CITY PROJECT NO. 3026 Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way

NOTICE INVITING BID PROPOSALS

for

CITY PROJECT NO. 3026

Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way

RECEIPT OF BID PROPOSALS: Bids will be received by the City of Desert Hot Spring Department of Public Works, for furnishing of all labor, material, tools, and equipment necessary for traffic improvements including signage, striping, traffic signal modifications, and the performance of other appurtenant works as more particularly described in the specifications under City Project No. 3026, Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way, in the City of Desert Hot Springs.

The bids must be submitted to the Office of City Clerk, located at 11999 Palm Drive, Desert Hot Springs, CA 92240, <u>before 2:00 p.m. on November 29, 2022</u>. **Public Works "Bid: Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way, City Project No. 3026"** <u>shall appear on the envelope of each bid proposal and</u> The bids will then will be reviewed by staff, and the selected contractor shall be selected and notified prior to December 6, 2022.

Each submitted bid proposal must be accompanied by a certified or cashier's check, or a surety bond, payable to the City of Desert Hot Springs in the amount equivalent to at least 10% of the total aggregate bid price of such bid proposal, as a guaranty that the bidder, if its bid proposal be accepted, will enter into and execute the awarded contract, and furnish the required bonds in connection therewith, in accordance with the terms of the aforementioned Specifications.

No bid proposal will be accepted from a CONTRACTOR who has not been licensed in accordance with the provisions of the Business and Professions Code. The work requires a California Class "A" contractor's license.

The bids must be submitted on the proposal forms included in the bidder's package of the contract documents.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: BIDDER must agree to commence work on or before the date of the written "**Notice to Proceed**" (**NTP**) of the AGENCY and to fully complete the project in 120 consecutive calendar days. BIDDER must agree also to pay as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) for each working day thereafter as provided in these Specifications.

<u>OBTAINING CONTRACT DOCUMENTS</u>: Plans, Specifications, and Bid Package for the **Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way** are available on the City of Desert Hot Springs website.

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The contract Specifications include by reference the "City of Desert Hot Springs" Standard Specifications" (available online at www.cityofdhs.org); "Riverside County Standard Specifications," Latest Edition; and "Standard Specifications for State of California, Department of Transportation," Latest Edition. The "Standard Specifications for Public Works Construction," 2015 Edition is available at Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Tel: (714) 517-0970, "Riverside County Specifications," available the Riverside Standard is at County website: https://rctlma.org/Portals/7/documents/ord461/ord461 specs.pdf, and "Standard Specifications for State of California, Department of Public Works," may be obtained from: State of California, Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815 (916)263-0822 or Publication Unit Web site: http://caltrans-opac.ca.gov/publicat.htm.

ADDITIONAL BID INFORMATION AND REQUIREMENTS: Pre-bid inquiries should be directed to Ms. Jilleen Ferris, City Engineer, at (760) 329-6411 X 220, or via email at **jferris@cityofdhs.org**. Pre-Bid questions regarding Plans and Specifications shall be submitted to: Nicholas Lowe via email only at <u>nick.lowe@webbassociates.com</u>. Include "Pre-bid Questions for Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way, Project No. 3026" in the "Subject Line".

The successful CONTRACTOR and his subcontractors will be required to possess business licenses from the City of Desert Hot Springs.

The contract, if awarded, will be awarded to a responsible contractor with the lowest responsive bid; however, the City of Desert Hot Springs reserves the right to reject any and all bid proposals. The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding 12 months or was unfaithful in any former contract with the City non-responsible. No BIDDER may withdraw his/her Bid Proposal for a period of sixty days after the date of the bid proposal opening.

A responsible contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the City's policy to conduct business only with responsible contractors.

The successful bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply may be cause for termination of the contract or initiation of debarment proceedings.

All persons performing the work shall be paid not less than the General Prevailing Wage Determination prepared by the Director of Industrial Relations pursuant to the State Labor Code. Copies of these wage rates are available at the Department of Public Works.

The successful bidder must provide full disclosure of False Claims Act violations, labor law/payroll violations, debarments, and civil/criminal legal actions as provided in

CITY PROJECT NO. 3026

Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way

the Instructions to Bidders. Failure to complete these forms may result in a determination that the bidder is nonresponsive and/or not responsible.

