

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT ("Agreement") is made and effective June 3, 2025, by and between the City of Beaumont, a municipal corporation ("CITY"), and PTM General Engineering, Inc., a California Corporation ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- A. The CITY Public Works Department desires to engage CONTRACTOR to provide Construction Services for the Cougar and Beaumont Traffic Signal Upgrades. Services shall be performed under the R-25-06 Cougar and Beaumont Traffic Signal Upgrades project budget;
- B. The CITY published an Invitation to Bid, using the Formal Bidding Procedure, on March 7, 2025; The Invitation to Bid is attached hereto as Exhibit A;
- C. The CONTRACTOR responded to the Invitation on April 4, 2025; CONTRACTOR's Bid response is attached hereto as Exhibit B; and,
- D. The CITY desires to engage CONTRACTOR to provide the services provided for in the Invitation to Bid.

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 R-25-06 Cougar and Beaumont Traffic Signal Upgrades (hereinafter "Project"). CITY's Invitation for Bids ("Invitation") for the Project, dated March 7, 2025, and CONTRACTOR's Bid in response to the Invitation, dated April 4, 2025, 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 HUNDRED SEVENTY-FOUR THOUSAND SIXTY-SEVEN DOLLARS AND 00/100 (\$274,067.00).

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;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

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

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.

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 Certificate Regarding Worker's Compensation
X Faithful Performance Bond	X Plans and Specifications
X Labor and Materials Payment Bond	X Addenda
X General and Supplemental Conditions	X Drawings
X Special Conditions	X Change Orders
	X Shop Drawing Transmittals

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: _____
Mike Lara, Mayor

CONTRACTOR:

PTM GENERAL ENGINEERING, INC.

By: _____

Print Name: Elizabeth H. Mendoza

Title: President/ CFO

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:
R26-05 COUGAR AND BEAUMONT
TRAFFIC SIGNAL UPGRADES

CRITICAL BID DATES, TIMES, & LOCATIONS

Bid Published:	March 10, 2025
Bids Must Be Received By:	April 4, 2025 @ 11:00 A.M.
Place of Bid Receipt:	550 E. Sixth Street (City Hall)
Questions In By:	March 21, 2023 @ 12:00 P.M.
Bid Opening Date:	April 4, 2025 @ 11:15 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:

City of Beaumont Planit Bids Portal
<https://vendors.planetbids.com/portal/66785/bo/bo-search>



**CITY OF BEAUMONT
CALIFORNIA
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS & SPECIFICATIONS
FOR:
R25-06 COUGAR AND BEAUMONT
TRAFFIC SIGNAL UPGRADES**

Prepared Under the Supervision of:

A blue ink signature of Robert Vestal, P.E., is written over a horizontal line.

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

03/04/2025

Date





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City of Beaumont
Request for bid



R-25-06 Cougar and Beaumont
Traffic Signal Upgrades

NOTICE INVITING BIDS



NOTICE INVITING BIDS

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

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

BID DATES, TIMES, & LOCATIONS:

Bid Published:	March 10, 2025
Bids Must Be Received By:	April 4, 2025 @ 11:00 A.M.
Place of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	March 21, 2025 @ 12:00 P.M.
Bid Opening Date:	April 4, 2025 @ 11:15 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:

"R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES"

LOCATION OF WORK:

The work to be completed is located in the City of Beaumont at the intersection of Cougar Way and Beaumont Avenue.

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 modification of the existing traffic signal at the intersection of Cougar Way and Beaumont Ave and associated improvements, including two (2) new type 24-4-100 signal poles both with 35' signal mast arms and 12' luminaire mast arms with new or relocated equipment, installation of traffic signal controller, installation of side-mounted battery back-up cabinet and system, replacement of two (2) existing internally illuminated street name signs, and replacement of two (2) existing safety lighting fixtures. In addition, work includes excavation, partial removal of existing pole foundations, new foundations, and traffic control.



CONTRACT LENGTH:

The work for this contract shall not exceed **45 calendar** days after the procurement of long lead material and supplies. 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 \$500 per calendar day as stated in General Conditions, Article 43.

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://vendors.planetbids.com/portal/66785/bo/bo-search>) 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:

NOTICE INVITING BIDS



- California Class A (General Engineering Contractor) and/or C-10 (Electrical Contractor) licenses

The Class A and/or Class C-10 Contractors shall perform most of the work or at least fifty-one percent (51%) of the total contracted work.

FOR FURTHER INFORMATION CONTACT:

Raveena Chara

E-mail: rchara@beaumontca.gov



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 Vincent Lopez, Project Manager by emailing vlopez@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

INSTRUCTIONS TO BIDDERS



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

INSTRUCTIONS TO BIDDERS



Prevailing Wage Laws.

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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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)	BASE BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

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



BASE BID
BID SCHEDULE
R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Best Management Practices, SWPPP/WPCP and NPDES Requirements	1	LS		
4	Clearing and Grubbing	1	LS		
5	Traffic Signal Improvements (Base Bid)	1	LS		
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 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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 ADDITIVE ALTERNATE 1 BID TOTAL BID PRICE:

ADDITIVE ALTERNATE 1 BID	ADDITIVE ALTERNATE 1 BID PRICE (IN WRITTEN FORM)	ADDITIVE ALTERNATE 1 BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

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



ADDITIVE ALTERNATE 1 BID

BID SCHEDULE

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
6	Traffic Signal Improvements (Additive Alternate 1)	1	LS		
PROJECT ADDITIVE ALTERNATE 1 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 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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 ADDITIVE ALTERNATE 2 BID TOTAL BID PRICE:

ADDITIVE ALTERNATE 2 BID	ADDITIVE ALTERNATE 2 BID PRICE (IN WRITTEN FORM)	ADDITIVE ALTERNATE 2 BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

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



ADDITIVE ALTERNATE 2 BID

BID SCHEDULE

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
6	Traffic Signal Improvements (Additive Alternate 2)	1	LS		
PROJECT ADDITIVE ALTERNATE 2 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

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 _____, 2025, for

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 _____, 2025, 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

R-25-06 Cougar and Beaumont Traffic Signal Upgrades

STATE OF CALIFORNIA)
) ss.

CITY OF _____)

On this _____ day of _____, in the year 2025, 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

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 _____



INFORMATION REQUIRED OF BIDDERS

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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?

INFORMATION REQUIRED OF BIDDERS



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

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, 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.

INFORMATION REQUIRED OF BIDDERS



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
R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 _____, 2025

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

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STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2025, 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 _____, 2025 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

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES



03 SPECIAL CONDITIONS

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04 TECHNICAL SPECIFICATIONS

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05 CONTRACT DRAWINGS

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06 PUBLIC WORKS AGREEMENT

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07 APPENDICES

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08 TRAFFIC SIGNAL PLAN

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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.

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- 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)
 - 12. Standard Plans

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13. Reference Documents

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

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

GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

GC04. DETAIL DRAWINGS AND INSTRUCTIONS

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

GENERAL CONDITIONS



inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

GC05. EXISTENCE OF UTILITIES AT THE WORK SITE

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

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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

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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.

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GC08. SHOP DRAWINGS

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

GC09. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

GC10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

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

GC11. CONTRACTOR'S SUPERVISION

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

GC12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

GC13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

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- 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 City has applied for a Caltrans Permit for the traffic control within the Caltrans ROW 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 within 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.
- c. 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.
- d. 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.

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- 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.

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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.

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- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

GC23. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

GC24. LAYOUT AND FIELD ENGINEERING

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

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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 day notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

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- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

GC27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

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

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

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

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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:

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- 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.

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

GC34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or

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

GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

GC36. LABOR/EMPLOYMENT SAFETY

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

GC37. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees 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

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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

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any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

GC40. AUTOMOBILE LIABILITY INSURANCE

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

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

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

GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured

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- 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 Certificate(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 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
 - c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
 - e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

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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.

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GC44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

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

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

GC45. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). The bid amount for Mobilization shall not exceed 5% of contract amount. When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

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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.

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- 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 thirty-five (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.

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- k. Ligated 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.

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- (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:
- 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.

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- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
- 13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

GC49. OCCUPANCY

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

GC50. INDEMNIFICATION

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

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

GC51. RECORD ("AS BUILT") DRAWINGS

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

GC52. RESOLUTION OF CONSTRUCTION CLAIMS

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

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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

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

GC53. CITY'S RIGHT TO TERMINATE CONTRACT

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

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



possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

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

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with



particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."

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

GC54. WARRANTY AND GUARANTEE

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

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- 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.

GENERAL CONDITIONS



- 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.

GENERAL CONDITIONS



GC61. INTEGRATION

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

GC62. ASSIGNMENT

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

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

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

GC64. ASSIGNMENT OF ANTITRUST ACTIONS

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

GC65. PROHIBITED INTERESTS

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



GC66. LAWS AND REGULATIONS

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

GC67. PATENT FEES OR ROYALTIES.

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

GC68. OWNERSHIP OF DRAWING

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

GC69. NOTICE OF TAXABLE POSSESSORY INTEREST

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

GENERAL CONDITIONS



SPECIAL CONDITIONS

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TRAFFIC SIGNAL INSTALLATION

87 ELECTRICAL SYSTEMS

Add to section 87-1, General:

A. GENERAL

Furnishing and installing traffic signal and highway lighting systems, and payment for furnished material and work performed shall conform to the provisions in Section 86, "General" and Section 87, "Electrical Systems", of the 2018 edition Standard Specifications, amendments to the 2018 Standard Specifications, and these Special Provisions.

If required by the serving electric utility, and confirmed by the Engineer, State Certified Electric Workers shall be utilized for the installation of standards, steel pedestals, and posts in accordance with State of California High Voltage Safety Orders.

B. CITY FURNISHED EQUIPMENT, MATERIALS

The City shall not furnish equipment or materials necessary for Contractor to complete the work specified in the plans and these special provisions.

C. EQUIPMENT ORDERS

The Contractor shall furnish all equipment and materials specified in the plans and these special provisions. All equipment and materials shall be new and purchased by Contractor for this project only.

Submittals

The Contractor shall submit equipment and materials submittals to the Engineer for review and approval within twenty-one (21) calendar days after the contract is awarded and allow fourteen (14) calendar days for the Engineer to review the equipment and materials submittals.

If revisions are deemed required by the Engineer, the Contractor shall revise and resubmit the equipment and materials submittals within seven (7) calendar days of receipt of the Engineer's comments and shall allow seven (7) working days for the Engineer to review the revised submittals.

After the submittals are approved by the Engineer, the Contractor must order equipment and materials and then submit a copy of each vendor Equipment and Material Purchase Order within (7) calendar days to the Engineer.

SPECIAL CONDITIONS



Issuance of Notice to Proceed

The Contractor must have copies of approved Equipment and Materials submittal(s) and Purchase Order(s) prior to the coordination and issuance of the Notice to Proceed. Delay in equipment delivery shall not be considered as justification for the suspension of the construction contract.

D. EQUIPMENT WIRING DIAGRAMS

Controller cabinet assembly diagrams are existing. Contractor shall make any necessary edits as needed to accommodate the changes to the traffic signal controller and cabinet as shown in the project plans.

