractor's responsibility to verify the existing pavement thickness and to adjust field operations accordingly in order to properly construct the proposed improvements.

Section 401, "Removal" of the Standard Specifications is supplemented by the following:

Removals shall include the removal of all materials to the depths shown on the plans.

Sawcut, excavation, removals, haul away, and fill necessary for these bid items shall be included and no additional compensation will be made thereof. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location.

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

If the milling operations results in the further degradation of the payment, the Contractor shall not continue the milling progress until the Engineer can address the issue. If the contractor fails to stop, the contractor will be liable for the damaged milled pavement and replace the failed section at their expense.

Milling depth at critical edges shall be adjusted to maintain a 3/8" lip from the finished surface of the proposed AC overlay to the critical edge. i.e. the AC surface shall not be greater the 3/8" higher than the edge of gutter

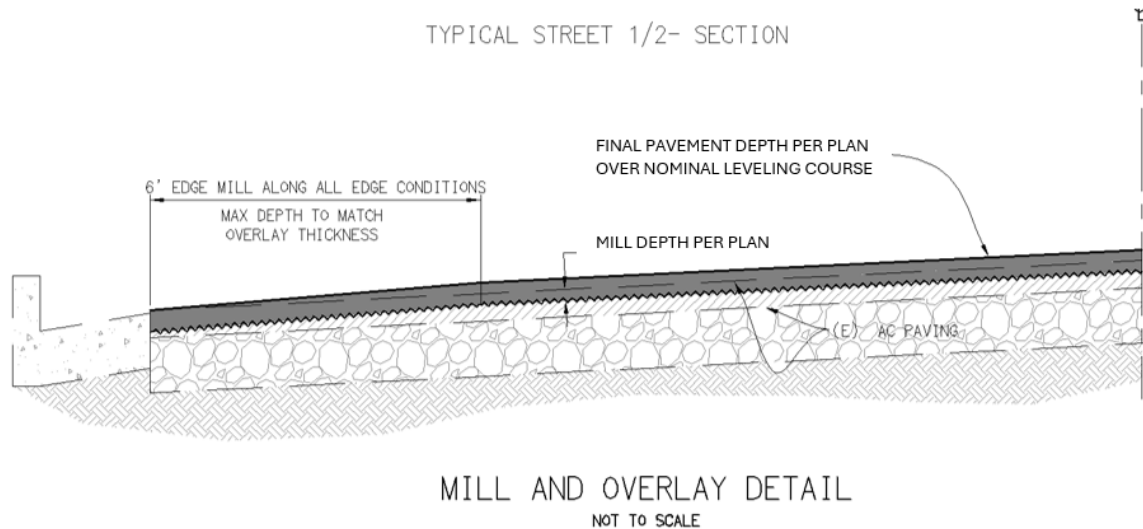
Payment: The contract unit bid price paid per **square foot** for Cold Milling Asphalt Concrete Surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, grinding, loading, hauling, recycling, providing recycling weight certification, reports, and incidentals, and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

TP18. EDGE MILLING ASPHALT CONCRETE SURFACING

Edge milling shall be performed in accordance with "Cold Milling Asphalt Concrete Surfacing". Edge milling shall occur along all edges where overlay and ARAM will occur.

Milling depth at critical edges shall be adjusted to maintain a 3/8" lip from the finished surface of the proposed ac overlay to the critical edge. i.e. the ac surface shall not be greater the 3/8" higher than the edge of gutter.

Edge milling shall be six feet wide and may taper from a zero-inch mill to the necessary depth discussed above.



Payment for conforming to the requirements of this section shall be included in the price **paid for other items** of work and shall include full compensation for all labor, materials, tools, equipment, grinding, loading, hauling, recycling, and incidentals, and for doing all work involved in edge milling asphalt concrete surfacing.

TP19. HOT MIX ASPHALT

HMA shall conform to Green Book section 203-6, "Asphalt Concrete". HMA shall be installed in accordance with Green Book section 302-5, "Asphalt Concrete Pavement."

Project Mix: C2-PG 70-10-R05

Existing pavement markers shall be removed flush with the existing pavement prior to constructing asphalt concrete pavement.

Where asphalt concrete pavement is designated to be constructed on existing aggregate base, the existing base shall be compacted and graded in accordance with Subsection 301-2.3, "Compacting," of the Standard Specifications.

The asphalt concrete pavement shall be spread with a self-propelled mechanical spreading and finishing machine.

The Contractor shall have sufficient workers and equipment necessary to accomplish proper placement and compaction of the asphalt concrete pavement to the satisfaction of the Engineer.

Ski arms to improve smoothness of paving operations are required on all paved streets with a 30 foot minimum length arm for paving.



TACK COAT:

Section 302-5.4 “Tack Coat” of the Standard Specifications are supplemented by the following:

A tack coat shall be applied uniformly upon the existing pavement planes and joints, gutters, inlets, manholes, etc. prior to placing the asphalt concrete. The tack coat shall be SS-1h emulsified asphalt per Section 203-3. The surface to be covered shall be free of water, foreign material, vegetation or dust before application of the tack coat.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking tack material onto existing pavement surfaces beyond the limits of construction. Existing striping and pavement markings which have been tacked with tack coat shall be repainted at the Contractor’s expense. Certain driveways which are heavily used during hours of construction as determined by the Engineer, shall remain open as long as possible, and tack shall be applied to areas along said driveways as soon as possible before the asphalt is placed, or the Contractor may provide some means of protecting the tack coat while traffic passes over it. The means of protection shall be utilized only after approval by the Engineer.

The Contractor shall clean existing concrete and asphalt surfaces of any tack coat tracked onto them, to the satisfaction of the Engineer.

A tack coat **shall** be applied between each course of paving regardless of when the previous course of asphalt was laid. The contractor shall not be allowed to omit the tack coat for any circumstance unless approved by the Engineer.

Payment: The contract unit bid price paid **per ton** for Hot Mix Asphalt shall include full compensation for all items of the work and all appurtenant work, including furnishing all materials, labor, equipment, tools and incidentals.

Full compensation for furnishing and applying emulsion (paint binder/ tack coat) shall be considered as included in the contract price paid for Hot Mix Asphalt.

TP20. TRAFFIC STRIPING AND PAVEMENT MARKINGS

All traffic stripes and markings shall be thermoplastic. Application of thermoplastic traffic stripes (lane lines, centerlines) and thermoplastic pavement markings (word and symbol markings, limit lines, crosswalk, etc.) shall conform to the provisions in Section 84, "Pavement Markings," of the latest State Standard Specifications and these Special Provisions.

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



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

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

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

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

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

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

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

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

TP21. PAVEMENT MARKERS

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

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

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

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

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

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

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

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

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

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

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

Payment: The compensation of Pavement Markers shall be included in the price **paid for other items** of work involved and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing in-kind



raised pavement markers and the items specified herein and no additional compensation shall be allowed therefor.

TP22. ADJUST VALVE TO GRADE

For all existing water valve and gas valve covers and for utility vaults, the Contractor shall notify the owners to adjust their facilities to grade. The Contractor shall loosen all valve covers immediately after paving. The Contractor shall paint all water valve covers blue and all gas valve covers yellow.

Payment: Loosening valve covers after paving and painting the covers shall be included in the **price paid for other items**. No compensation is proposed for adjusting valves to grade.

TP23. ADJUST MANHOLE TO GRADE

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

The contractor is responsible for obtaining timely written approval from other applicable agencies that have jurisdiction over other manholes found within the work area.

In areas where AC leveling course, and/or AC over milled pavement is constructed the Contractor shall adjust manhole frames and covers to grade when the finished surface of the newly constructed pavement is greater than one-half (1/2) inch higher than the existing manhole frame.

Raised manhole rings and covers shall have a Type II barricade with two flashing lights placed over each manhole until it is paved.

After the pavement has been completed, the necessary portions of the sub-grade, base, and pavement shall be neatly removed, the structure built-up, and the manhole frame set to be backfilled with PCC concrete and Type III-C3-PG 64-10 asphalt concrete. The asphalt concrete shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement. The asphalt concrete shall be placed within two (2) days after the manhole ring and cover has been adjusted to final grade, unless otherwise approved by the Engineer.

Payment: Full compensation for adjusting manholes to grade shall be made at the contract unit price paid **per each** and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved, complete in place, and no additional compensation will be allowed therefor. Adjustment of compensation will be made for any increase or decrease in the quantities of manholes at the stipulated unit price.

TP24. MINOR CONCRETE (RAMPS)

Concrete Curb Ramps shall be per SPPWC Standard Plan 111 and County of Riverside Standard Plans, case and type per plans. Concrete shall be Class 520-C-2500.



The geometry shown on the plans is representational. The final limits and geometry of the required curb ramp shall be verified and placed in the field by the contractor in order to ensure the required grades and clearances are obtained.