The successful bidder, hereinafter called "the CONTRACTOR" to whom this contract is awarded will be required, before execution of the contract by the City of Desert Hot Springs, hereinafter "the AGENCY," to file with said AGENCY surety bonds as follows:

A "Faithful Performance Bond" amounting to 100% of the total contract price is required for all contracts.

A "Payment Bond" (labor and material) amounting to 100% of the total contract price is required for all contracts.

A "Certificate of Liability Insurance," naming the City of Desert Hot Springs and The County of Riverside as an additional insured. See "Insurance and Bonds" paragraphs within the Special Instructions to Bidders Section.

A "Certificate of Worker's Compensation Insurance".

And a "Certificate of Commercial Vehicle Liability Insurance" (See "Insurance and Bonds" paragraphs within the Special Instructions to Bidders Section.

Surety bonds shall be subject to the condition that the surety thereon be approved by the AGENCY Attorney and AGENCY Council. Bonding forms are included in this document.

As provided for in Section 4590 of the California Government Code and in Section 22300 of the State Public Contract Code, the contractor may substitute securities for any monies withheld by the Agency to ensure performance under the contract, or enter into an escrow agreement for payment of such monies to an escrow agent.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and 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.

The City supports and encourages equal opportunity contracting.

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

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site at <u>www.dir.ca.gov</u>. 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.

The Federal minimum wage rate requirements, as predetermined by the Secretary of Labor, are set forth in the books issued for bidding purposes, referred to herein as Project Bid Documents (Special Federal Provisions), and in copies of this book which may be examined at the office described above where the project plans, special provisions, and proposal forms may be seen. Addenda to modify the minimum wage rates, if necessary, will be issued to holders of the Project Bid Documents.

PROPOSED CONSTRUCTION SCHEDULE

The following schedule is to be required for the proposed project. The schedule may be extended by the City due to circumstances unforeseen at the time of advertisement.

November 7, 2022 November 29, 2022	Request For Proposal Advertised Bids Submitted by 2:00PM
December 6, 2022	Anticipated award of construction contract
December 20, 2022	Contracts fully executed / Notice to proceed issued
January 4, 2023	Pre-Construction meeting
February 1, 2023	Construction begins
April 1, 2023	Construction completed

CITY OF DESERT HOT SPRINGS JERRYL SORIANO, CMC, CITY CLERK City of Desert Hot Springs 11999 Palm Drive, Desert Hot Springs, California 92240 (760) 329-6411

Advertised: November 7, 2022

BIDDER'S PROPOSAL

FOR THE **Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way** IN THE CITY OF DESERT HOT SPRINGS, CALIFORNIA

Date _____ 20____

To the City Council of the City of Desert Hot Springs:

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:

(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

(b) That this bid proposal is made without collusion with any person, firm or corporation.

(c) That he has carefully examined the location of the proposed work and has familiarized himself with all of the physical and climatic conditions, and makes this bid proposal solely upon his own knowledge.

(d) That by submitting this Bidder's Proposal, he acknowledges receipt and knowledge of the contents of those communications sent by the City of Desert Hot Springs to him at the address furnished by him to the City of Desert Hot Springs when this bid proposal form was obtained.

(e) That he has carefully examined the specifications, both general and detail, and the drawings attached hereto, and communications sent to him as aforesaid, and makes this bid proposal in accordance therewith.

(f) That, if this bid proposal is accepted he will enter into a written contract for the performance of the proposed work with the City of Desert Hot Springs.

BIDDER'S PROPOSAL

(g) That he proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and that the unit prices will apply to the actual quantities whatever they may be.

Accompanying this bid proposal is a certified or cashier's check or bidder's bond, payable to the order of the City of Desert Hot Springs in the sum of

DOLLARS (\$_____) Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state.

It is understood and agreed that should the bidder fail within ten days after award of contract to enter into the contract and furnish acceptable surety bonds, then the proceeds of said cash, check, or bidder's bond, shall become the property of the City of Desert Hot Springs, but if this contract is entered into and said bonds are furnished, or if the bid is not accepted then said check or cash shall be returned to the undersigned, or the bidder will be released from the bidder's bond.