Contractor shall furnish four (4) hard copies depicting any changes to the wiring diagrams (min. 34" x 22" sheet size) to the Engineer.

E. WARRANTIES, GUARANTIES, INSTRUCTION SHEETS, AND MANUALS

Warranties and guaranties shall conform to these Special Provisions.

1. LED modules shall have a minimum of five-year manufacturer warranty,
2. LED Luminaires shall have a minimum of five-year manufacture warranty,
3. Internally illuminated LED street name signs shall have a minimum of five-year limited manufacturer warranty, and
4. All other equipment and systems shall have at least one-year manufacturer warranty.

The Contractor shall furnish the manufacturer's standard written warranty pertaining to defects in materials and workmanship for all equipment, and two (2) sets of user, operation, and maintenance manuals, written in English, on all equipment and components for the traffic signal and highway lighting system to the Engineer.

F. MAINTAINING EXISTING ELECTRICAL SYSTEM

Maintaining existing electrical systems shall conform to the provisions in Section 87-21.03B, "Maintaining Existing Electrical Systems", of the Standard Specifications and these Special Provisions.

Shutdowns of the existing traffic signal shall not be allowed.

If directed by the Engineer, a generator shall be furnished, connected, and maintained to

SPECIAL CONDITIONS



keep traffic signal running in normal operation. All matters pertaining to the operation of existing traffic signal equipment shall be coordinated and cooperated with the City of Beaumont.

G. FOUNDATIONS

Contractor shall construct pole foundations in accordance with the provisions in Section 51, "Concrete Structures", Section 56-3.01C(2), "Foundations", and Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals", of the Standard Specifications and these Special Provisions.

Portland cement concrete shall conform to Section 90-2, "Minor Concrete", of the Standard Specifications and shall be Class 3 except pole foundations shall be Class 2.

Contractor shall pothole proposed foundation locations as directed by the Engineer prior to ordering of poles.

Concrete shall not be placed higher than a depth of 6 feet from the bottom of the foundation without the use of a tube or tremie.

Vibrate all foundation concrete to eliminate air pockets.

Use Type V Portland cement with a maximum W/C ratio of 0.4 when the soil type is determined by the Engineer to have high alkalinity content and place an impermeable membrane (6-mil Visqueen) under and around the concrete foundation for signal poles and cabinets.

H. STANDARDS, POLES, PEDESTALS AND POSTS

Standards, poles, steel pedestals, and posts shall conform to the provisions in Section 56-3, "Standards, Poles, Pedestals, and Posts", and Section 87-1.03J, "Standards, Poles, Steel Pedestals and Posts", of the Standard Specifications and these Special Provisions.

Signal mast arms shall be installed in accordance with the "Signal Arm Connection Details" of the Standard Plans and Specifications in Section 56-3.02C unless otherwise specified.

I. CONDUITS

Conduit shall conform to the provisions in Section 86-1.02B, "Conduit and Accessories", and 87-1.03B, "Conduit Installation", of the Standard Specifications and these Special Provisions.

Conduits shall be rigid metal unless otherwise shown on the plans.

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Conduit size shall be 1.5-inch minimum for type 2 posts and 3-inch minimum for all other standards.

Conduits shall be installed via jacking or drilling method.

Conduit depth shall be at a minimum of 30 inches and not exceed 60 inches below finish grade.

Conduit bends shall be factory bends.

Bell bushings are required for all conduit ends. The ends of conduits terminating in pull boxes and controller cabinets shall be sealed with sealing compound approved by the Engineer after conductors have been installed.

Trenching Installation

The Engineer shall approve trenching installation on a case-by-case basis where conduit cannot be installed by jacking or drilling. Jacking or Drilling shall be attempted a minimum of three times prior to requesting trenching installation.

If ordered by the Engineer, all pavements shall be cut to a depth of 3 inches with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter surface outside the removal area.

Trench shall be 2 inches wider than the outside diameter of the conduit being installed however not exceeding 6 inches in total width. The conduit shall be placed in the bottom of the trench. Conduit depth shall be at a minimum of 30 inches below finished grade, with a minimum of 26 inches cover over the conduit.

The trench shall be backfilled with two-sack slurry to the finish grade before final paving. Prior to final paving, grind pavement centered along the length of the trench a minimum width of 3 feet and depth of 0.10 feet, and excavate backfilled to a depth of 0.30 feet below the final pavement surface. Final paving with commercial Type A ½" PG64-10 asphalt concrete.

If directed by the Engineer, the two-sack slurry backfill can be installed to a depth of 0.30 feet below the final pavement surface and cured for a minimum of two days prior to final paving if the trench area is not open to traffic.

J. CONDUCTORS AND CABLES

Conductors and Cables shall conform to the provisions in Section 86-1.02F, "Conductors and Cables", of the Standard Specifications and these Special Provisions.

Specific cabling and wiring requirements for various systems or components shall be in
SPECIAL CONDITIONS



accordance with the Special Provisions entitled to each herein.

Signal cable shall be installed continuously without splicing from the controller cabinet to each traffic signal pole. Other traffic signal conductors, multiple circuit conductors, and signal cable conductors shall not be spliced unless shown otherwise.

When three (3) or more conductors are terminated, a landing lug shall be used.

All outer cable jacket for 12 conductors signal cable shall be removed from the traffic signal standard handhole to the terminal block located at the side-mount traffic signal head.

When splicing lighting cables, compression sleeve shall be used under insulation method B as shown in the Standard Plans, ES-13A.

Signal Phase	Termination		Size
12 Conductor			
2, 4, 6, 8	Red	Vehicle Signal Red	14
2, 4, 6, 8	Yellow	Vehicle Signal Yellow	14
2, 4, 6, 8	Brown	Vehicle Signal Green	14
1, 3, 5, 7	Red/Black Stripe	Vehicle signal Red	14
1, 3, 5, 7	Yellow/Black Stripe	Vehicle signal Yellow	14
1, 3, 5, 7	Brown/Black Stripe	Vehicle signal Green	14
Pedestrian Conductor Color Coding			
2P, 4P, 6P, 8P	Red/White Stripe	Ped signal DONT WALK	14
2P, 4P, 6P, 8P	Brown/White Stripe	Ped signal WALK	14
All unused conductors are spares			
3 Conductor			
	Blue/Black, Blue/Orange, White/Black Stripe	Push Button Assembly	14
Safety Lighting Luminaire	Black, White	None	10
IISNS Lighting	Red, White	None	12

K. SIGNAL INTERCONNECT CABLE

Signal Interconnect Cable shall conform to the provisions in Section 86-1.02F(3)(d)(v), "Signal Interconnect Cable" of the Standard Specifications and these special provisions.

Signal Interconnect Cable (SIC) is not a part of this project.

SPECIAL CONDITIONS



L. BONDING AND GROUNDING

Bonding and grounding shall conform to the provisions in Section 86-1.02F(1)(c)(ii), "Bonding Jumpers and Equipment Grounding Conductors", of the Standard Specifications and these Special Provisions.

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run through the conduit, to the ground rod or bonding wire in the adjacent pull box.

Grounding jumper shall be visible after cap has been poured on all foundations.

For equipment grounding jumper a No. 8 bare or insulated copper wire shall run continuously in all conduits relevant to the improvements.

M. SERVICE

Service shall conform to the provisions in Section 86-1.02P(2), "Service Equipment Enclosures", Section 87-1.03L, "Utility Service", Section 87-1.03P, "Service Equipment Enclosures", Section 86-2.11, "Service", of the Standard Specifications and these Special Provisions.

Service equipment and service point are existing and to remain.

N. CONTROLLER ASSEMBLY (BASE BID)

The existing 170E controller assembly is to be removed and salvaged. Contractor shall furnish and install new McCain model 2070E traffic signal controller.

The existing model 332L controller cabinet shall be and remain.

The Contractor shall provide any necessary auxiliary equipment and cabling to achieve the intended traffic signal operation as shown on the plans. The Contractor shall make all field wiring connections to the terminal blocks inside the controller cabinet.

A technician who is qualified to work on the controller assembly from the controller manufacturer or their representative shall ensure the program is installed properly and program the signal controller in accordance with the Engineer provided signal timing sheets, and to be present when the equipment is turned on.

O. CONTROLLER ASSEMBLY (ADDITIVE ALTERNATE 1)

The existing model 170E controller assembly is to be removed and salvaged. Contractor shall furnish and install new McCain model 2070E traffic signal controller.

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The existing model 332L controller cabinet and model 210 conflict monitor unit are to be removed and salvaged. The Contractor shall furnish and install new McCain model 352i ATC cabinet on the existing foundation and model CMUp 2212-HV conflict monitor unit.

The Contractor shall provide any necessary auxiliary equipment and cabling to achieve the intended traffic signal operation as shown on the plans. The Contractor shall make all field wiring connections to the terminal blocks inside the controller cabinet.

A technician who is qualified to work on the controller assembly from the controller manufacturer or their representative shall ensure the program is installed properly and program the signal controller in accordance with the Engineer provided signal timing sheets, and to be present when the equipment is turned on.

P. ETHERNET SWITCH

The Ethernet switch shall be Dymec model KY-3170 XM. The Contractor shall be responsible for providing all cables and connectors necessary for the Ethernet switch to communicate via 4G LTE cellular modem.

Q. WIRELESS MODEM ASSEMBLY

The wireless modem assembly shall conform to Section 78-3.02B(3), "Wireless Modem Assemblies" of the Standard Specifications and these Special Provisions.

The wireless modem assembly shall be Microhard Bullet IPn4Gb 4G LTE cellular ethernet and serial gateway.

R. TESTING

Testing and Field Testing shall conform to the Section 87-1.01D(2), "Quality Control" of the Standard Specifications and these Special Provisions.

Specific testing requirements for various systems and components shall be in accordance with the Special Provisions entitled to each herein.

A minimum of 15 working days for operational testing and adjustment is required. An additional 15 working days period shall be allowed for retesting should the equipment fail.

S. WIRELESS RADIO SYSTEM

Wireless Radio System is not a part of this project.

SPECIAL CONDITIONS



T. BATTERY BACKUP SYSTEM

The battery backup system (BBS) shall be Marathon brand Ruggedized Traffic UPS / BBS 2000VA / 1500W. The BBS batteries shall be external to the traffic signal controller cabinet.

The BBS shall include, but not be limited to the following:

- Side-mounted cabinet
- Utility line/generator switch
- Inverter/charger
- Power transfer relay
- A separate manually operated non-electronic bypass switch
- Four (4) batteries
- All necessary hardware, shelving, and interconnect wiring
- Red indication light and mounting when system is running on battery power

The BBS shall be installed in accordance with Riverside County Signal and Lighting Specification Section V and Caltrans Standard Specifications.

U. EMERGENCY VEHICLE PREEMPTION SYSTEM (BASE BID)

Emergency Vehicle Preemption System exists. Contractor to relocate existing detector to new mast arm poles as shown on the plans. Contractor to provide any necessary auxiliary equipment and cabling to achieve the intended EVP system as shown on the plans.