Curb and Gutter Shall be included in the limits of the Curb Ramp which includes the saw cutting and full AC reconstruction of a 3' wide (slot pavement with 2-sack PCC slurry) portion of AC pavement adjacent to the curb and gutter in order to achieve the required 5% maximum grade for 4' adjacent to the curb face. **A minimum of a 3' saw cut and pavement replacement will be required in all areas of curb return replacements adjacent to existing pavement not slated for grind and overlay.** In locations for a 3' slot pave with 2-sack PCC slurry is inadequate at achieving the required 5% maximum grade and would create adverse driving conditions for the 1' transition, each location shall be individually documented in the construction project files justifying the reason for non-compliance. The proposed pavement section shall be full depth asphalt paving to match the existing pavement section thickness.

Construction of any necessary retaining curbs at the back of ramp or wings of the ramp are included as part of this bid item. The contractor shall install retaining curbs within the ramps to ensure that the constructed ramp is fully ADA compliant while joining existing grades at the back of walk/ramp.

When curb ramp removal and installation is adjacent to PCC cross gutters that are not abandoned/buried then the concrete shall be sawcut 4" off the existing curb face, and the new concrete shall be doweled and epoxied into the existing cross gutter spandrel at 12" on center using 18" #4 bars.

All work within the 1' rumble strip at grade breaks of the sidewalk shall be considered as part of the curb ramp. All work past the 1' rumble strip, which has been approved by the engineer, shall be considered as extra sidewalk or curb and gutter items and will be paid for per the respective unit price.

Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. All sawcut locations along existing cross gutters shall be cut in a curve conforming to the existing curb return and shall be cut at a set offset from the flow line as approved by the City Engineer. The flow line shall be maintained, ensuring that ponding does not occur in the existing cross gutter.

Any and all Traffic Signals, or pedestrian push button poles, traffic signal poles and other surface mounted appurtenances shall be protected in place and/or re-attached as part of this bid item.

All pull boxes within curb ramp limits shall also be adjusted to the finished grade of the new curb ramp and shall be paid for per the unit price for each respective bid item.

All water or gas valve can and lids within curb ramp limits shall also be adjusted to the finished grade of the new curb ramp and shall be paid for per the unit price for each respective bid item.



The City Engineer shall have final say regarding the case and type of curb ramp to be installed and shall retain the right to revise the ramp designation at any point prior to construction.

The contractor shall verify existing grades in order to ensure full ADA compliance

Curb ramps shall be constructed with detectable warning surfacing complying with California Building Code Title 24. Detectable warning surfacing shall consist of vitrified polymer composite, with at least 25% by weight aluminum oxide, nominally 0.20" thick, colorfast and UV stable. Panels must be embedded in new ramps. Embedded panels shall have perforated embedment ribs at 3" on center, at least 1" deep.

Other physical characteristics shall be as follows:

Compressive Strength	Greater than 18,000 psi	ASTM D 695
Flexural Strength	Greater than 24,000 psi	ASTM D 790
Tensile Strength	Greater than 10,000 psi	ASTM D 638
131		
Water Absorption	Less than 0.35%	ASTM D 570
Slip Resistance	Greater than 0.80	ASTM C 1028
Flame Spread	Index Less than 25	ASTM E 84
Salt Spray	No Change (200 hours)	ASTM B 117
Chemical Stain Testing	No Deterioration	ASTM 1308
Abrasion Resistance	Less than 0.030 (1,000 cycles)	ASTM D 2386
Accelerated Weathering	No Damage (2,000 hours)	ASTM G 29
Load Bearing at 16,000 lbs.	No Damage	AASHTO-H20
Freeze / Thaw / Heat	No Disintegration	ASTM C 1026

The color of the panels shall be yellow complying with the Federal Standard 595B, color No. 33538. truncated domes. The Contractor shall install panels in accordance with manufacturer's recommendations. The cost of installing detectable warning service panels on new ramps shall be included in the cost of the curb ramp.

All landscaping, irrigation lines, if any, and related work to return the area to its original condition.

Retrofitting detectable warning surfaces on existing ramp or walkway surfaces shall be paid for as part of their respective bid items.

Payment: The contract unit price bid per **each** for the item "MINOR CONCRETE (RAMPS)" shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved.

TP25. CURB RAMP DETECTABLE WARNING SURFACE

This work includes installing detectable warning surfaces on the curb ramps or as necessary to bring the ramp into compliance.



Curb ramps shall be constructed with detectable warning surfacing complying with California Building Code Title 24. Detectable warning surfacing shall consist of vitrified polymer composite, with at least 25% by weight aluminum oxide, nominally 0.20" thick, colorfast and UV stable. Panels must be embedded in new ramps. Embedded panels shall have perforated embedment ribs at 3" on center, at least 1" deep.

Other physical characteristics shall be as follows:

Compressive Strength	Greater than 18,000 psi	ASTM D 695
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Load Bearing at 16,000 lbs.	No Damage	AASHTO-H20
Freeze / Thaw / Heat	No Disintegration	ASTM C 1026

The color of the panels shall be yellow complying with the Federal Standard 595B, color No. 33538. truncated domes. The Contractor shall install panels in accordance with manufacturer's recommendations. The cost of installing detectable warning service panels on new ramps shall be included in the cost of the curb ramp.

The manufacturer must provide a written 5-year warranty for detectable warning surface, guaranteeing replacement when there is a defect in the dome shape, color fastness sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Payment: "CURB RAMP DETECTABLE WARNING SURFACE" for new ramps shall be considered as included with the contract unit price paid for the MINOR CONCRETE (RAMPS). For existing ramps the contract unit bid price **per each** for the item "CURB RAMP DETECTABLE WARNING SURFACE" shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.



TP26. GUARANTEE

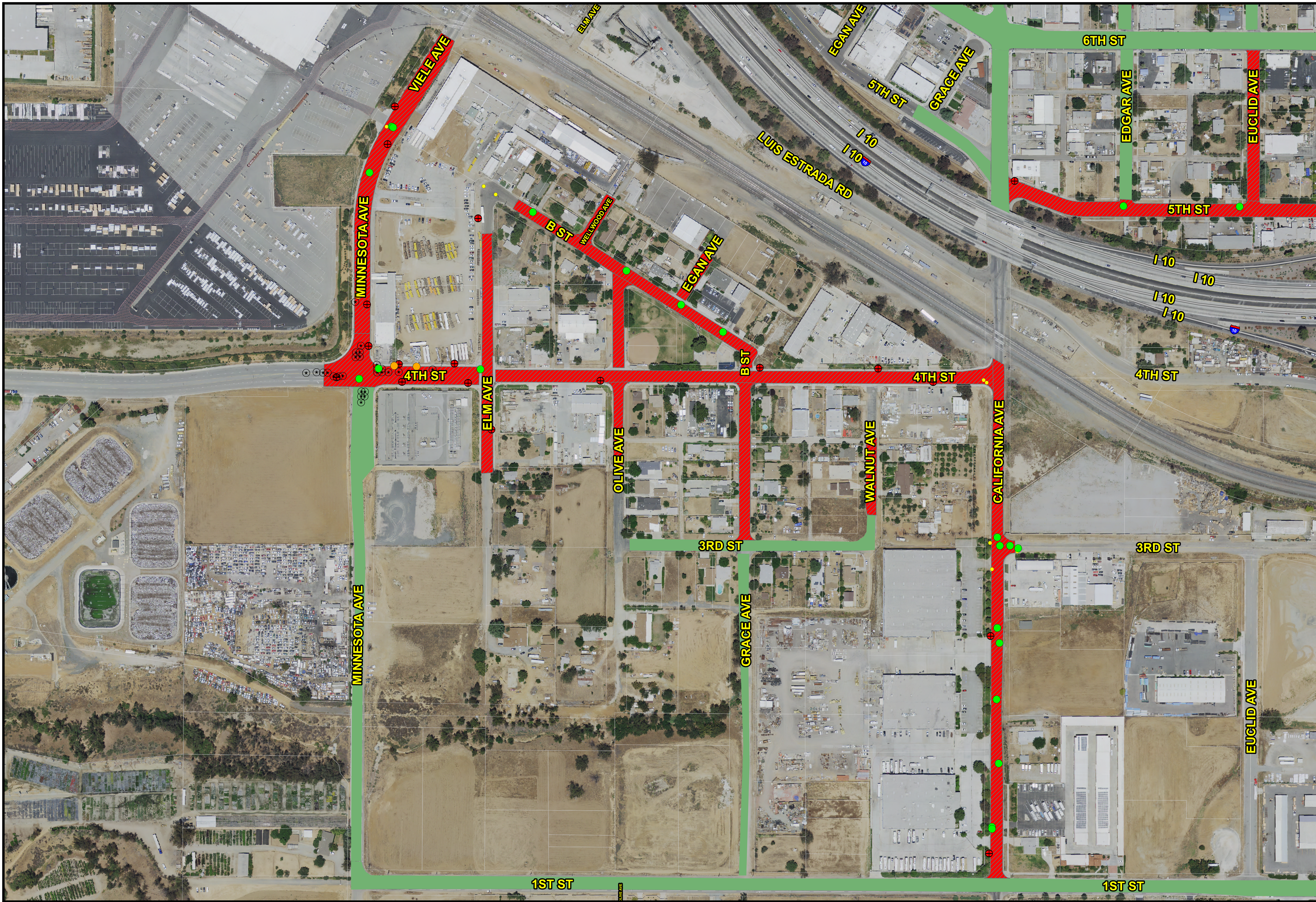
In addition to guarantees required elsewhere, the contractor shall and hereby does guarantee all Work for a period of one (1) year after the date of acceptance of the Work by the City and shall repair and replace any and all such Work, together with any other work which may be displaced in so doing that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