Address of Bidder

Telephone of Bidder

City

Zip Code

Signature of Bidder

BID PROPOSAL FORM Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way

IN THE CITY OF DESERT HOT SPRINGS

TO THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, CALIFORNIA

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the bid proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, Technical Specifications, and Project Plans in the time and manner therein prescribed for the unit price set forth in the following schedule:

ITEM	EST.			
NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1.	1 LS	Mobilization for the lump sum price of		
		(words)	Lump Sum	\$
2.	1 LS	Traffic Control for the lump sum price of		
		(words)	Lump Sum	\$
3.	1 LS	Fugitive Dust Control for the lump sum price of		
		(words)	Lump Sum	\$

4.	1 LS	Signing and Striping for the lump sum price of		
		(words)	Lump Sum	\$
5.	1 LS	Traffic Signal Modification for the lump sum price of		
			Lump Sum	\$
ТОТА	L BID	(words)		\$
necess receive securit	ary bonds, with ed notice that the second se	her agrees that in case of def hin ten (10) days, not includi ne contract has been awarded a ng his bid proposal shall beco proposal and the acceptance th	ng Sundays and legal and is ready for signat ome the property of	l holidays, after having ure, the proceeds of the the City of Desert Hot
Signat	ure of bidder			
all ind	ividual co-part	tate. If a firm or co-partnersh ners composing the firm. If a nt, secretary, treasurer and man	corporation, state leg	
	Business Add	ress		
	Telephone Nu	mber		

Dated: ______, 20____

SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Name Under Which Sub- Contractor is Licensed		Specific Description of Sub- Contract Work and Portion of the Work

If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform the work with his own crews. (Alternative subcontractors for the same work are prohibited by provisions of the California Government Code.)

Dated

Bidder

Signature

Signature

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Project Identification

Bid Date

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last four calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporation or individual bidder. The bidder may attach any additional information or explanation of data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Calendar Years Prior to Current Year

2017 2018 2019 2020 2021 TOTAL CURRENT YR.

- 1. No. of contracts
- 2. Total dollar amount of contracts (in thousands of \$)
- 3. No. of fatalities
- 4. No. of lost work day cases
- 5. No. of lost work day cases involving permanent transfer to another job or termination of employment

6.* No. of lost workdays

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSEA No. 102.

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of these records.

Name of Bidder (print)		Signature	
Address		State Contractors' Lic. No. & Classification	
City	Zip Code	Telephone No.	
5		NIB-10	

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years.

Name and Address of Own	ner	
Primary Contact Name, En	nail, and Telephone Number	
Second Contact Name, En	nail, and Telephone Number	
Contract Amount	Type of Work	Date Complete
Name and Address of Own	ner	
Primary Contact Name, En	nail, and Telephone Number	
Second Contact Name, En	nail, and Telephone Number	
Contract Amount	Type of Work	Date Completed
Name and Address of Own	ner	
Primary Contact Name, Er	nail, and Telephone Number	
Second Contact Name, En	nail, and Telephone Number	
Contract Amount	Type of Work	Date Complete

4.

Name and Address of Owner

Primary Contact Name, Email, and Telephone Number

Second Contact Name, Email, and Telephone Number

Contract Amount

Type of Work

Date Completed

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance bonds:



PUBLIC WORKS CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY OF DESERT HOT SPRINGS AND

THIS PUBLIC WORKS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20___, by and between the City of Desert Hot Springs, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as "City," and _____, a _____, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City desires to retain Contractor, on an independent contractor basis, to perform [INSERT BRIEF DESCRIPTION OF SERVICES] as more particularly described below; and

WHEREAS, Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND RELEASES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. <u>Incorporation by Reference</u>

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. <u>Project Information</u>.

Location: _______ as depicted in Contractor's proposal dated ______, 20____, and attached hereto and incorporated herein as Exhibit "A" ("Scope of Services" or sometimes "Project"). In the event any conflict exists between this Agreement minus the Scope of Services, on the one hand, and the Scope of Services, on the other hand, the former shall supersede.

- Project description, including significant materials to be used and equipment to be installed: ______, in the City of Desert Hot Springs, California, as set forth in the Scope of Services.
- License classification applicable to Project: ______
- Approximate start date: ______
- Approximate completion date: ______
- Substantial completion of work evidenced by: Inspection and approval by City Staff.
- It is expressly agreed that except for extensions of time duly granted by the City, in writing, time shall be of the essence.
- The parties agree that the specifications, standards, and procedures set forth in the 2015 Greenbook: Standard Specifications for Public Works Construction ("Greenbook") shall govern the completion of the Project, and to such extent the Greenbook is incorporated herein by this reference; provided, however, in the event any conflict exists between this Agreement and the Greenbook, this Agreement shall supersede unless otherwise required by law.