V. EMERGENCY VEHICLE PREEMPTION (ADDITIVE ALTERNATE 2)

The discriminator module shall be Opticom 762 phase selector or approved equal and shall be compatible and usable with GPS and IR. Existing IR detectors shall remain. The Contractor shall provide all cables and connectors necessary for the discriminator to communicate.

W. VEHICLE SIGNAL ASSEMBLIES

Vehicle signal assemblies and auxiliary equipment shall conform to the provisions in Section 86-1.02R, "Signal Heads", of the Standard Specifications and these Special Provisions.

Signal sections, backplates, visors and signal mounting assemblies shall be the metal type and shall be made from the same manufacturer. The section assemblies shall be uniform in appearance and alignment.

New backplates shall be louvered.

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Visors shall be the “tunnel” type. Top opening of signal sections shall be sealed with neoprene gaskets.

All vehicle signal indications shall be 12-inch diameter Light Emitting Diode (LED) modules, unless noted otherwise on plan(s), in accordance with the following:

1. All circular LED modules shall comply with Institute of Transportation Engineers (ITE) publications ST-052-E, Vehicle Traffic Control Signal Heads (VETCH) - LED Circular Signal Supplement.
2. All arrow LED modules shall comply with ITE publications ST-054, VETCH - LED Vehicle Arrow Traffic Signal Supplement.
3. All modules shall fit in existing signal housings without the use of special tools.
4. All modules shall be certified in the Intertek LED Traffic Signal Modules Certification Program and be labeled with the ETL Verified Label as follows:



5. Luminous intensity requirements of the VTCSH must be met across the entire temperature range from -40°C to + 74°C, (-40°F to +165°F).
6. The following cable colors shall be used for the AC power leads on all modules: white for common, red for the red module line, yellow for the yellow module line, and brown for the green module line.
7. The AC power leads shall exit the module via a rubber grommet strain relief, and shall be terminated with quick connect terminals with spade tab adapters. The leads shall be separate at the point at which they leave the module.
8. All external wiring used in the module shall be anti-capillary type cable to prevent the wicking of moisture to the interior of the module.
9. All power supplies shall be coated for additional moisture and thermal protection.
10. The module shall have an incandescent, non-pixelated appearance when illuminated.

SPECIAL CONDITIONS



11. For the 12-inch modules, it shall not exceed 11 watts for Red, 22 watts for Yellow, and 15 watts for Green modules. For the arrows, it shall not exceed 9 watts for Red, 10 watts for Yellow, and 11 watts for Green modules.
12. All modules shall use LEDs that have been manufactured with materials that have industry acceptance as being suitable for uses in outdoor applications. At no time is the use of LEDs that utilize AlGaAs technology acceptable.
13. The external lens shall have a smooth outer surface to prevent the buildup of dirt and dust and shall be designed to minimize the potential for sun phantom signals.
14. The circular LED module lens material must be tinted. A tinted transparent film or coating is not permitted.
15. A module shall be sealed against dust and moisture intrusion, including rain and blowing rain per Mil-Std-810F Method 506.4, Procedure 1.
16. Arrow modules shall be clearly marked with the phrase "Suitable for mounting in any orientation".
17. Modules shall be repaired or replaced if the module fails to function as intended due to workmanship or material defects within warranty period.
18. Modules shall be repaired or replaced if the module exhibit luminous intensities less than the minimum specified values within 60 months of the date of delivery.
19. The Manufacturer shall clearly disclose the country in which the factory of module origin is located, the name of the company or organization that owns the factory including all of its parent companies and/or organizations, and their respective country of corporate citizenship.

X. PEDESTRIAN SIGNAL ASSEMBLIES

Pedestrian signals assemblies shall conform to the provisions in Section 86-1.02S, "Pedestrian Signal Heads", of the Standard Specifications and these Special Provisions.

Pedestrian Signal Mounting Assemblies and Pedestrian Signal Housings shall be made from the same manufacturer and the section assemblies shall be uniform in appearance and alignment.

Pedestrian signals shall be provided with a polycarbonate egg crate or Z-crate screen.

Pedestrian signals shall be equipped with light emitting diode countdown pedestrian module in accordance to the following:

SPECIAL CONDITIONS

1. It shall comply with ITE publication ST-055-E, Pedestrian Traffic Control Signal Indicators (PTCSI): LED Pedestrian Signal Modules.
2. The material must comply with ASTM D3935.
3. Module must have ultra-bright-type LED rated for 100,000 hours of continuous operation
4. Module must have lot number and month and year of manufacture permanently marked on the back of the module.
5. Module must have prominent and permanent visible markings for accurate indexing and orientation within the pedestrian signal housing if a specific mounting operation is required. Markings must be a minimum of 1 inch in height and include an up arrow and the word *up* or *top*.
6. Module must have circuit board complying with TEES, chapter 1, section 6.
7. All modules shall fit in existing signal housings without the use of special tools.
8. All modules shall be certified in the Intertek LED Traffic Signal Modules Certification Program and be labeled with the ETL Verified Label as follows:



The countdown features shall incorporate the following:

1. Fully compliant to ATC traffic signal controller specifications.
2. The countdown portion of the pedestrian (ped) module shall have a high off-state input impedance so as not to provide a load indication to conflict monitors and interfere with the monitoring of the pedestrian signal. The input impedance of the countdown circuitry shall maintain a voltage reading above 25 VAC to the conflict monitor for up to four units connected on the same channel.
3. The countdown drive circuitry shall not be damaged when subjected to defective load switches providing a half wave signal input.
4. The countdown ped module shall have an internal conflict monitor circuit

SPECIAL CONDITIONS



preventing any possible conflicts between the Hand, Person, and Countdown signal indications. It shall be impossible for the display to countdown during a solid Hand indication.

5. The countdown ped module shall have a micro-processor capable of recording its own time when connected to a traffic controller.
6. The countdown ped module shall continuously monitor the traffic controller for any changes to the pedestrian phase time and re-program itself automatically if needed.
7. The countdown ped module shall register the time for the walk and clearance intervals individually and shall begin counting down at the beginning of the pedestrian clearance interval. The digits shall not flash during the countdown.
8. When the flashing hand becomes solid, the ped module shall display 0 for one second and then blank-out. The display shall remain dark until the beginning of the next countdown.
9. In the event of a pre-emption, the countdown ped module shall skip the remaining time, reach 0 at the same time as the flashing Hand becomes solid, and remain dark until the next cycle.
10. In the cycle following preemption call, the signal shall display the correct time and not be affected by the reduced previous cycle. The countdown shall remain synchronized with the signal indications and always reach 0 at the same time as the flashing Hand becomes solid.
11. If a pedestrian button is activated during the clearance interval, some controllers can change to a second walk cycle without a don't walk phase. The countdown module shall also be capable of consecutive walk cycles. The display digits will be blank during the second walk and countdown properly during the second flashing hand.
12. The countdown ped module shall not display an erroneous or conflicting time when subjected to defective load switches. Should there be a short power interruption during the ped clearance interval or if voltage is applied to both the hand and person simultaneously the display will go to "0" then blank.
13. The countdown ped module shall have accessible dip-switches for the user selectable options. The unit shall have a removable plug on the rear allowing easy access to control the user selectable functions. The countdown is disabled when all the switches are in the "ON" position. The unit shall be shipped from the factory with the specified default setting.

SPECIAL CONDITIONS



14. Switch 1 – Blank Cycle Following a Timing Change – Factory default is “OFF”. When this switch is “OFF” the unit will allow the time to be displayed normally during the cycle following a truncated timing such as a preemption call. The countdown shall be capable of displaying the correct time and not affected by the previous reduced cycle. The unit will require 2 consecutive reduced cycles of identical value to validate and record a new time setting. If the timing is extended, the unit will record it immediately. In the “ON” position when a change in timing is detected the unit will blank out during the following cycle while the new cycle time is measured and recorded if confirmed.
15. Switch 2 – Disables Auto-sync Mode- Factory default setting is “OFF”. When this switch is in the “OFF” position the auto-sync is enabled. When the clearance interval begins and the initial flash of the hand is not in sync with the walk signal the unit will measure the offset and reduce the duration of the first second by the value of the offset. This will ensure the countdown reached zero at the same time as the flashing hand becomes solid. In the “ON” position there is no time correction when the flashing hand is in offset with the walk signal. The duration of the first second will not be reduced and the hand will appear solid shortly before the countdown reaches zero.
16. Switch 3 – Countdown Starts with Flashing Hand Signal – Factory default setting is “ON”. When this switch is “ON” the countdown begins when the hand signal is turned on. With this switch “ON” and the auto-sync mode enabled a short power interruption will have no effect on the countdown display. With switch 3 in the “OFF” position the countdown begins when the walk signal is turned off. This eliminates the effect of an offset hand signal. When switch 3 is in the “OFF” position the auto-sync switch 2 has no effect on the countdown. In this mode if the power to the walk signal is interrupted, the unit will interpret this as the start of the clearance interval and will display the countdown time for 2 seconds before the operation is cancelled. The countdown will resume with the normal ending of the walk signal.
17. Switch 4 – Stores Time Value in Memory, Immediate. Restart. - Factory default setting is “OFF”. When this switch is in the “OFF” position and power is removed from the unit, the time value stored in the unit is erased. The unit will need to run a dark cycle before it can display the countdown again. In the “ON” position the countdown timing is stored in memory. Following a power interruption, the unit will restart with the stored value and not remain dark during the learning cycle. If the value is different after restart, it will be recorded and displayed correctly at the following cycle.
18. Switch 5 – All LEDs “ON”, Test Mode – Factory default setting is “OFF”. With this switch in the “ON” position all LEDs are turned on simultaneously. With both switches 4 and 5 in the “ON” position the LED test mode will also scan the 7 individual segments of both digits.

SPECIAL CONDITIONS



19. The countdown shall be disabled when all switches are placed in the "ON" position.
20. Nominal power usage for Ped Modules at 24°C (77°F), 120 VAC input shall not exceed the values shown in Table 1.

Table 1 -- Nominal Power of Pedestrian Signals

Size	Description	Wattage @ 24°C		
		Hand	Person	Countdown ¹
16"x18"	Hand & Person Overlay with Countdown	10	9	6

¹ Wattage for the countdown is measured when the digits 18 are displayed.

21. All wiring shall meet the requirements of Section 13.02 of the VTCSH standard. Secured, color coded, 600V, 18 AWG jacketed wires, 1 meter (39 in) in length, conforming to the NFPA 70, National Electrical Code, and rated for service at +105°C, shall be provided.
22. The following color scheme shall be used for the ped module's AC power leads: Orange for the upraised hand, Blue for the walking person, and White for common. The countdown portion of the LED ped module shall be internally wired to the hand and walking person power.
23. The AC power leads shall exit the ped module via a rubber grommited strain relief, and shall be terminated with insulated female quick connect terminals with spade / tab adapters. The leads shall be separate at the point at which they leave the ped module.
24. All external wiring utilized in the ped modules shall be anti-capillary type wire to prevent the wicking of moisture to the interior of the ped module.
25. The Hand and Person Icons shall utilize separate power supplies. On countdown products, the countdown ped module must have its own power supply but may take the incoming AC power from the hand / person AC signal lines. All power supplies shall be located inside the ped module.
26. All power supplies shall be coated for additional protection.
27. Off State Voltage Decay: When the hand or person icon is switched from the On state to the Off state the terminal voltage shall decay to a value less than 10 VAC RMS in less than 100 milliseconds when driven by a maximum allowed load switch leakage current of 10 milliamps peak (7.1 milliamps AC).