CONTRACT DRAWINGS

All standard drawings and detailed provisions referenced in the Contract Documents shall be considered part of the contract drawings. These drawings include, but are not limited to, the following standard drawings and detailed provisions:

1. **City of Beaumont Public Works Standard Drawings:** latest standards available at <https://www.beaumontca.gov/1236/Standards>
2. **County of Riverside Standards and Specifications (Ordinance 461):** latest edition available at: <https://rctlma.org/trans/Land-Development/Road-Standards>)
3. **County of Riverside Flood Control and Water Conservation District Standard Drawings:** latest edition available at: <http://content.rcflood.org/downloads/Standard%20Drawings/@@Standard%20Drawings%2007102019.pdf>)
4. **Caltrans Standard Plans and Caltrans Revised Standard Plans:** latest edition available at: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>)
5. **Greenbook Standard Specifications for Public Works Construction:** latest standards available at: <https://www.bnibooks.com/products/standard-plans-for-public-works-construction-2021-edition>
6. **Bid Plans:** Construction Plans for Citywide Street Rehabilitation and Maintenance Project FY24 are a part of the construction contract documents.

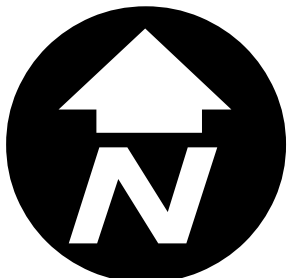


Legend

- Sewer Manhole
- Stormdrain Manhole
- ⊙ Traffic Loop
- Gas Valve
- Edison Vault

FY 2024 Streets Project

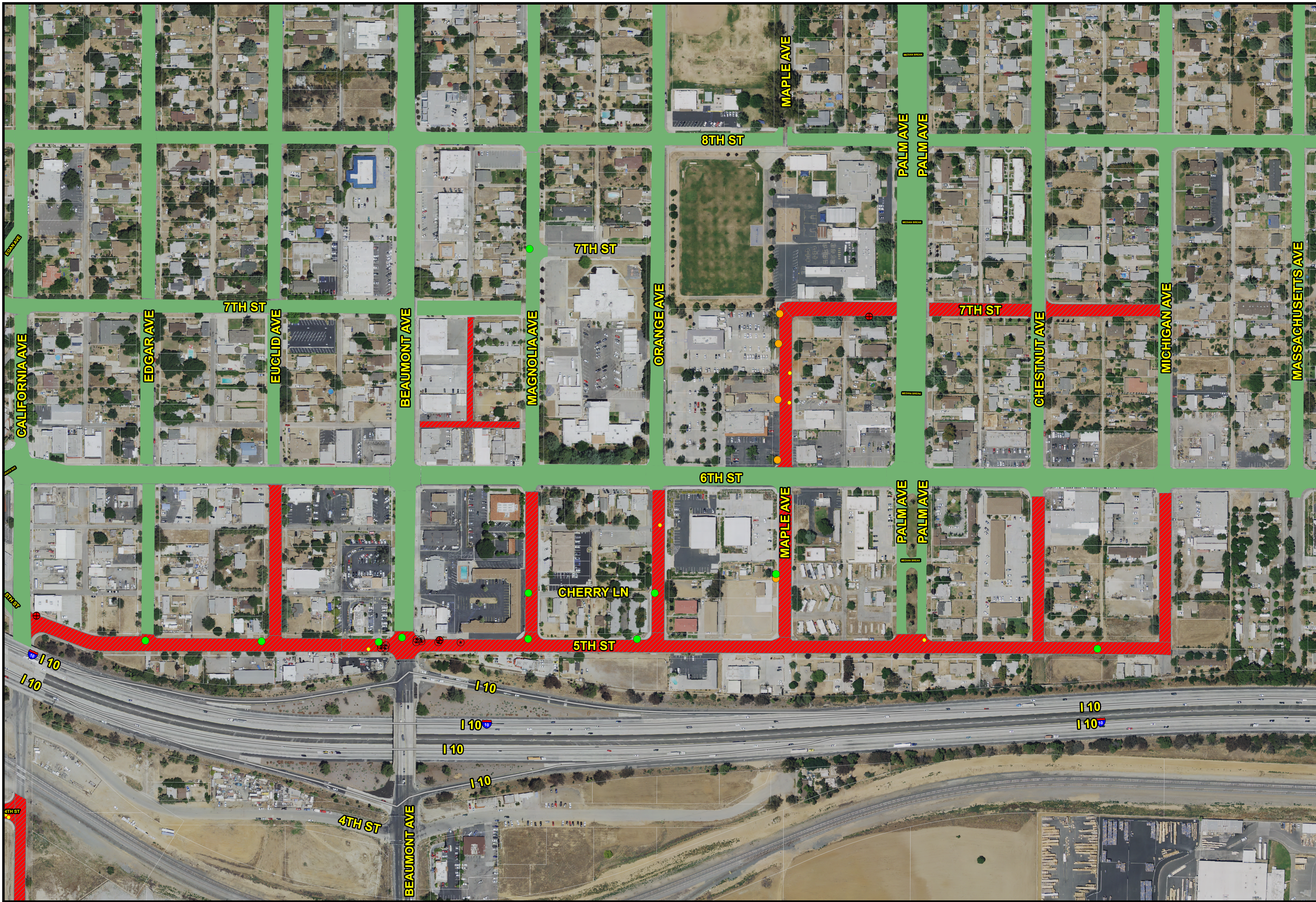
- Slurry
- Full-Depth
- Mill
- Completed Streets



CITY OF BEAUMONT
Citywide Street Rehabilitation and Maintenance FY24
PUBLIC WORKS DEPARTMENT

Date Created: 5/14/2024

Public Works Department
 550 E. 6th Street
 Beaumont, CA 92223
 (951) 769-8522
www.beaumontca.gov

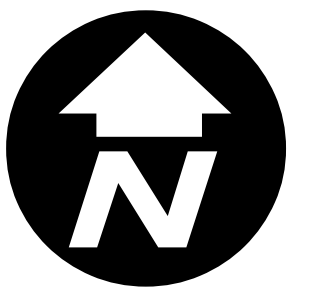


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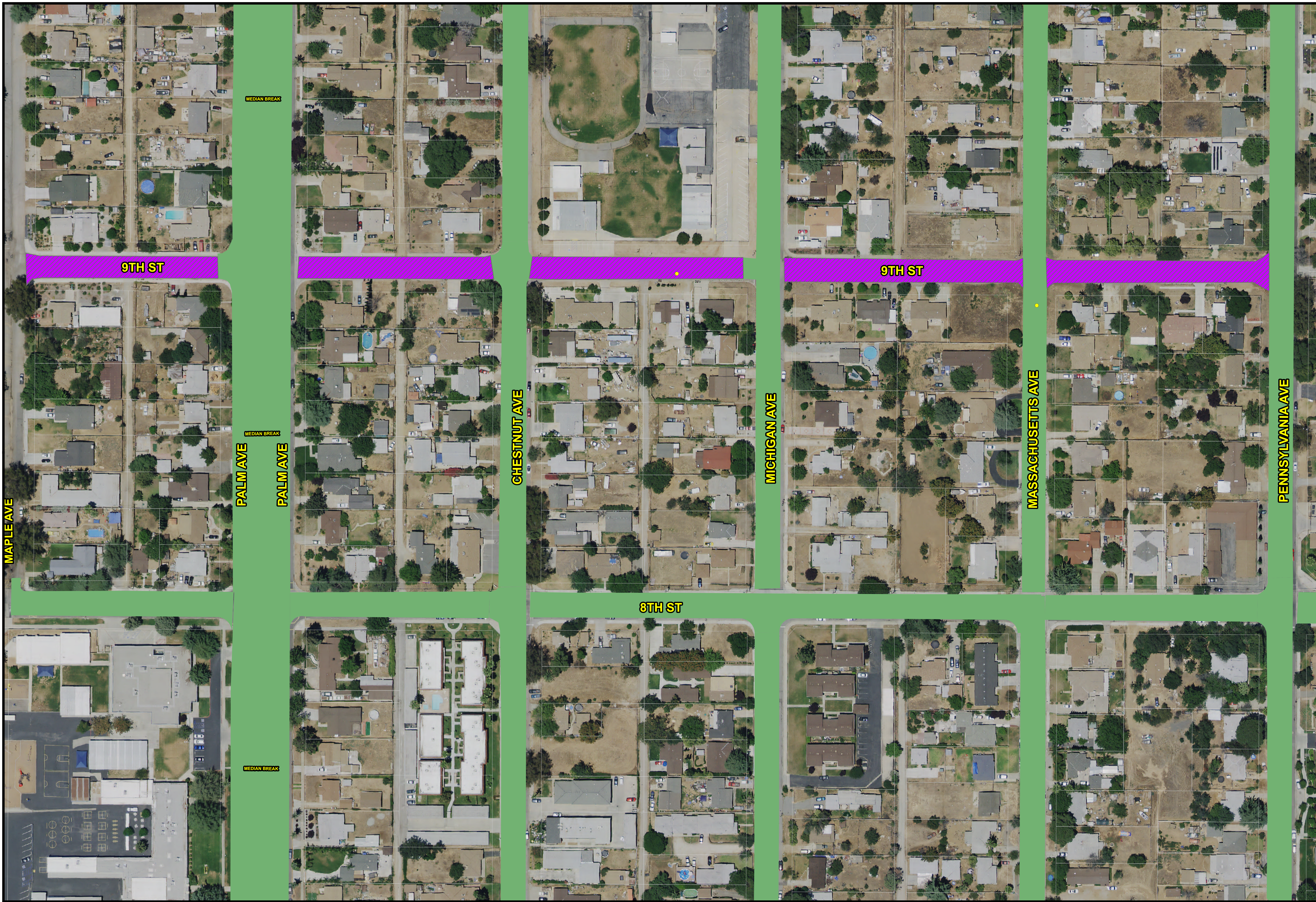
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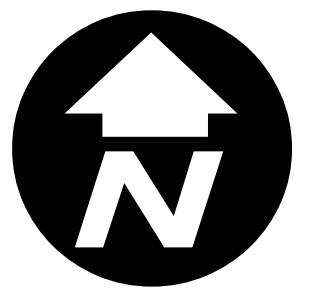


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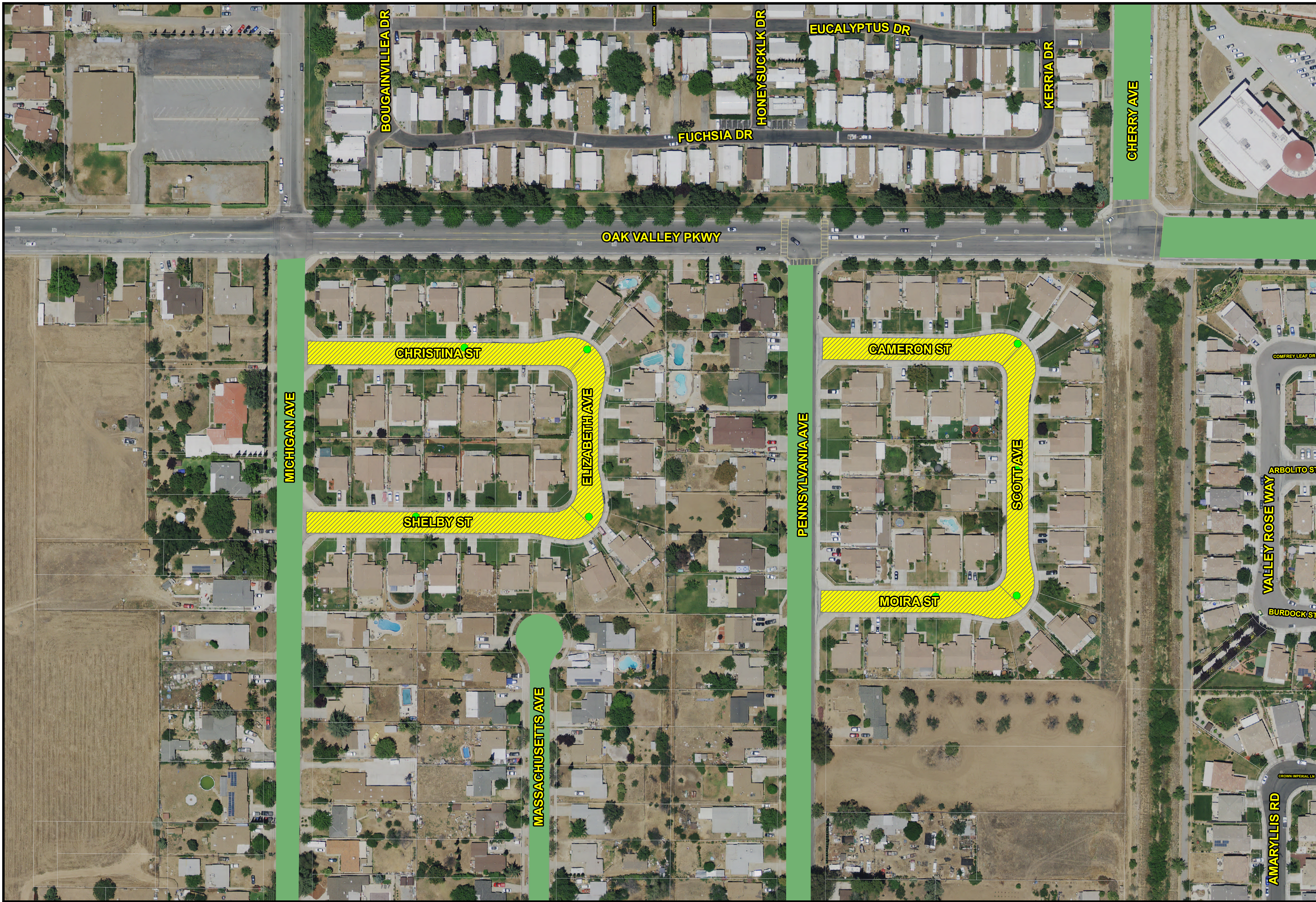
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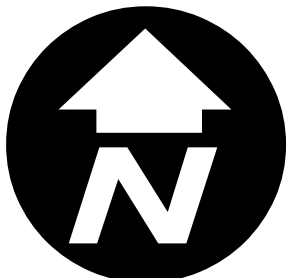


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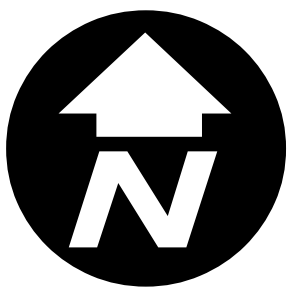
Street Name	From	To	Treatment	Area (SF)	Location
Fourth	Elm	California	Mill	66356.41835	4th
Walnut	Third	Fourth	Mill	14850.22947	4th
Grace	Third	Fourth	Mill	19963.02041	4th
Olive	Fourth	B	Mill	11833.10612	4th
B	Elm	Fourth	Mill	36613.18673	4th
Elm	S/O Fourth	B	Mill	28629.24837	4th
Wellwood	B	End	Mill	6452.335587	4th
Egan	B	End	Mill	6475.142492	4th
Fourth	Viele	Elm	Mill	41026.01325	4th
Viele	Fourth	UPRR	Mill	58534.60767	4th
California	First	Fourth	Mill	68168.14432	4th
Olive	S/O Fourth	Fourth	Mill	9009.766438	4th
Elizabeth	Christina	Shelby	Slurry	11297.89578	TownCenter
Christina	Michigan	Elizabeth	Slurry	17692.95562	TownCenter
Shelby	Michigan	Elizabeth	Slurry	17043.67062	TownCenter
Scott	Cameron	Moir	Slurry	16246.92603	TownCenter
Cameron	Pennsylvania	Scott	Slurry	12425.00625	TownCenter
Moir	Pennsylvania	Scott	Slurry	12174.13472	TownCenter
Ninth	Palm	Chestnut	Full-Depth	11729.71976	TownCenter
Ninth	Chestnut	Michigan	Full-Depth	12742.96184	TownCenter
Ninth	Michigan	Massachusetts	Full-Depth	15147.5799	TownCenter
Ninth	Massachusetts	Pennsylvania	Full-Depth	13867.60925	TownCenter
Ninth	Maple	Palm	Full-Depth	11576.46681	TownCenter
Maple	Sixth	Seventh	Mill	21853.61134	TownCenter
Seventh	Maple	Plam	Mill	17454.28662	TownCenter
Seventh	Plam	Chestnut	Mill	14747.33944	TownCenter
Seventh	Chestnut	Michigan	Mill	15613.62289	TownCenter
Fifth	California	Beaumont	Mill	48282.05034	Towncenter
Fifth	Beaumont	Michigan	Mill	115594.686	Towncenter
Magnolia	5th	6th	Mill	19133.15457	Towncenter
Orange	5th	6th	Mill	19733.31299	Towncenter
Maple	5th	6th	Mill	19765.57662	Towncenter
Chestnut	5th	6th	Mill	19425.26571	Towncenter
Michigan	5th	6th	Mill	19686.88805	Towncenter
Fifth	McDonalds	Beaumont	Mill	6385.473953	Towncenter
Euclid	Sixth	Fifth	Mill	20624.52727	Towncenter
Alley E/o Beaumont Ave	Sixth	Seventh	Mill	14220.89994	TownCenter
Massachusetts	Sixth	Eighth	Slurry	45548.62317	Towncenter
Massachusetts	Eighth	Tenth	Slurry	19680.87073	Towncenter