SPECIAL CONDITIONS



28. For a minimum period of 60 months, measured at 80 to 135 VAC RMS and over the ambient temperatures of -40°C to $+74^{\circ}\text{C}$ (-40°F to $+165^{\circ}\text{F}$), the minimum maintained luminance values for the ped modules, when measured normal to the plane of the icon surface, shall not be less than:

- Walking Person, White: 2,200 cd/m^2
- Upraised Hand, Portland Orange: 1,400 cd/m^2
- Countdown Digits, Portland Orange: 1,400 cd/m^2

29. Icons that are printed on the lens shall be on the interior surfaces in order to prevent scratching and abrasion to the icons.

30. All icons and numbers shall have a uniform incandescent non-pixelated appearance.

31. The manufacturer shall clearly disclose the country in which the factory of ped module origin is located, the name of the company or organization that owns the factory including all of its parent companies and organizations, and their respective country of corporate citizenship.

Pedestrian signal face must have a front screen that shall conform to the provisions in Section 86-102S(3)d "Front Screen", of the Standard Specifications and these Special Provisions.

Pedestrian signal face must have a front screen that is one of the following types:

1. 3/8-inch-thick aluminum honeycomb screen with 0.2-inch-wide cells or a 1/2-inch-thick plastic screen with 3/8-inch-wide squares with 1/16-inch wall thickness that:
 - a. Is installed so it tilts downward at an angle of 15 ± 2 degrees from the top and completely covers the message plate
 - b. Includes a clear front cover made of either a minimum 1/8-inch-thick acrylic plastic sheet or a minimum 1/16-inch-thick polycarbonate plastic
 - c. Is held firmly in place, including the cover, with stainless steel or aluminum clips or stainless-steel metal screws
2. Polycarbonate screen that:
 - a. Has a nominal thickness of 1/32 inch
 - b. Is a 1-1/2-inch-deep eggcrate or Z-crate type
 - c. Is mounted in a frame constructed of aluminum alloy or polycarbonate with a minimum thickness of 0.040 inch
 - d. Is held in place with stainless steel screws

SPECIAL CONDITIONS



The screen and frame of a pedestrian signal face must be made of either (1) plastic that is a flat black color or (2) anodized aluminum that is a flat black color or finished with lusterless, black, exterior-grade latex paint formulated for application to metal surfaces.

Y. PEDESTRIAN, BICYCLE AND EQUESTRIAN PUSH BUTTONS

Pedestrian, bicycle, and equestrian push buttons shall conform to the provisions in Section 86-1.02U, "Push Button Assemblies", of the Standard Specifications and these Special Provisions.

Push button housing shall be die-cast or permanent mold cast aluminum powder coated frame with stainless steel inserts and sign screws.

Equestrian push buttons (EPB) shall be installed at 6 feet above finish grade or as directed by the Engineer. The Engineer shall approve the EPB placement on each pole prior to installation.

Push button sign shall be double sided having white color powder coated base and black heat cured ink print. Right arrow on one side and the left arrow on the other side.

Push button shall be ADA compliant and utilize solid-state Piezo switch technology, be pressure activated, with two-tone audible and visual LED confirmation of actuation.

Push button shall be Polara Engineering, Inc. model BDL3-Y.

Z. ACCESSIBLE PEDESTRIAN SIGNALS (BASE BID)

Accessible Pedestrian Signals (APS) shall conform to the provisions in Section 86-1.02T, "Accessible Pedestrian Signals", of the Standard Specifications and these Special Provisions.

Existing APS push buttons shall be relocated to new poles per the Plan and shall retain existing programming.

AA. ACCESSIBLE PEDESTRIAN SIGNALS (ADDITIVE ALTERNATE 2)

Accessible Pedestrian Signals (APS) shall conform to the provisions in Section 86-1.02T, "Accessible Pedestrian Signals", of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for removing and salvaging the existing push button system complete and furnishing and installing a new Polara iNS2 pedestrian push button system including CCU and eight (8) push button assemblies. The Contractor shall be responsible for programming audible messages which shall be approved by the Engineer.



The Contractor shall provide all cables and connectors necessary for the APS system to communicate.

BB. DETECTORS

Detectors shall conform to the provisions in Section 87-1.03V, "Detectors", of the Standard Specifications and these Special Provisions.

Detector improvements are not a part of this project.

CC. LED LUMINAIRES

Luminaires shall conform to the provisions in Section 86-1.02K (2), "LED Luminaires", of the Standard Specifications, City Lighting Standards (see appendix) and these Special Provisions.

Contractor shall supply and install LED luminaires as shown on plan per the LED luminaire table listed below:

Wattage	Color Temp.	Lumens	GE Evolve Model
90 W	2,700 K	8,400 lm	ERL1-0-09-c3-27-A-GRAY-L

Submittals

Product data submitted for approvals shall include, but not limited to materials, finishes, photometric performance, photometric layouts, dimensional information and LM-79 report for each luminaire conducted by National Voluntary Laboratory Accreditation Program (NVLAP), accredited photometric laboratory.

Delivery, Storage and Handling

Deliver luminaires and components carefully to avoid breakage, bending and scoring finishes. Do not install damaged equipment.

Store luminaires and accessories in original cartons and in clean dry space; protect from weather and construction traffic.

Each luminaire shall be furnished without the photoelectric unit receptacle.

Each luminaire shall have a 5-amp inline fuse installed inside the standard's hand hole.

DD. REFLECTIVE STREET NAME SIGNS

Reflective street names signs are not a part of this project.



EE. INTERNALLY ILLUMINATED STREET NAME SIGNS

Internally illuminated street name signs shall conform to the provisions in Sections 87-3, "Sign Illumination Systems", of the Standard Specifications. Internally illuminated street name signs shall be installed on straight arm mounts per County of Riverside Standard Drawing Number 1201.

FF. PHOTOELECTRIC CONTROLS

Photoelectric controls shall conform to the provisions in Section 86-1.02M, "Photoelectric Controls", of the Standard Specifications and these Special Provisions.

Photoelectric controls are not a part of this project.

GG. SIGNS

Signs shall conform to the provisions in Section 82, "Signs and Markers" of the Standard Specifications, CA MUTCD, and these Special Provisions.

Sign face, including lettering and border, shall use 3M Diamond Grade DG³ reflective sheeting.

Sign size shall meet the minimum required by CA MUTCD unless a larger size is specified on plan.

Install sign on traffic signal mast-arm per Caltrans Std Plan ES-7N, Detail "U" unless specified otherwise on plan.

Signs installed on posts or street light poles are not a part of this project.

HH. PAYMENT METHOD

The contract **Lump Sum** price paid for Traffic Signal Improvements shall include full compensation for furnishing all labor, materials, tools, equipment, foundations, traffic signal standards and poles, potholing required for utility verification prior to all conduit installation, pole and/or mast arm mounted regulatory signs, programming implementation, testing, documents and incidents, and for doing all the work specified herein, elsewhere in these Special Provisions, and plans including the complete installation of an operational traffic signal and lighting system and no additional compensation shall be allowed therefor.



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TP01. DEFINITION OF BID ITEMS

General Requirements:

The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the improvements as shown on the Plans and as specified in the Contract Documents (defined in the Contract/Agreement), shall be furnished and installed as though such work were shown on the Plans or specified in the Contract Documents, and no additional compensation shall be allowed therefor.

All Conditions of the Contract apply to work of this Section.

Scope of Work (Base Bid):

The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the following Technical Provisions.

In general, the Base Bid work includes, but is not limited to modification of the existing traffic signal at the intersection of Cougar Way and Beaumont Ave and associated improvements, including two (2) new type 24-4-100 signal poles with 35' signal mast arms and 12' luminaire mast arms with new or relocated equipment, installation of traffic signal controller, installation of side-mounted battery back-up cabinet and system, replacement of two (2) existing internally illuminated street name signs, and replacement of two (2) existing safety lighting fixtures. In addition, work includes excavation, partial removal of existing pole foundations, new foundations, and traffic control. The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the following Technical Provisions.

Scope of Work (Additive Alternate 1):

The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the following Technical Provisions.

In general, the Additive Alternate 1 work includes, but is not limited to removal of existing traffic signal controller cabinet and installation of new 352i ATC traffic signal controller cabinet on existing foundation, and replacement of existing 210 CMU with new CMUip 2212-HV. The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the following Technical Provisions.

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Scope of Work (Additive Alternate 2):

The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the following Technical Provisions.

In general, the Additive Alternate 2 work includes, but is not limited to replacement of existing APS push button system, replacement of existing EVP discriminator, installation of new Ethernet switch, and installation of new 4G LTE cellular modem. The scope of work includes, but is not limited to, each bid item listed in the Contractor's Proposal and as described in the following Technical Provisions.

All Bid Items shall be in accordance with the latest edition of the Standard Specifications for Public Works Construction (2018 edition), the latest edition of the Caltrans Standard Specifications, Caltrans Revised Standard Specifications, all applicable Caltrans Standard Special Provisions (SSPs), the Caltrans Standard Plans/Revised Standard Plans (2018 edition), and these Technical Provisions.

Other Reference Standards:

1. California Vehicle Code
2. Work Area Traffic Control Handbook (WATCH)
3. California Manual of Uniform Traffic Control Devices (CA-MUTCD) (latest edition)
4. Caltrans Construction Manual (latest edition available at: <https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/sec7-1.pdf>)
5. Caltrans Highway Design Manual (HDM) (latest edition available at: <https://dot.ca.gov/programs/design/manual-highway-design-manual-hdm>)
6. County of Riverside Standards and Specifications (Ordinance 461) (latest edition available at: <https://rctlma.org/trans/Land-Development/Road-Standards>)

All work within project areas shall follow the approved Standard Plans and the Standard Plan for Public Works Construction, Standard Specifications for Public Works Construction and County of Riverside Standards and Specifications (Ordinance 461) as identified herein.

TP02. 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

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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 seventy-two (72) 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.

Measurement and 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.

TP03. SOUND REQUIREMENTS

Sound control shall conform to General Conditions Article 25 and the provisions in Section 3-12.3, "Noise Control," of the Standard Specifications for Public Works Construction and these Technical 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

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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.

Measurement and Payment: Full compensation for conforming to the requirements of this section shall be considered as being included in the various contract items in the bid schedule and no additional compensation will be allowed therefore.

TP04. MOBILIZATION

Mobilization shall conform to General Conditions, Article 45, and the following:

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

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

1. Satisfactory completion of Finishing Traffic signal modifications;
2. Provide BMPs required by the California Regional Water Quality Control Board (CRWQCB)-Santa Ana Region.
3. 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;
4. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition;
5. Completion of as-built markups, to the satisfaction of the Engineer;
6. Submission of final certified payroll documents to the Engineer;
7. Completion of the requirements of permits issued by other agencies;
8. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

Payment: Payment for Mobilization within City right-of-way shall be included in the Lump Sum (LS) bid price for Mobilization and shall be considered full compensation for obtaining all business licenses and permits, as required for the project, from all related agencies, and the City; and complying with the requirements specified in those licenses

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and permits; coordination, field office facility, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid on a prorated monthly basis over the course of the project with final payment at 100% project completion. No additional compensation will be allowed therefor.

TP05. WATER POLLUTION CONTROL

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

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

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

Contractor's Water Pollution Control Program (WPCP) shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, "Preparing a Water Pollution Control Program (WPCP)", of the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011), which is available as a free download from:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor's WPCP has been reviewed and approved by the Engineer. The Engineer's review and approval of the Contractor's WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor's WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor's WPCP shall be directed to the Engineer.
- B. Contractor's WPCP shall describe the Contractor's plan for managing runoff during each construction phase. Contractor's WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking,

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construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association's (CASQA) California Stormwater Quality BMP Handbook Subscription Portal (<http://www.cabmphandbooks.com>) or the Caltrans Construction Site BMP Manual <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>

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

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

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

1. Be responsible for all water pollution control work.
2. Be the Engineer's primary contact for all water pollution control work.
3. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the Municipal Permit.

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

- D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):

1. Erosion Control (water and wind)
2. Sediment Control
3. Tracking Control
4. Materials & Waste Management
5. Non-Stormwater Discharge Management
6. Run-on and Run-off Control

- E. Monitoring and Reporting: Observations and inspections conducted by the Contractor's Water Pollution Control Manager shall be documented on the Construction Site Inspection Checklist included in Contractor's WPCP. A copy of each

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completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection

General Requirements:

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

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

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

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

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

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

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Measurement and Payment: Measurement and Payment for conforming the requirements of this section shall be included in the Lump Sum (LS) bid price for Best Management Practices, SWPPP/WPCP, and NPDES Requirements and shall include full compensation for furnishing all labor, traffic control, materials, tools, and equipment, and incidentals for, and doing all work involved, complete in place, and no separate or additional compensation will be allowed therefor.

TP06. TRAFFIC SIGNAL MODIFICATION (BASE BID)

The work under this Bid Item consists of furnishing, installation, construction and/or modifying Traffic Signals and any other work required to provide the intended operation at intersection of **Cougar Way and Beaumont Avenue**, in accordance with the provisions of Section 56 "Overhead Sign Structures, Standards, and Poles", Divisions IX and X of the Caltrans Standard Specifications, Section 700 "Street Lighting and Traffic Signal System" of the Standard Specifications, **Special Conditions**, Plans, City of Beaumont requirements and these Technical Provisions.

In the event that cameras or other devices that are not shown on the Plans that are attached to the existing poles shall be transferred to new poles, complete in place and functional.

Contractor shall be removing existing foundation per plans.

Measurement and Payment: Payment for Traffic Signal Modification (Base Bid) shall be included in the Lump Sum (LS) bid price for Traffic Signal Improvements (Base Bid) and shall include full compensation for furnishing all labor, materials, disposal of existing improvements, tools, equipment, and incidentals, for doing all the work involved in removing existing poles, installation of new traffic signal poles complete in place and functional, traffic signal related hardware including controller and battery back-up system (BBS), new foundations, implementation of signal timing and incidentals in conflict with the proposed improvements, complete in place, and acceptable and no additional compensation will be allowed therefor.

TP07. TRAFFIC SIGNAL MODIFICATION (ADDITIVE ALTERNATE 1)

The work under this Bid Item consists of furnishing, installation, construction and/or modifying Traffic Signals and any other work required to install a new traffic signal cabinet, conflict monitor unit, and provide the intended operation at intersection of **Cougar Way and Beaumont Avenue**, in accordance with the provisions of Section 700 "Street Lighting and Traffic Signal System" of the Standard Specifications, **Special Conditions**, Plans, City of Beaumont requirements and these Technical Provisions.



Measurement and Payment: Payment for Traffic Signal Modifications (Additive Alternate 1) shall be included in the Lump Sum (LS) bid price for Traffic Signal Improvements (Additive Alternate 1) and shall include full compensation for furnishing all labor, materials, disposal of existing improvements, tools, equipment, and incidentals, for doing all the work involved in removing existing controller cabinet, furnishing and installing new 352i ATC controller cabinet on existing foundation, furnishing and installing new CMUip 2212-HV conflict monitor unit, and relocating all other existing cabinet equipment to new cabinet, and incidentals in conflict with the proposed improvements, complete in place, and acceptable and no additional compensation will be allowed therefor.

TP08. TRAFFIC SIGNAL MODIFICATION (ADDITIVE ALTERNATE 2)

The work under this Bid Item consists of furnishing, installation, construction and/or modifying Traffic Signals and any other work required to install a new APS push button system, new Ethernet switch, new 4G LTE cellular modem, and new EVP discriminator, and provide the intended operation at intersection of **Cougar Way and Beaumont Avenue**, in accordance with the provisions of Section 700 "Street Lighting and Traffic Signal System" of the Standard Specifications, **Special Conditions**, Plans, City of Beaumont requirements and these Technical Provisions.

Measurement and Payment: Payment for Traffic Signal Modifications (Additive Alternate 2) shall be included in the Lump Sum (LS) bid price for Traffic Signal Improvements (Additive Alternate 2) and shall include full compensation for furnishing all labor, materials, disposal of existing improvements, tools, equipment, and incidentals, for doing all the work involved in removing existing controller cabinet, furnishing and installing new 352i ATC controller cabinet on existing foundation, furnishing and installing new CMUip 2212-HV conflict monitor unit, and relocating all other existing cabinet equipment to new cabinet, and incidentals in conflict with the proposed improvements, complete in place, and acceptable and no additional compensation will be allowed therefor.

TP09. REMOVE CONCRETE

Removal of concrete shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb and gutter, access ramps, v-gutter, concrete cross gutter, and sidewalk, as shown on Plans or required by the Engineer. Broken concrete, asphalt and debris shall be disposed of concurrently with its removal. Stockpiling will not be allowed without prior written approval of the Engineer.

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

TECHNICAL SPECIFICATIONS



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

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

Measurement and Payment: Measurement and Payment for conforming the requirement of this section shall be included in the contract unit price per Lump Sum (LS) for Clearing and Grubbing and shall include concrete removal and full compensation for furnishing all labor, traffic control, materials, tools, and equipment, and incidentals for, disposal of loose materials, and doing all work involved, complete in place, and no separate or additional compensation will be allowed therefor.

TP10. CONCRETE IMPROVEMENTS

For all project areas, Minor Concrete shall conform to the requirements of Section 201 "Concrete, Mortar, and Related Materials", Subsection 302-6 "Portland Cement Concrete Pavement", Section 303 "Concrete and Masonry Construction" of the Standard Specifications, Section 16 "Concrete Curb and Gutter and Sidewalk" of the County of Riverside Road Standards and Specifications (Ordinance 461), Plans, and these Technical Provisions:

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

TECHNICAL SPECIFICATIONS



(86°F) or greater or any conditions contributing to quick stiffening of the PCC, it shall be removed from the project site.

F. Contractor shall use ¼ inch bituminous type joint expansion filler only.

Measurement and Payment: Measurement and Payment for Concrete Improvements and Minor Concrete shall be included in the contract unit price per Lump Sum (LS) for Traffic Signal Improvements and shall be full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no separate or additional compensation will be allowed therefor.

TP11. MINOR CONCRETE (SIDEWALK PER COUNTY OF RIVERSIDE)

The work under this item shall include all labor, material and equipment required to construct Minor Concrete (Sidewalk per County of Riverside) for the project. Concrete sidewalk shall be 4-Inch thick shall conform to the provisions of Section 16 "Concrete Curb and Gutter and Sidewalk" of the County of Riverside Road Standards and Specifications (Ordinance 461), Plans, and these Technical Provisions. Subgrade preparation shall be per Section 19 "Earthwork" and 73 "Concrete Curbs and Sidewalk" of the Caltrans Standard Specifications.

Measurement and Payment: Measurement and Payment for Concrete Improvements and Minor Concrete shall be included in the contract unit price per Lump Sum (LS) for Traffic Signal Improvements 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.

TP12. FOUNDATIONS

The work under this item shall include all labor, material and equipment required to design and construct the pole foundations. The design must be submitted to the Engineer for approval. Foundations shall conform to the provisions in Section 51, "Concrete Structures", Section 56-3.01C(2), "Foundations", and Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals", of the Standard Specifications and these Special Provisions.

Portland cement concrete shall conform to Section 90-2, "Minor Concrete", of the Standard Specifications and shall be Class 3 except pole foundations shall be Class 2.

Contractor shall pothole proposed foundation locations as directed by the Engineer.

Concrete shall not be placed higher than a depth of 6 feet from the bottom of the foundation without the use of a tube or tremie.



Vibrate all foundation concrete to eliminate air pockets.

Use Type V Portland cement with a maximum W/C ratio of 0.4 when the soil type is determined by the Engineer to have high alkalinity content and place an impermeable membrane (6-mil Visqueen) under and around the concrete foundation for signal poles and cabinets.

Measurement and Payment: Measurement for Foundations shall include in the contract unit price per Lump Sum (LS) for Traffic Signal Improvements 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.

TP13. MINOR CONCRETE (CURB RAMP PER COUNTY OF RIVERSIDE)

The work under this item shall include all labor, material and equipment required to construct Minor Concrete (Curb Ramp per County of Riverside) for the project. Curb Ramps shall conform to the provisions of Section 16 "Concrete Curb and Gutter and Sidewalk" of the County of Riverside Road Standards and Specifications (Ordinance 461), Plans, and these Technical Provisions. Subgrade preparation shall be per Section 19 "Earthwork" and 73 "Concrete Curbs and Sidewalk" of the Caltrans Standard Specifications.

Preparation of subgrade for the concrete ramps shall be done in conformance with the requirements of section 73-1.03B Subgrade Preparation of the Standard Specifications.

Existing material resulting from the excavation of the subgrade shall be disposed of in accordance with applicable codes and laws.

The contractor is responsible for meeting requirements of the Americans with Disabilities Act (ADA), the current edition of the California Building Code, and the draft and final versions of the Accessibility Guidelines for Pedestrian Facilities within the Public Right-of-way as published by the United States Access Board.

Construction of ramps shall include, but not be limited to, the following:

1. Removal and disposal of existing ramps, soil, base;
2. Establishing grades and assuring that all grades are met;
3. Perform all grading and compaction- including all required aggregate import, or import
4. All scoring and grooving;
5. Repair of existing asphalt and PCC surfacing including approach of access ramps to modify grade that must comply with ADA requirements;
6. Installing ½" wide expansion joints;

TECHNICAL SPECIFICATIONS



7. Landing of access ramp (sidewalk portion) is included in ramp construction;
8. Adjacent portion of sidewalk that need to be removed and replaced to transition from existing sidewalk to access ramp is also included;
9. All landscaping if any, and related work to return the area to its original condition.