FY24 Street Project Ramp Rehabilitation						
#	Street	Cross Street/Location	Corner	Case	Repair Description	Area (sf)
1	9th	Palm	SW	B	Truncated Domes	
2	9th	Maple	NE	B	Truncated Domes	
3	9th	Maple	SE	B	Truncated Domes	
4	7th	Palm	NW	A	Truncated Domes	
5	7th	Palm	NE	A	Truncated Domes	
6	7th	Palm	SW	A	Truncated Domes	
7	7th	Palm	SE	A	Truncated Domes	
8	California	1st	NE	A	Complete Removal and Replacement	145
9	California	3rd	SE	A	Complete Removal and Replacement	345
10	4th	B St	NW	A	Complete Removal and Replacement	220
11	4th	B St	NE	B	Truncated Domes	
12	B St	Park Corner	SW	A	Complete Removal and Replacement	240
13	B St	Egan	NE	A	Complete Removal and Replacement	285
14	B St	Olive	SE	A	Complete Removal and Replacement	210
15	4th	Viele	NW	B	Truncated Domes	
16	Viele	Driveway	NW	A	Complete Removal and Replacement	270
17	Viele	Driveway	SW	A	Complete Removal and Replacement	320
18	5th	Beaumont Ave	SE	D	Complete Removal and Replacement	89
19	5th	Beaumont Ave	SW	A	Complete Removal and Replacement	186
20	5th	Beaumont Ave	NW	A	Complete Removal and Replacement	332
21	5th	Beaumont Ave	NE	A	Complete Removal and Replacement	291
22	6th	Maple	SE	A	Complete Removal and Replacement	200

AC Mill Schedule:
California & Viele: 3" (0.25') Mill
All other "Mill" Streets: 2" (0.17') Mill

New Pavement Depth & Overlay Schedule:
California & Viele: 4" (0.33') Overlay
All other "Mill" Streets: 2" (0.17') Overlay
9th Street: 4" (0.33') New Asphalt Section

Striping Schedule:
Restore and Re-establish all Existing Striping
5th Street: Add Centerline Striping from Beaumont Avenue to Maple Avenue



CITY OF BEAUMONT
Citywide Street Rehabilitation and Maintenance FY24
PUBLIC WORKS DEPARTMENT

Date Created: 5/14/2024



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)



BID FORM

NAME OF BIDDER: Match Corporation

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

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
BASE BID	Two million five hundred forty-six thousand	\$2,546,000. ⁰⁰
ADDITIVE A	Twenty-nine thousand four hundred	\$29,400. ⁰⁰
TOTAL BID PRICE	Two million five hundred seventy-five thousand four hundred	\$2,575,400. ⁰⁰

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



**BASE BID
BID SCHEDULE
CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	TEMPORARY CONSTRUCTION SIGN	4	EA	\$1,830. ⁰⁰	\$7,320. ⁰⁰
2	DIG OUTS	10,000	SF	\$16. ⁷⁰	\$167,000. ⁰⁰
3	SLURRY SEAL, TYPE II	75	ELT	\$850. ⁰⁰	\$63,750. ⁰⁰
4	COLD MILL ASPHALT CONCRETE SURFACING [2" (0.17') DEPTH]	613,800	SF	\$0. ³⁹	\$239,382. ⁰⁰
5	COLD MILL ASPHALT CONCRETE SURFACING [3" (0.25') DEPTH]	126,800	SF	\$0. ⁴⁹	\$62,132. ⁰⁰
6	HOT MIX ASPHALT, TYPE C2-PG 70-10-R05	12,020	TN	\$108. ⁰⁰	\$1,298,160. ⁰⁰
7	AC REMOVAL (9TH ST)	65,100	SF	\$0. ⁶⁸	\$44,268. ⁰⁰
8	ROADWAY EXCAVATION AND RECOMPACTION (9TH ST)	2410	CY	\$27. ⁰⁰	\$65,070. ⁰⁰
9	UNSUITABLE MATERIAL (9TH ST)	1610	CY	\$56. ⁰⁰	\$90,160. ⁰⁰
10	CRUSHED AGGREGATE BASE (9TH ST)	1610	CY	\$122. ⁰⁰	\$196,420. ⁰⁰
11	TRAFFIC STRIPPING AND PAVEMENT MARKINGS (in-kind replacement w/ current width requirements)	1	LS	\$56,068. ⁰⁰	\$56,068. ⁰⁰
12	TRAFFIC LOOPS	35	EA	\$580. ⁰⁰	\$20,300. ⁰⁰
13	MINOR CONCRETE (CURB RAMP CASE A)	12	EA	\$12,000. ⁰⁰	\$144,000. ⁰⁰
14	MINOR CONCRETE (CURB RAMP CASE D)	1		\$12,000. ⁰⁰	\$12,000. ⁰⁰
15	CURB RAMP DETECTABLE WARNING SURFACE	9	EA	\$1,330. ⁰⁰	\$11,970. ⁰⁰
16	ADJUST RIM TO GRADE	40	EA	\$1,700. ⁰⁰	\$68,000. ⁰⁰
PROJECT BASE BID SUBTOTAL:					\$2,546,000.⁰⁰



ADDITIVE BID A

BID SCHEDULE

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

Additive Bid Item A would add one additional inch of overlay depth to Olive, Grace, and Walnut Avenue (South of 4th Street), as well as the alleyway between Magnolia and Beaumont Avenue.

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
ADD 6	HOT MIX ASPHALT, TYPE C2-PG 70-10-R05	350	TN	<u>\$ 84.⁰⁰</u>	<u>\$ 29,400.⁰⁰</u>
PROJECT BASE BID SUBTOTAL:					<u>\$ 29,400.⁰⁰</u>

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

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



Addendum No. 1 CIP R-36 Citywide Street Rehabilitation Project FY24

This addendum is for the purpose of adding, clarifying, or deleting certain information to the construction contract documents as follows:

Questions & Answers

1. Can the City provide the Engineer's estimate for the project?

City of Beaumont Response: The City does not provide an Engineer's estimate.

Revised Plans

The Slurry Seal on Massachusetts Ave has been removed from the scope of work for this project and is no longer shown on the plans. Sheet 2 and Sheet 3 of the construction plans have been revised and are attached to this addendum for use.

Revised Basis of Bid

Bid Item 3 (Slurry Seal Type II) has been revised as a result of the removal of slurry seal on Massachusetts Avenue from the scope of work for this project. A revised Basis of Bid is attached to this addendum and shall be used by the Contractor for bidding on this project. Only Bid Item 3 has been changed, all other bid item quantities remain the same.

Caltrans Permit

The Caltrans Permit for the work at Beaumont Ave. and 5th Street is attached for use, including approved traffic control plans. The permit has been extended to December of 2024, and the permit extension is also attached. The contractor will be responsible to perform the work and traffic control at this location in accordance with the approved Caltrans Permit.

Caltrans will require the following items prior to work being performed under the permit:

- 1) Signed Form TR-0429
- 2) Contractor's copy of the bonds with the local agency, as applicable
- 3) Contractor's award / contract document with the local agency to establish that they are the prime contractor for the work.
- 4) Contractor's copy of the Certificate of Liability Insurance (with endorsement page) that names Caltrans as additional insured with the statement, "the State of California, the



California Department of Transportation, the directors, officers, employees, and/or agents of the State of California and/or the California Department of Transportation” as named additional insureds for purposes of an Encroachment Permit. Coverage needs to include, general liability, automotive, and worker’s compensation with limits of coverage for each of at least \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess.

Attachments

The following attachments are made a part of this addendum.

- Revised Basis of Bid
- Revised Construction Plan Sheets 2 & 3
- Approved Caltrans Permit & Traffic Control Plans
- Approved Caltrans Permi Extension

Dated: June 7, 2024

By: Matich Corporation
(Bidder’s Company Name)

Date Received by Bidder:

Robert M. Matich
(Bidder’s Signature)

June 7, 2024

ROBERT M. MATICH
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

End of Addendum No. 1



Addendum No. 2 CIP R-36 Citywide Street Rehabilitation Project FY24

This addendum is for the purpose of adding, clarifying, or deleting certain information to the construction contract documents as follows:

Revised Specifications

Technical Specification Section TP13 for Roadway Excavation and Compaction is revised as follows:

“This work includes excavating and recompacting the subgrade to a nominal depth of **12-inches below the bottom of the proposed crushed aggregate base section**. Work shall be in accordance with Section 301-1 of the standard specifications.”