Measurement and Payment: Payment for Minor Concrete (Curb Ramp per County of Riverside) shall be included in the contract unit price per Lump Sum (LS) for Traffic Signal Improvements 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.

TP14. 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. Technical 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. Caltrans Standard Specifications
6. Standard Specifications for Public Works Construction

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

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



shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

2. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; California MUTCD Part 6, Temporary Traffic Control; the Work Area Traffic Control Handbook; the Standard Specifications; and the Caltrans 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, temporary crash cushion, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.
4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.
5. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.
6. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.
7. The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

TECHNICAL SPECIFICATIONS



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 Caltrans Standard Specifications and these Technical 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.

TECHNICAL SPECIFICATIONS



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,

TECHNICAL SPECIFICATIONS



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.

TECHNICAL SPECIFICATIONS



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.
28. Contractor shall be responsible for the furnishing, installation, monitoring, operation, and maintenance of temporary off-site traffic and street improvements, at intersections along alternate routes during construction, as shown on the plans or modify the temporary offsite improvements at the direction of the Traffic Engineer.

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.

Measurement and Payment: Payment for Traffic Control shall be made at the contract unit price per Lump Sum for Traffic Control and shall include full compensation for all materials, labor, tools, equipment and incidentals for doing all the traffic control-related work per project specifications and as directed by the Engineer and no additional compensation will be allowed therefor.

TP15. TEMPORARY CONSTRUCTION SIGN

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

Project signs shall conform to the following requirements:

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

TECHNICAL SPECIFICATIONS



and posts, restore area to pre-existing condition, and deliver sign to the Public Works Department.

At a minimum the sign contents shall include:

- "City of Beaumont Capital Improvement Project"
- "Traffic Signal Upgrade Project"
- completion date
- construction amount
- information contact phone number
- reference to the City w/ logo and Council members:

Measurement and Payment: Measurement and Payment for Temporary Construction Signs shall be included in the contract unit price per Lump Sum (LS) for Traffic Control and shall include full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

TP16. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

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

The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the work to the proper lines and grades. Reconstructed asphalt concrete surfaces shall have a cross slope between 1.5% and 3.5%. New curb & gutter shall have a minimum slope of 0.5%. Grade breaks must be spaced a minimum of 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 for providing pre- and post-construction corner records for the City to file with Riverside County.

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

TP17. CONSTRUCTION WATER

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

TECHNICAL SPECIFICATIONS



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

TP18. 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.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)



REVISED & NEGOTIATED

BASE BID
BID SCHEDULE
R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization	1	LS	6067.00	6067.00
2	Traffic Control	1	LS	4500.00	4500.00
3	Best Management Practices, SWPPP/WPCP and NPDES Requirements	1	LS	1000.00	1000.00
4	Clearing and Grubbing	1	LS	500.00	500.00
5	Traffic Signal Improvements (Base Bid)	1	LS	164000.00	164000.00
PROJECT BASE BID SUBTOTAL:					176067.00

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.

City of Beaumont
Request for bid



R-25-06 Cougar and Beaumont
Traffic Signal Upgrades

REVISED & NEGOTIATED

BID FORM

NAME OF BIDDER: PTM General Engineering Services Inc.

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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 ADDITIVE ALTERNATE 1 BID TOTAL BID PRICE:

ADDITIVE ALTERNATE 1 BID	ADDITIVE ALTERNATE 1 BID PRICE (IN WRITTEN FORM)	ADDITIVE ALTERNATE 1 BID PRICE (IN NUMBERS)
TOTAL BID PRICE	Post Bid Revision Fifty One Thousand Dollars	51000.00

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



REVISED & NEGOTIATED

ADDITIVE ALTERNATE 1 BID

BID SCHEDULE

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
6	Traffic Signal Improvements (Additive Alternate 1)	1	LS	Post Bid Revision 51000.00	51000.00
PROJECT ADDITIVE ALTERNATE 1 BID SUBTOTAL:					51000.00

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 FORM

REVISED & NEGOTIATED

NAME OF BIDDER: PTM General Engineering Services, Inc.

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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 ADDITIVE ALTERNATE 2 BID TOTAL BID PRICE:

ADDITIVE ALTERNATE 2 BID	ADDITIVE ALTERNATE 2 BID PRICE (IN WRITTEN FORM)	ADDITIVE ALTERNATE 2 BID PRICE (IN NUMBERS)
TOTAL BID PRICE	Post bid revision excluding " new 352i ATC controller cabinet" and related to. Forty Seven Thousand Dollars	47000.00

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



REVISED & NEGOTIATED

ADDITIVE ALTERNATE 2 BID

BID SCHEDULE

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
6	Traffic Signal Improvements (Additive Alternate 2)	1	LS Post bid revision excluding "new 352i ATC controller cabinet and related to. 47000.00	47000.00
PROJECT ADDITIVE ALTERNATE 2 BID SUBTOTAL:				47000.00

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.



FORM WAS PRELIMINARY & NOT FINAL, REVISED FORM ALSO ATTACHED

BID FORM

NAME OF BIDDER: PTM General Engineering Services Inc.

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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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)	BASE BID PRICE (IN NUMBERS)
TOTAL BID PRICE	One hundred seventy six thousand, sixty seven dollars.	176,067

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



FORM WAS PRELIMINARY & NOT FINAL, REVISED FORM ALSO ATTACHED

BASE BID
BID SCHEDULE
R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Mobilization	1	LS	6,067.00	6,067.00
2	Traffic Control	1	LS	4,500.00	4,500.00
3	Best Management Practices, SWPPP/WPCP and NPDES Requirements	1	LS	1,000.00	1,000.00 ^{EM}
4	Clearing and Grubbing	1	LS	500.00	500.00
5	Traffic Signal Improvements (Base Bid)	1	LS	164,000.00	164,000.00
PROJECT BASE BID SUBTOTAL:					176,067.00

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.



FORM WAS PRELIMINARY & NOT FINAL, REVISED FORM ALSO ATTACHED

BID FORM

NAME OF BIDDER: PTM General Engineering Services Inc.

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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 ADDITIVE ALTERNATE 1 BID TOTAL BID PRICE:

ADDITIVE ALTERNATE 1 BID	ADDITIVE ALTERNATE 1 BID PRICE (IN WRITTEN FORM)	ADDITIVE ALTERNATE 1 BID PRICE (IN NUMBERS)
	<i>E.M.</i>	
TOTAL BID PRICE	<i>Sixty two thousand</i>	<i>62,000.00</i>

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



FORM WAS PRELIMINARY & NOT FINAL, REVISED FORM ALSO ATTACHED

ADDITIVE ALTERNATE 1 BID

BID SCHEDULE

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
6	Traffic Signal Improvements (Additive Alternate 1)	1	LS	62,000	62,000
PROJECT ADDITIVE ALTERNATE 1 BID SUBTOTAL:					62,000

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.



FORM WAS PRELIMINARY & NOT FINAL, REVISED FORM ALSO ATTACHED

BID FORM

NAME OF BIDDER: PTM General Engineering Services Inc.

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:

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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 ADDITIVE ALTERNATE 2 BID TOTAL BID PRICE:

ADDITIVE ALTERNATE 2 BID	ADDITIVE ALTERNATE 2 BID PRICE (IN WRITTEN FORM)	ADDITIVE ALTERNATE 2 BID PRICE (IN NUMBERS)
TOTAL BID PRICE	eighty six thousand	86,000

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



FORM WAS PRELIMINARY & NOT FINAL, REVISED FORM ALSO ATTACHED

ADDITIVE ALTERNATE 2 BID

BID SCHEDULE

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
6	Traffic Signal Improvements (Additive Alternate 2)	1	LS	86,000	86,000
PROJECT ADDITIVE ALTERNATE 2 BID SUBTOTAL:					86,000

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. 891265

Expiration Date 02.28.27

Class of license Class A / C10

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

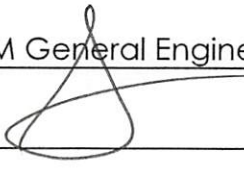
The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

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 PTM General Engineering Services Inc.

Signature 

Name and Title Elizabeth H. Mendoza - President / CFO

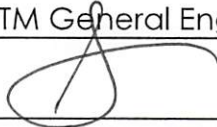
Dated 4.3.25



CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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	<u>PTM General Engineering Services Inc.</u>
Signature	<u></u>
Name and Title	<u>Elizabeth H. Mendoza - President / CFO</u>
Dated	<u>4.3.25</u>



BID BOND
R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

The makers of this bond are,

PTM GENERAL ENGINEERING SERVICES, INC.

as Principal, and

NATIONWIDE 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 APRIL 4TH, 2025, for

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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.

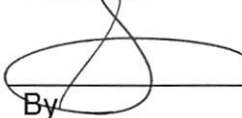


IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 25TH day of MARCH, 2025, the name and corporate seal of each corporation.

(Corporate Seal)

PTM GENERAL ENGINEERING SERVICES, INC.

Principal

By 

Elizabeth H. Mendoza, President/CEO

Title

(Corporate Seal)

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety

By 

BRITTON CHRISTIANSEN, ATTORNEY-IN-FACT

BRITTON CHRISTIANSEN

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title

[illegible]

1. *Intentional torts*
 2. *Unintentional torts*

Information on the proposed development is available at the following address: 10000 W. 10th Ave., Suite 100, Denver, CO 80202. The project is located at 10000 W. 10th Ave., Suite 100, Denver, CO 80202. The project is located at 10000 W. 10th Ave., Suite 100, Denver, CO 80202. The project is located at 10000 W. 10th Ave., Suite 100, Denver, CO 80202.

DOI: 10.1002/for

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26



Wm. H. Johnson

[illegible]

4208 *Journal of Interpersonal Violence*

A circular postmark from Cincinnati, Ohio, dated September 2, 1894. The text "CINCINNATI, OHIO" is curved along the top inner edge, and "SEPT 2" is in the center. The outer ring contains the text "SHEETS AND COMPANY".

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

100-443887-100

(a) $\frac{1}{2} \log \frac{1}{2} + \frac{1}{2} \log \frac{1}{2}$ (b) $\frac{1}{2} \log \frac{1}{2} + \frac{1}{2} \log \frac{1}{2}$

00000



STATE OF CALIFORNIA)

) ss.

CITY OF _____)

On this _____ day of _____, in the year 2025, 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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 25th day of

MARCH 2025

Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

NATIONWIDE MUTUAL INSURANCE COMPANY

of COLUMBUS, OHIO, organized under the
laws of OHIO, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE,
SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION,
COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, SPRINKLER,
TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS insurance,
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 18TH day
of APRIL, 1972, I have hereunto set
my hand and caused my official seal to be affixed this 18TH
day of APRIL, 1972.