Revised Basis of Bid

Bid Item 8 (Roadway Excavation and Recompaction) has been revised as a result of the revised Technical Specification TP13. A revised Basis of Bid is attached to this addendum and shall be used by the Contractor for bidding on this project. Only Bid Item 8 has been changed, all other bid item quantities remain the same as was provided in Addendum #1.

Attachments

The following attachments are made a part of this addendum.

- Revised Basis of Bid



Dated: June 12, 2024

By: Matich Corporation
(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich
(Bidder's Signature)

June 13, 2024

Robert M. Matich
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

End of Addendum No. 2



BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 149783

Expiration Date November 30, 2025

Class of license A & B

If the bidder is a joint venture, each member of the joint venture must include the above information.

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

1. Addenda No. 1 thru 2
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

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

Name of Bidder Matich Corporation

Signature Robert M. Matich

Name and Title Robert M. Matich, President

Dated June 20, 2024



CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

Name of Bidder Matich Corporation

Signature *Robert M. Matich*

Name and Title Robert M. Matich, President

Dated June 20, 2024



BID BOND

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

The makers of this bond are,

Match Corporation

as Principal, and

Liberty Mutual Insurance Company

, as Surety

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated June 20, 2024, for

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

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

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



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 28th day of May, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

Match Corporation

Principal

By

Vice President Estimating

Title

(Corporate Seal)

Liberty Mutual Insurance Company

Surety

By

Leigh McDonough

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Attorney-in-Fact

Title

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 SAN BERNARDINO }

On 5/30/2024 before me, G.M.Bernal Kleespies Notary Public,
(Here insert name and title of the officer)

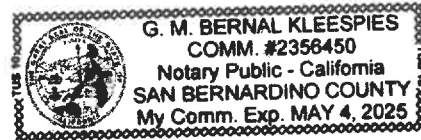
personally appeared JASON G JONES,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

G M Bernal Kleespie
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID BOND

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



See Attached Notary Acknowledgment

STATE OF CALIFORNIA)
) ss.

CITY OF _____)

On this _____ day of _____, in the year 20____, before me,
_____, a Notary Public in and for said state, personally
appeared _____, known to me to be the person
whose name is subscribed to the within instrument as the Attorney-In-Fact of the
(Surety) acknowledged to me that he subscribed the name of the
_____ (Surety) thereto and his own name as Attorney-In-
Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

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.

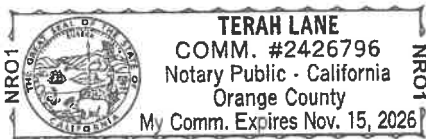
State of California)
County of Orange)

On MAY 28 2024 before me, Terah Lane, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Leigh McDonough
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 [Handwritten 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's Name: _____
Corporate Officer -- Title(s): _____
Partner -- Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211253-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Alvarado, Jeri Apodaca, Kevin Cathcart, Vanessa Copeland, Maria Guise, Terah Lane, Kim Luu, Leigh McDonough, Michael D. Parizino, Lisa Pellerito, Rachelle Rheault, Mark Richardson, Heather Saltarelli, James Schaller

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



DESIGNATION OF SUBCONTRACTORS

CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

Portion of the Work	Subcontractor	Location of Business	% of Work
Traffic Loops	Smithson Electric	1938 Katella Ave. Orange, CA 92867	.68%
Manholes	EBS Utilities Adjusting	1320 East 6th Street, Suite 100 Corona, CA 92879	2.12%
Slurry Seal	American Asphalt South	14436 Santa Ana Ave. Fontana, CA 92337	1.51%
Striping	Cal Stripe	2040 E. Steel Road Colton, CA 92324	1.94%



Portion of the Work	Subcontractor	Location of Business	% of Work

Name of Bidder Match Corporation

Signature *Robert M. Matich*

Name and Title Robert M. Matich, President

Dated June 20, 2024



INFORMATION REQUIRED OF BIDDERS
CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

A. INFORMATION ABOUT BIDDER

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

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

1.0 Name of Bidder: Matich Corporation

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 1596 Harry Sheppard Blvd, San Bernardino, CA 92408

(909) 382-0113
Facsimile Number

(909) 382-7400
Telephone Number

4.0 License Information:

<u>149783</u>	<u>Class A & B</u>	<u>November 30, 2025</u>
License No.	Class of License	Expiration Date

1000004260
DIR Registration No.

5.0 How many years has Bidder’s organization been in business as a Contractor?

105

5.1 How many years has Bidder’s organization been in business under its present name? 70

6.0 Under what other or former names has Bidder’s organization operated?

Matich Brothers

7.0 If Bidder’s organization is a corporation, answer the following:

INFORMATION REQUIRED OF BIDDERS



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **149783**

Entity **CORP**

Business Name **MATICH CORPORATION**

Classification(s) **A B**

Expiration Date **11/30/2025**

www.csib.ca.gov



Contractor Information

Legal Entity Name
MATICH CORPORATION
Legal Entity Type
Corporation
Status
Active
Registration Number
1000004260
Registration effective date
7/1/2022
Registration expiration date
6/30/2025
Mailing Address
P O BOX 10 HIGHLAND 92346 CA United States of America
Physical Address
1596 E HARRY SHEPPARD BLVD SAN BERNARDINO 92408 ...
Email Address
Trade Name/DBA
MATICH CORPORATION
License Number(s)
CSLB:149783

Registration History

Effective Date	Expiration Date
6/5/2018	6/30/2019
5/8/2017	6/30/2018
6/7/2016	6/30/2017
7/8/2015	6/30/2016
12/22/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

Legal Entity Information

Corporation Number:
Federal Employment Identification Number:
President Name:
Robert Matich
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agent of Service Name:
Robert Matich
Agent of Service Mailing Address:
1596 Harry Sheppard Blvd. San Bernardino 92408 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No



- 7.1 Date of Incorporation: November 12, 1954
- 7.2 State of Incorporation: California
- 7.3 President's Name: Robert M. Matich
- 7.4 Vice-President's Name(s): Jason G. Jones, Jacob O. Reade
- 7.5 Secretary's Name: Randall S. Valadez
- 7.6 Treasurer's Name: Randall S. Valadez

8.0 If an individual or a partnership, answer the following:

- 8.1 Date of Organization: N/A
- 8.2 Name and address of all partners (state whether general or limited partnership): N/A

9.0 If other than a corporation or partnership, describe organization and name principals: N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.

California

11.0 What type of work does the Bidder normally perform with its own forces?

AC Paving, Grading and Site Concrete

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when,



Corporate Resolution

At a meeting of the Board of Directors of MATICH CORPORATION, a California corporation duly called and held on the 15th day of October 2021, a quorum being present the following RESOLUTION was adopted:

Resolved, the Corporate Officers for Matich Corporation are:

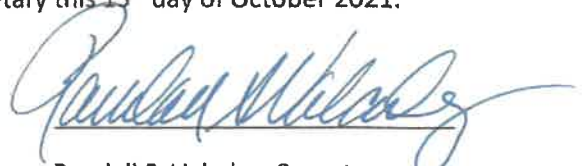
PRESIDENT	ROBERT M. MATICH
VICE PRESIDENT & TREASURER	RANDALL S. VALADEZ
VICE PRESIDENT & CORPORATE SECRETEARY	RANDALL S. VALADEZ
VICE PRESIDENT – ESTIMATING	JASON G. JONES
VICE PRESIDENT – CONSTRUCTION OPERATIONS	JACOB O. READE

FURTHER RESOLVED, that the above listed Corporate Officers are duly authorized to sign document (bids, contracts, etc.) as may be necessary on behalf of MATICH CORPORATION.

I, Randall S. Valadez, Secretary of MATICH CORPORATION have compared the foregoing RESOLUTION with original thereof, as it appears in the records of the Board of Directors of said company, and do so certify that the same is true and correct transcript there from, and of the whole said original RESOLUTION.

I further certify that said RESOLUTION has not been amended or revoked and is still in full force and effect.

IN WITNESS THEREOF, I hereunto set my hand as such Secretary this 15th day of October 2021.



Randall S. Valadez, Secretary



where, and why:

No

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract?

If so, attach a separate sheet of explanation:

No

14.0 List Trade References:

World Oil Refining - 9302 Garfield Avenue, South Gate, CA 90280

Quinn Equipment - P.O. Box 351, Riverside, CA 92502

Robertson's Ready Mix - 200 S. Main Street, Suite 200, Corona CA 92878

15.0 List Bank References (Bank and Branch Address):

Citizens Business Bank

818 North Mountain Avenue, Upland, CA 91786

16.0 Name of Bonding Company and Name and Address of Agent:

Alliant Insurance Services, Inc.

Heather Saltarelli

18100 Von Karman Ave., 10th Floor, Irvine, CA 92612



B. LIST OF CURRENT PROJECTS (Backlog)

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

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
*See enclosed	Job List			

MATCH CORPORATION - JOB LIST

Job #	Contract #	Agency/General	Job Name	Location	Contract Amount	Contact	Phone #
19-026	3945	Cooley Construction	LGI Homes - Cypress Point Tr. 15598	Victorville	\$209,201	Ben Cooley	760-948-8400
				2019 Running Total:	\$38,972,405		
				2020 Running Total:	\$54,313,982		
21-007	4026	Cooley Construction	Domani - Tract 30966	Indio	\$161,880	Ben Cooley	760-948-8400
21-017	4035	Cooley Construction	Rancho Mirage Phase 6 Streets	Rancho Mirage	\$471,168	Ben Cooley	760-948-8400
21-022	0293	Myers & Sons Construction	Coachella T-1 & T-2 Pump Station	Coachella	\$75,537	Aleandra Rodriguez	323-559-5800
21-033	4040	Cooley Construction	Terramor PA 12 Irontree 2	Corona	\$120,902	Ben Cooley	760-948-8400
21-051	08-1L9804	Powell Constructors, Inc	Emergency Work-Watershed/Debris Flow Mitigation	Angelus Oaks	\$150,000	Joe Schulte	909-356-8880
				2021 Running Total:	\$39,121,866		
22-029		Los Angeles Engineering	Sierra Avenue Widening	Fontana	\$1,327,588	Jayson Lau	626-454-5222
22-041	4072	Cooley Construction Inc.	Central Gas & Mart	Apple Valley	\$289,272	Ben Cooley	760-948-8421
22-050		Roadway Engineering	County Line Rd.	Calimesa	\$901,527	Eric Alvarez	951-940-0045
22-053		Ames Construction	BNSF Ono Lead Track Extension	San Bernardino	\$180,290	Mike Boer	951-356-1275
22-054	4078	Cooley Construction	Terramor Tr. 38051-1 & -2	Corona	\$217,574	Ben Cooley	760-948-8421
22-064	210804	City of Rialto	Various Streets Reconstruction Project	Rialto	\$18,155,605	Art Cervantes	909-451-4999
22-068		Ortiz Enterprises, Inc.	Dune Palms Rd. Bridge Project	La Quinta	\$249,909	Mike Adams	949-202-7233
22-069		H&H General Contractors	Santa Ana River Trail Ph. 3	San Bernardino	\$395,430	Rick Garabedian	909-891-1877
22-070		Weka, Inc.	FY 2020/2021 Non-Potable Offsite Pipeline	Palm Desert	\$716,832	Mark Sisemore	909-425-8700
				2022 Running Total:	\$71,577,102		
23-010	4090	Cooley Construction	Victor Valley Conn Access Road	Victorville	\$426,723.00	Ben Cooley	760-948-8400
23-012	230501	Ames Construction	BNSF Muscat Spur Project	Fontana	\$1,453,680.00	Mike Boer	951-356-1275
23-013	17-006-S	Downing Construction	Regional Sewer Conveyance Line	Desert Hot Springs	\$183,271.55	Kevin Ellis	909-382-7400
23-016	4099	Cooley Construction	Desert Willow Village II Rev. 1	Victorville	\$149,388.00	Ben Cooley	760-948-8421
23-019	1485	Sukut Construction	Caltrans Route 189 Emergency Work		\$200,000.00	Matt Bahnsen	
23-020	230505	Ames Construction	UPRR Inland Empire Intermodal Terminal, MA-000190-2023	Bloomington	\$326,553.96	Gerard F. Miller	602-431-2111
23-022	2213	Downing Construction	Adams Street Water Main Replacement	Palm Desert	\$49,452.00	Kevin Ellis	909-382-7400
23-029	4089	Cooley Construction	LGI Northgate Indio Tr. 37075 & 37076	Indio	\$430,978.00	Land Dilbeck	760-998-7444
23-033		Weka, Inc.	30 Ave. Caballeros Pipeline Project	Palm Springs	\$62,175.00	Jared Hirmler	909-425-8700
23-034		G.L. Gayler Construction	Indian Palms RV	Indio	\$237,050.00	Larry Gayler	760-399-5308
23-035		M.L.C Constructors	Millor HS	Rialto	\$14,300.00	Karina Chavez	951-393-0781
23-048	230508	Ames Construction	Emergency Theodore St. Overpass Hwy. 60	Moreno Valley	\$25,000.00	Mark Blioki	951-415-3765
23-049		Sukut Construction	Unit 2 Ph. 5-1 Liner at San Timoteo Landfill	Moreno Valley	\$92,796.00	Nick Campbell	916-633-4459
23-056	2306FO	Kasa Construction	Jurupa Ave. Landscape Median Project	Fontana	\$1,183,010.00	Hector Zavala	909-457-8260
23-057	1169	MSL Electric	AVA Regional Project, Phase 2	Palm Springs	\$22,180.00	Eduardo Avina-Haupt	714-693-4837
23-063	230510	Ames Construction	CVE 66 Water Main Ph. 1 B & 2	Thermal	\$142,824.00	Andrew Lampkin	951-356-1275
23-065	23016	Riverside Construction	Cathedral Canyon Dr. & Date Palm Dr.; ATP Cycle 5	Cathedral City	\$103,806.00	Ryan Camp	951-682-8308
23-066	24-33	San Bernardino County	Bloomington Ave., W.O. TX1795	Bloomington	\$3,116,434.00	Thomas Bustamonte	909-387-7922
				2023 Running Total:	\$43,150,775		
24-001		San Bernardino Intl Airport Authority	AOA Vehicle Access Road Project	San Bernardino	\$1,341,826.00	Jeff Barrow	909-677-2010
24-003	211008	City of Redlands	PMP 2023 Street Resurfacing Project	Redlands	\$4,381,606.00	Gerard Nepomuceno	909-798-7584
24-004	23-120	Ironclad General Engineering	Casa Blanca Elementary School	Riverside	\$496,642.25	Jeff Tesone	909-260-9876
24-006	2306	H&H General Contractors	San Seavine Trail - Phase 1	Fontana	\$283,020.00	Rick Garabedian	909-322-4591
24-007	240501	Ames Construction	IEIT Remote Lot & LA90 Material Compound	Bloomington	\$28,123.00	Gerard F. Miller	602-431-2111
24-008	24-01	City of Palm Springs	2024 Pavement Rehabilitation	Palm Springs	\$8,799,456.00	Vonda Teed	760-323-8253
24-009	DE-24-87-SB	City of Fontana	Jurupa Avenue Pavement Rehabilitation	Fontana	\$2,016,716.00	Shawn Matejcek	909-350-7649
24-010	SB-152-DE-23	City of Fontana	Southridge Grid 53 Pavement Rehabilitation	Fontana	\$1,306,547.00	Shawn Matejcek	909-350-7649
24-011	DE-24-88-SB	City of Fontana	Randall Avenue Project	Fontana	\$923,094.00	Shawn Matejcek	909-350-7649
24-012	330	Jacobsson Engineering	One Quail Place Parking Lot Improvements	Palm Desert	\$379,488.00	Patrick Johnston	760-345-8700
24-013	SS 22-005	City of San Bernardino	Pavement Rehabilitation at Twenty-One Locations, Project	San Bernardino	\$7,988,612.00	TBD	TBD
24-014	2307	H&H General Contractors	North Scalehouse Improvements at Mid-Valley	Rialto	\$108,423.00	Rick Garabedian	909-322-4591
24-015		Tri-Star Contracting	Vista del Norte at Vineyards RV Park	Coachella	\$91,378.00	Rodney Owens	760-251-5454
24-017	24003	Riverside Construction Co.	Civic Center Storm Drain and Oasis St Beautification Proj	Indio	\$328,362.00	Ryan Camp	951-682-8308
24-018		San Bernardino Intl Airport Authority	UAS Parking Lot Paving Project	San Bernardino	\$83,507.20	Jeff Barrow	909-677-2010
24-019		City of Colton	FY 23-24 Asphalt Paving Project	Colton	\$2,414,229.00	Jim McGivern	909-370-6108
				2024 Running Total:	\$32,705,039		



C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
*See enclosed Recent Completed Projects list.				