RICHARDS D. BARGER
Insurance Commissioner

John J. Faber
JOHN J. FABER, Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CLEAR

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 Riverside)

On 4. 2. 25 before me, Yee Ping Leung, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Elizabeth H. Mendoza
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 Yee Ping Leung
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 _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

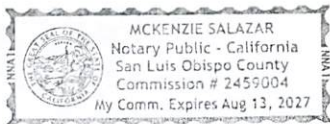
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN LUIS OBISPO)
On MAR 25 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared BRITTON CHRISTIANSEN
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 M Salazar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



DESIGNATION OF SUBCONTRACTORS

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

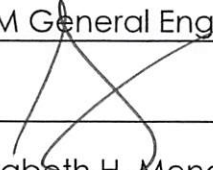
In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform 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 PTM General Engineering Services Inc.

Signature 

Name and Title Elizabeth H. Mendoza - President / CFO

Dated 4.3.25



INFORMATION REQUIRED OF BIDDERS

R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

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: PTM General Engineering Services Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 5942 Acorn Street, Riverside, CA
92504

951.710.1006 951.710.1000
Facsimile Number Telephone Number

4.0 License Information:

891265 Class A / C10 2.28.27
License No. Class of License Expiration Date

1000001433
DIR Registration No.

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

PTM has been in operation since 2007 & Officers have
been in the industry for 30 years

5.1 How many years has Bidder's organization been in business under its present name? 18 years

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

Jade Electric CSLB 684572 - Inactive Elizabeth Mendoza Sole Owner
Freeway Electric CSLB 684572 - Inactive Brian Mendoza Sole Owner

Freeway Electric CSLB 947816 Cancelled and formerly Brian Mendoza President/CFO Elizabeth Mendoza VP/Secretary

INFORMATION REQUIRED OF BIDDERS



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

7.1 Date of Incorporation: 10.06.2006

7.2 State of Incorporation: California

7.3 President's Name: Elizabeth H. Mendoza

7.4 Vice-President's Name(s): Brian Mendoza

7.5 Secretary's Name: Brian Mendoza

7.6 Treasurer's Name: Elizabeth H. Mendoza

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?

traffic signal and lighting installation / modifications, ada improvements

signing installation

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

Walters Wholesale Attn: Ryan Thibault

200 N. Berry Street, Brea, CA 92821 T: 714.784.1820

JTB Supply Company Attn: Jeff York

1030 N. Batavia Ste A, Orange, CA 92867 T: 714.639.9498

Robertson's Ready Mix Attn: Della Rumsey

200 N. Main St, Corona, CA 92878 T: 951.493.6525

Swarco McCain Attn: Lihn Tran

2365 Oak Ridge Way, Vista, CA 92081 T: 760.734.5009

15.0 List Bank References (Bank and Branch Address):

Commercial Bank of California Attn: Dan Murad

19752 MacArthur Blvd #100, Irvine, CA 92612 T: 909.900.8626

Email: dmurad@cbscal.com

City of Beaumont
Request for bid



R-25-06 Cougar and Beaumont
Traffic Signal Upgrades

16.0 Name of Bonding Company and Name and Address of Agent:
Agent: C&D Bonding Attn: Mr. Phillip E. Vega
534 E. Badillo St, Covina, CA 91723 T: 626.859.1000 E: phil@cndbonding.com
Surety: Nationwide Mutual Insurance Attn: Michael Vanasopha
1 Park Plaza Ste 600, Irvine, CA 92614 T: 213.507.4207



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
CT 07-352004	Modify Signal & Lighting System.	7/25	\$ 2,600,233	Mr. Thang Ton 310.261.8467
Caltrans Task Orders	Repair & Replace Electrical pole foundations	6/27	\$ 1,108,108.04	Mr. Kurt Newton 213.700.1979
CT 07-377604	Modify Signal & Ltg Systems in City	3/26	\$ 684,048	Mr. Frank Shin 310.213.3136
City of Temecula	TS Pedestrian Signal Upgrade Phase 2	10/25	\$ 209,009	Mr. Nick Minicilli 951.693.3917
City of Rialto	Cedar Ave & Merrill Ave TS Mod	8/25	\$226,026	Mr. Rodolfo Victorio 909.820.2532
City of Norwalk	Studebaker and Halcourt TS Mod	10/25	\$491,091	Mr. Carl Short 840.888.7675
City of Covina	TS Installation at 4th and Badillo St	3/26	\$746,046	Mr Rafael Fajardo 626.384.5490
City of Simi Valley	Install Left Turn Phasing at Three Intersections	10/25	\$619,019	Mr. Justin Link 805.583.6884



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
City of Covina	TS Imp at Covina Blvd	06/2023 - 03/2024	\$541,041	Mr. Rafael Fajardo PE
	& Barranca Ave			626.384.5490
City of Lynwood	TS Imp at Atlantic	03/2023 - 05/2024	\$474,047	Mr. Mir Fattahi PE
	& Carlin			949.351.6505
City of Monterey	TS Improvements	03/2022 - 01/2024	\$1,035,500	Mr. Okan Demirci
Park				714.319.6137
CT 12A2034	Mod Signal & Ltg	03/2024 - 05/2024	\$259,059	Mr. Moussa Essayli PE
	Signing & Striping			949.279.8816

* More references upon request



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:

Brian Mendoza - Vice President / Secretary - Project Management

2. Summarize each person's specialized education:

Resume attached

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

Resume attached

4. Summarize such experience:

Resume attached

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.

INFORMATION REQUIRED OF BIDDERS

Brian Mendoza

P.O. Box 7745 Riverside CA, 92513-7745
Email: brian@ptm-eng.com Cell 951.722.5755

Chief Estimator and Supervisor of Outside Operations

Supervisor of Outside operations with over 18 years of experience electrician with over 20 years of experience. An effective communicator and team leader, experienced in coordinating and executing large and fast paced projects.

CAREER EXPERIENCE

Freeway Electric/ PTM Engineering Services, Inc. Riverside CA
06/2006 to Date

Chief Estimator/Supervisor of Outside Operations

In charge of managing the estimating department and finalizing bid packages: coordinating the beginning phase of an awarded project between the company and agency. Project submittals, contract review. Coordinated and manage crews California region: handled various sized projects ranging in size from \$1,000 to \$4.5 million dealing with dry utilities, wet utilities, traffic signals, and road improvements, maintained coordination Freeway Electric / PTM General Engineering and subcontractor, and project owners. In charge of handling project's administrative work: monthly gross estimates, project progress schedule, materials requisitions, contract change order negotiations and equipment purchase and rental.

High Light Electric Inc. / Pete & Sons Construction Inc. Riverside, CA
10/1995 to 06/2006

Chief Estimator

In charge of managing the estimating department and finalizing bid packages. Coordinating the beginning phase of an awarded project between the company and agency or prime contractor that include project submittals, contract review. Successfully bid on projects totaling \$12 million with an average spread 6%.

Area Supervisor

Coordinated and manage 10 crews consisting of 6 members per team in the southern California region: handled various sized projects ranging in size from \$1,000 to \$4.5 million dealing with dry utilities, wet utilities, traffic signal, and road improvements. Maintained coordination between High Light Electric Inc. and subcontractor, general contractor and project owners. In charge of handling project's administrative work; monthly gross estimates, project progress schedule, materials requisitions, contract change order negotiations and equipment purchase and rentals.

Brian Mendoza

CAREER EXPERIENCE CONTINUED

MBE Electric, Inc. in Riverside, CA

10/1989 TO 10/1995

Vice President and Head of Outside Operations

Manage outside operations for all projects ranging in size from & 1,000 to 2.5 million. Headed an around the clock electric crew and coordinated with CC Meyers to repair the I-10 Santa Monica Freeway after it collapsed during the 1994 Northridge Earthquake to complete the fast paced project in 66 days. Maintain coordination between MBB Electric and subcontractors, general contractor and project owners: implemented and enforced safety guidelines. Handled administrative work: monthly progress estimates, material requisitions, contract change order negotiations.

Vasco Corporation in San Fernando, CA

10/1987 to 06/1989

Foreman (Part Time)

Managed day to day operations of work crews and various project ranging in size from \$1,000 to \$5,000 in Eastern Los Angeles County: traffic signals, street lighting, signal interconnect.

Raymore Electric in Rosemead, CA

06/1986 to 10/1987

Crew Lender (Part Time)

In charge of working crews on projects that ranging from \$25,000 to 250,000 throughout Los Angeles County.

WORKING SKILLS

- Capable of operating heavy equipment such as skip loaders, cranes, and backhoes
- Hands-on experience with hand tools and power tools
- Capable of overseeing fast-paced and high profile project
- An effective communicator and leader

EDUCATION

- International Brotherhood of Electrical Workers
- Completed training course (1988-1989) in street lighting and traffic signal installations, code enforcement and blue print reading.
- South Gate High School
- Received High School Diploma in 1988

BRIAN MENDOZA

CONTINUED

LANGUAGES

- English (Native)
- Spanish (Fluent)

AWARD RECEIVED

- Recipient of the U.S. Small Business "Young Entrepreneur of the year" Award in 1996, nationally.
- Recipient of the Certificate of Recognition by the City lo Los Angeles for "Small Business" in 1997.
- Recipient of the Certificate of Recognition by the State Assembly, Assemblyman Mr. Rod Pacheco, for the "Top 500 Inland Empire Small Business" in 1997.
- Ranked among the "Top 500 Inland Empire Hispanic Owned Companies" Since 1997.
- Certification of Appreciation for our participation and maximization in the " Century Freeway Affirmative Action" by CFAAC

PROFESSIONAL AND PERSONAL REFERNCES

Caltrans project#071224U4 (Electrical contract amount \$4.5 million)

Description of project: Installation of traffic signals, ramp metering, sing illumination, Highway Lighting, Fiber option communication and electrical irrigation along the I-10 Freeway in Los Angeles County.

- Doug Dawson – Project Manager for prime contractor, Balfour Beatty Cell (949) 232-3276 and Office (909) 397-8040.
- Patty Galvan – Resident Engineer, Office (909) 594-4270
- Veronica Ross – Electrical Inspector, Cell (714) 606-6311

BRIAN MENDOZA

REFERENCES CONTINUED

City of Redlands Contract #208300-72304/41008 (Electrical contract amount is \$218,800) project Completed in 2003

Description of project: Installation of traffic signals, modification of ramp metering, lighting and sign illumination.

- Bill Hensley – Senior Civil Engineer – Office (909) 798-7586 ext.2
- Juan Olvera – Project Manager for general contractor, H&H Construction – Cell (951) 453-7712 and Office (909) 473-7331.

Caltrans project #08-4567V4) Electrical contract amount is \$ 938,238) project completed in 2005 Description of project: Installation of lighting system along the I-15 Freeway in San Bernardino County.

- Gary Vogel – Project Manager for prime contractor, Granite Construction Cell: (661) 549-3953 and Office (661) 726-4447.

Sandbag Projects, Segment 1, 2, 3 early segment 9, and alder Ave. (Total electrical contract amount was \$3.2 million) Project completed in 2004.

Description of Projects: Installation of traffic signals, ramp metering, sign illumination, highway lighting, fiber optic communication, and electrical irrigation along the I-10 Freeway in San Bernardino County.