Recent Completed Projects:

PMP 2022 Street Resurfacing Project

Description: Pavement Rehabilitation

Contract Number: 211006

Agency: City of Redlands – 35 Cajon Street, Suite 15A, Redlands, CA 92373

Contact: Goutam Dobey – (909) 798-7584 – gdobey@cityofredlands.org

Contract Amount: \$4,970,068.00

Completion: February 2024

2022/2023 Pavement Rehabilitation Program

Description: Pavement Rehabilitation

Contract Number: 11186

Agency: City of Yucaipa – 34272 Yucaipa Boulevard, Yucaipa, CA 92399

Contact: Daniel Meisenbach – (909) 797-2489 – dmeisenbach@yucaipa.gov

Contract Amount: \$1,173,357.00

Completion: January 2024

Fred Waring Rehab, Project No. 752-23/MST00008

Description: Pavement Rehabilitation

Contract Number: C45240

Agency: City of Palm Desert – 73510 Fred Waring Drive, Palm Desert, CA 92260

Contact: Ryan Gayler – (760) 776-6393 – rgayler@palmdesert.gov

Contract Amount: \$3,264,473.00

Completion: December 2023

Highway 111 Phase 2 and Local Street Pavement Rehabilitation Project

Description: Pavement Rehabilitation

Contract Number: 9331

Agency: City of Indian Wells – 44-950 Eldorado Drive, Indian Wells, CA 92210

Contact: Ken Seumalo – (760) 346-2489 – kseumalo@indianwells.com

Contract Amount: \$2,143,000.00

Completion: October 2023

Foothill Blvd. from East Ave. to Hemlock Ave. Street Rehabilitation Project

Description: Pavement Rehabilitation

Contract Number: SB-117-DE-23

Agency: City of Fontana – 8353 Sierra Avenue, Fontana, CA 92335

Contact: Shawn Matejcek – (909) 350-7649 – smatejcek@fontanaca.gov

Contract Amount: \$3,161,930.00

Completion: October 2023

Wabash Ave. & Other Roads

Description: Pavement Rehabilitation

Contract Number: 22-796

Agency: County of San Bernardino DPW – 825 East 3rd Street, San Bernardino, CA 92415

Contact: Larry White – (909) 387-7924 – larry.white@dpw.sbcounty.gov

Contract Amount: \$3,336,334.00

Completion: August 2023

Phelan Road Intersection Improvement

Description: Pavement Rehabilitation

Contract Number: 22-728

Agency: County of San Bernardino DPW – 825 East 3rd Street, San Bernardino, CA 92415

Contact: Larry White – (909) 387-7924 – larry.white@dpw.sbcounty.gov

Contract Amount: \$2,056,154.00

Completion: January 2023

Street Rehabilitation at Various Locations

Description: Pavement Rehabilitation

Contract Number: C00759

Agency: City of Banning – 99 E. Ramsey St., Banning, CA 92220

Contact: Kevin Sin D. – (951) 922-3140 – ksin@banningca.gov

Contract Amount: \$848,796.00

Completion: January 2023

Rosena Ranch Road

Description: Pavement Rehabilitation

Contract Number: 22-317

Agency: County of San Bernardino DPW – 825 East 3rd Street, San Bernardino, CA 92415

Contact: Carlos Seanez – (909) 387-7920 – carlos.seanez@dpw.sbcounty.gov

Contract Amount: \$1,074,185.00

Completion: August 2022

2021 Pavement Rehabilitation

Description: Pavement Rehabilitation

Contract Number: 21-01

Agency: City of Palm Springs – 3200 E. Tahquitz Canyon Way – Palm Springs, CA 92262

Contact: Vonda Teed – (760) 232-8253 – vonda.teed@palmspringsca.gov

Contract Amount: \$5,758,200.00

Completion: August 2022

City/County Cooperative Pavement Rehabilitation

Description: Pavement Rehabilitation

Contract Number: STR20003

Agency: City of Highland – 27215 Base Line – Highland, CA 92346

Contact: Carlos Zamano – (909) 864-6861 – czamano@cityofhighland.org

Contract Amount: \$2,315,112.00

Completion: May 2022

PMP 2021 Street Resurfacing Project

Description: Pavement Rehabilitation

Contract Number: 211003

Agency: City of Redlands – 35 Cajon Street, Suite 15A – Redlands, CA 92373

Contact: Goutam Dobey – (909) 798-7584 – gdobey@cityofredlands.org

Contract Amount: \$9,235,780.00

Completion: April 2022



D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

Lawrence Alarcon

Project Manager - 40%

2. Summarize each person's specialized education:

Associate Degree - Public Works Construction

3. List each person's years of construction experience relevant to the project:

Lawrence has 40 years of construction experience.

4. Summarize such experience:

Mr. Alarcon's experience extends to multiple areas of the construction industry. From

fieldwork, to administrative. He manages crew supervision, subcontractor & contract

administrative work and plans paving schedules with multiple agencies.

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



Additional Bidder's Statements:

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

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder: I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Matich Corporation

Signature *Robert M. Matich*

Name and Title Robert M. Matich, President

Dated June 20, 2024



NON-COLLUSION AFFIDAVIT

ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT FY24

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

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

Name of Bidder Matich Corporation

Signature *Robert M. Matich*

Name and Title Robert M. Matich, President

Dated June 20, 2024

BUSINESS LICENSE CERTIFICATE

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Title 5 of The Beaumont City Code to engage in, carry on or conduct, in the City of Beaumont, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Beaumont City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE.


CITY OF BEAUMONT

550 East 6th Street, Beaumont, California 92223
Business License Department, (951) 769-8520

BUSINESS NAME: Matich Corporation
BUSINESS LOCATION: 1596 Harry Sheppard
San Bernardino, CA 92408
BUSINESS OWNER: Robert M. Matich

Business Type: 034
Description: CONTRACTOR - GENERAL

MATICH CORPORATION
PO BOX 10
HIGHLAND, CA 92346

Business License Number: 00672
Date Issued: May 14, 2024
Expiration Date: June 30, 2025

Authorized Signature

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "C"

Insurance Certificates and Endorsements

(Insert behind this page.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Floor Irvine CA 92612	CONTACT NAME: Alexis Berlanga PHONE (A/C. No. Ext): 949-660-5965 E-MAIL ADDRESS: aberlanga@alliant.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Match Corporation 1596 Harry Shepard Blvd. San Bernardino CA 92408	INSURER A: Executive Risk Indemnity Inc	NAIC # 35181
	INSURER B: Federal Insurance Company	20281
	INSURER C: Great American Insurance Compa	16691
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1013347900

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		54303169	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		54303168	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		TUE405725717	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54303170	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Match Job #24-025, Citywide Street Rehabilitation Project CIP R-36.

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as Additional Insured per attached endorsements. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium.

Endorsement(s) Attached:

General Liability - Additional Insured (Form #CG 20 10 12 19)
 General Liability - Additional Insured Completed Operations (Form #CG 20 37 12 19)
 Automobile Liability - Additional Insured (Form #CA 20 48 10 13)
 Automobile Liability - Commercial Automobile Broad Form (Form #16-02-0292)

CERTIFICATE HOLDER

City of Beaumont
 550 E. 6th Street
 Beaumont CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deine Weller

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY EXECUTED WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT	LOCATIONS AS REQUIRED BY AN EXECUTED WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement provides additional coverage for the named insured.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Where required by written contract.

Location Of Covered Operations:

All Locations.

This endorsement provides coverage for the named insured for the duration of the policy period.

When required by the Additional Insured and the Location Of Covered Operations, coverage is provided under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS paragraph 4. Other Insurance and sub-paragraph (1) and (2).

Primary And Noncontributory Insurance

This endorsement is primary and noncontributory to the coverage provided by the Additional Insured for the Location Of Covered Operations.

(1) This Additional Insured is a named insured.

(2) You agree to provide coverage for the named insured for the duration of the policy period.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
 "Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
 - b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
- 3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - 4. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease;
 sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All of your designated construction project where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Matich Corporation</p> <p>Endorsement Effective Date: 7/1/2023</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization as where required per written contract prior to loss.</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement covers the insured as described in the policy.

BUSINESS AUTO COVERAGE FORM

When required, the insured must provide the insurer with a copy of the Commercial Code or other applicable laws.

This endorsement covers the insured as described in the policy.

<p>Named Insured: Match Corporation</p> <p>Endorsement Effective Date: 7/1/2023</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization as where required by written contract prior to loss.</p>
<p>Insured must provide a copy of the Schedule to the insurer.</p>

This endorsement is added to the policy. **Other Insurance** may be **General Conditions** or **Business Auto Conditions**.

Read the policy and the conditions of the policy. The insured must provide a copy of the policy to the insurer. The insured must provide a copy of the policy to the insurer. The insured must provide a copy of the policy to the insurer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

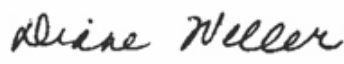
PRODUCER Alliant Insurance Services, Inc. 18100 Von Karman Ave 10th Floor Irvine CA 92612	CONTACT NAME: Alexis Berlanga PHONE (A/C No. Ext): 949-660-5965 E-MAIL ADDRESS: aberlanga@alliant.com	FAX (A/C, No): 949-756-2713
	INSURER(S) AFFORDING COVERAGE	
License#: 0C36861 MATICOR-01	INSURER A: AXIS Surplus Insurance Company	NAIC # 26620
INSURED Match Corporation 1596 Harry Sheppard Blvd. San Bernardino CA 92408	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 555058822 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			CP006523-01-2024	7/1/2024	7/1/2025	Each Claim \$1,000,000 Aggregate \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Match Job No.: 24-025, Citywide Street Rehabilitation Project CIP R-36.

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont CA 92223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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