- Harold Lantis – Sandbag Contract Manager – Cell: (760) 802-7730 and Office (909) 875-8029 ext.213.
- Tim Hanable – Caltrans Inspector – Cell: (951) 712-0021
- Al Ortega – Project Manager for prime contractor, Yeager Skanska – Cell: (714) 240-5333.

City of Indio Project#ST0137 (Electrical contract amount was \$1.4 million) project completed in 2005.

Description of project: Installation of street lighting system, traffic signals, electrical irrigation, and dry Utilities.

- Gary Bexter – Area Manager for prime contractor, Yeager Skanska Construction Cell: (909) 721-9749 and Office (760) 343-5472.
- Tommy Young – Project Manager for prime contractor – Cell: (951) 232-6618 and Office (760) 343-5472.
- Mehran Sepehri – City Engineer – Cell: (760) 250-2201

Additional Professional References:

- Zale Harris – Caltrans Inspector – Cell: (951) 289-0047
- Ray Robles – Caltrans area supervisor – Cell: (909) 799-0646

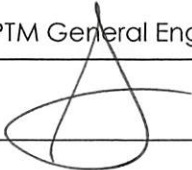


Additional Bidder's Statements:

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	PTM General Engineering Services Inc.
Signature	
Name and Title	Elizabeth H. Mendoza - President / CFO
Dated	4.3.25



NON-COLLUSION AFFIDAVIT
R-25-06 COUGAR AND BEAUMONT TRAFFIC SIGNAL UPGRADES

I, Elizabeth H. Mendoza, being first duly sworn, deposes and says that he is of President / CFO 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	<u>PTM General Engineering Services Inc.</u>
Signature	<u></u>
Name and Title	<u>Elizabeth H. Mendoza - President / CFO</u>
Dated	<u>4.3.25</u>

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT “C”

INSURANCE CERTIFICATES AND ENDORSEMENTS

(Insert behind this page.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2025

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 McRae Associates Insurance Services 1265 N. Manassero St Suite 303 Anaheim, CA 92807	CONTACT NAME: Maricela Aguirre PHONE (A/C, No, Ext): (714)779-6999 E-MAIL ADDRESS: maricela@mcraeinsurance.insure FAX (A/C, No): (714)779-6903																					
INSURED PTM GENERAL ENGINEERING SERVICES, INC. PO BOX 7745 RIVERSIDE, CA 92503	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>ADMIRAL INSURANCE COMPANY</td><td>24856</td></tr><tr><td>INSURER B :</td><td>EVEREST NATIONAL INSURANCE COMPANY</td><td>10120</td></tr><tr><td>INSURER C :</td><td>Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER D :</td><td>Ace American Insurance Co</td><td>22667</td></tr><tr><td>INSURER E :</td><td>ATLANTIC SPECIALTY INSURANCE COMPANY</td><td>27154</td></tr><tr><td>INSURER F :</td><td>GREAT AMERICAN INSURANCE CO</td><td>16691</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	ADMIRAL INSURANCE COMPANY	24856	INSURER B :	EVEREST NATIONAL INSURANCE COMPANY	10120	INSURER C :	Admiral Insurance Company	24856	INSURER D :	Ace American Insurance Co	22667	INSURER E :	ATLANTIC SPECIALTY INSURANCE COMPANY	27154	INSURER F :	GREAT AMERICAN INSURANCE CO	16691
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INSURER E :	ATLANTIC SPECIALTY INSURANCE COMPANY	27154																				
INSURER F :	GREAT AMERICAN INSURANCE CO	16691																				

COVERAGES

CERTIFICATE NUMBER: 00000180-0

REVISION NUMBER: 81

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CA000033335-07	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Deduc. Comp/Co. \$2,000	Y	Y	CF1CA00225-221	02/09/2025	02/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0	Y	Y	GX000005151-04	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 In Excess of \$ GL & Aut
D	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/A	C58817569	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	IM / LEASED & RENT.			710-03-95-03-00	07/10/2024	07/10/2025	LIMITS 300,000
F	BUILDERS RISK POLICY			IMP25710650200	05/23/2024	05/23/2025	LIMIT \$500,000

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

Project Desc: R-25-06 Cougar and Beaumont Traffic Signal Upgrades project; (PTM Job P25-09)

The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as additional insured as required by written contract with respect to General Liability and Auto Liability. 30 Days' Notice of Cancellation to certificate holder, 10 days for non-payment of premium applies.

CERTIFICATE HOLDER

CANCELLATION

City of Beaumont 550 E. 6th St. Beaumont, CA 92223	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  (MAG)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2025

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		CONTACT NAME: Maricela Aguirre	
PATRICK MCRAE INSURANCE SERVICES		PHONE (A/C. No. Ext): (714) 779-6999	FAX (A/C. No): (714) 779-6903
1265 N. MANASSERO SUITE 303		E-MAIL ADDRESS: certrequest@mcraeinsurance.insure	
ANAHEIM HILLS CA 92807		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : CRUM & FORSTER SPECIALTY INSURANCE COMPANY	44520
INSURED		INSURER B : UNDERWRITERS AT LLOYD'S, LONDON	AA1122000
PTM GENERAL ENGINEERING SERVICES, INC.		INSURER C :	
PO BOX 7745		INSURER D :	
RIVERSIDE CA 92503		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR	Y	Y	SEO-130598	01/29/2025	01/29/2026	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE			2ND TIER-GOING OVER PRIMARY EXCESS			AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y / ☐ N						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	CONTRACTORS POLLUTION LIABILITY			ENP0011784-01	08/24/2024	08/24/2025	LIMIT OF INS. \$1,000,000 EACH INCIDENT \$2,000,000 POL. AGG.

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

****Certificate holder and Description is the same as listed on the first certificate**.**

CERTIFICATE HOLDER	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

Workers' Compensation and Employers' Liability Policy

Named Insured

P.T.M. GENERAL ENGINEERING SERVICES, INC.
5942 ACORN STREET,
RIVERSIDE, CA 92504

Endorsement Number

Policy Number

Symbol: WLR Number: C58817569

Policy Period

8/1/2024 TO 8/1/2025

Effective Date of Endorsement

8/1/2024

Issued By (Name of the Insurance Company)

Ace American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization:

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL CALIFORNIA OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0



Authorized Agent

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
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
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:

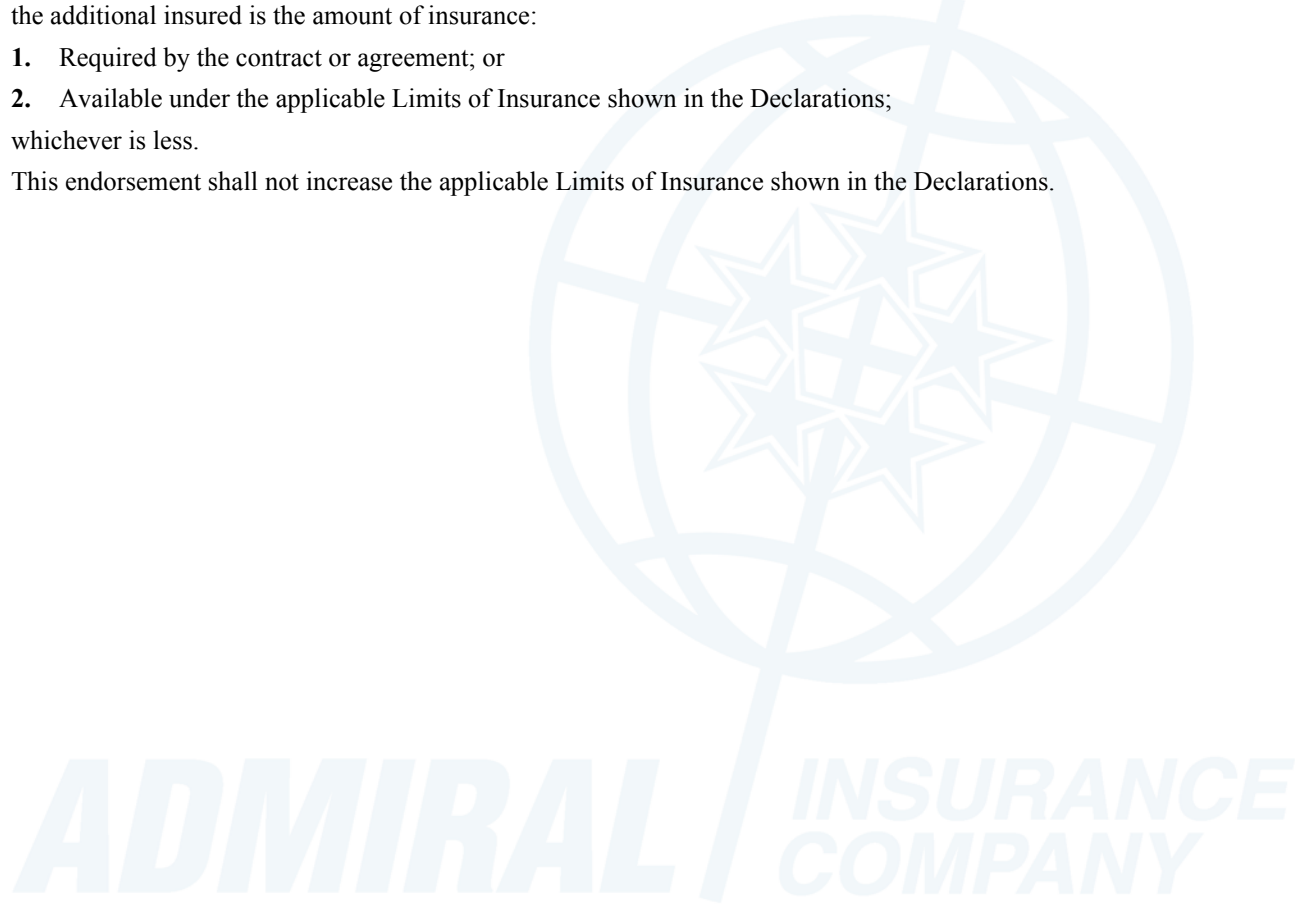
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



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
Any person or organization that is an owner or manager of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental apartments in an apartment building: (a) originally constructed and at all times used for such purpose, or (b) converted from a commercial building), condominiums, townhomes, townhouses, time-share units, fractional-ownership units, cooperatives and/or any other structure or space used or intended to be used as a residence.
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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Limits of Insurance

- a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:
- (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of “property damage”;
 - (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of “property damage” arising out of any one “occurrence”;
 - (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
 - (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

Name Of Person Or Organization:

Any person or organization, but only if the following conditions are met:

- (1) You have expressly agreed to the waiver in a written contract; and
- (2) The injury or damage first occurs subsequent to the execution of the written contract.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization
ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE OR USE OF A COVERED "AUTO".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Who Is An Insured** paragraph under Section II – **Liability Coverage**:

The organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

- A.** Involves the owner or anyone else from whom you hire or borrow a covered “auto” unless it is a “trailer” connected to a covered “auto” you own; or

- B.** Is executed after the date of “loss”.

This paragraph does not apply if:

1. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
2. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION – BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.