3. <u>Contractor Information</u>

- Address: _____
- License Number: ______

4. Insurance Coverage

a. Contractor shall procure and maintain at its own expense, until expiration of the term of this Agreement as defined in Section 9, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall further procure and maintain at its own expense, until expiration of the term of this Agreement as defined in Section 9, commercial vehicle liability insurance covering personal injury and property damage, of not less than Two

Million Dollars (\$2,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall further procure and maintain at its expense, until expiration of the term of this Agreement as defined in Section 9, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by the Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the City, and to require any and all subcontractors and any other person or entity involved in the Project to do the same.

Worker's Compensation Insurance:

- Contractor has no employees and is exempt from workers' compensation requirements.
- Contractor carries workers' compensation insurance for all employees.

d. All policies required by this section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required herein, at minimum, and name as additional insureds the parties to this Agreement. 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.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the City provides written authorization to terminate the coverages following the City's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to

obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the City, and/or their officers, employees, servants, volunteers, agents and independent contractors.

5. <u>Insurance Documentation</u>

a. Contractor shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to and retained by the City at all times until expiration of the term of this Agreement as defined in Section 9.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the City, and its officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City, and their officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with at least thirty (30) days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. All insurance policies required to be provided by Contractor or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and their officers, employees, servants, volunteers, agents and independent contractors.

6. <u>Security</u>

a. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a payment bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to ______Dollars and No Cents (\$_____), as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. Contractor shall, concurrently with the execution hereof and to the extent not already completed, furnish a performance bond at no expense to the City, in substantially the same form as that attached hereto and made part hereof as Exhibit "C," or deposit an amount with the City equal to ______ Dollars and No Cents (\$_____), as security for the faithful performance of this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

c. The surety on any and all bonds and the form thereof shall be satisfactory to the City Attorney.

d. The payment bond shall remain in force and shall not be released until at least seven (7) months after the date of recordation of the Notice of Completion or Notice of Acceptance, whichever occurs first. The performance bond shall remain in force until at least (1) year after the date of final acceptance of the Project, unless the City determines, in its sole and absolute discretion, to release the Performance Bond earlier and notifies Contractor of the same in writing.

7. <u>Compensation; Payments</u>

a. Contractor shall be paid compensation not to exceed Dollars and No Cents (\$_____) for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials, in accordance with the Scope of Services.

b. Contractor shall invoice the City for the performance of the services under this Agreement in the amount agreed upon by the parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice within 30 days of receipt by the City, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement.

c. Pursuant to Public Contract Code section 9203, the City shall retain no less than five percent of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) days from the date of the City's acceptance of the work pursuant to this Agreement.

8. Extra Work and Change Orders

Extra work and change orders shall become a part of this Agreement once the extra work or change order is approved in writing and signed by the City and Contractor, prior to the commencement of any extra work or change in work covered by the change order. The City's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The City shall not require Contractor to perform any extra work or a change in work without written authorization. A change order shall not be enforceable against the City unless the change order complies with this provision.

9. <u>Term</u>

Contractor will perform the services set forth in the Scope of Services and in any approved change orders pursuant to section 1 of this Agreement, the term of which shall commence as of ______, and shall expire one (1) year following the City's acceptance of the Project pursuant to this Agreement, or upon release of the Performance Bond in accordance with Section 6.d. of this Agreement, whichever occurs first.

10. <u>Independent Contractor</u>

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to City employees and not to independent contractors.

11. <u>Civil Code Section 1542 Waiver</u>

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver

and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Initials

12. <u>Acceptance of Work</u>

Acceptance of the Project shall be by action of the City Council or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the City of any defects in the Project. From and after acceptance, the Project shall be owned and operated by the City. As a condition to acceptance, Contractor shall certify to the City in writing that all of the Project performance has been performed in strict conformity with this Agreement and that all costs have been paid, satisfactory to the City, guaranteeing such performance.

13. <u>Warranty</u>

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use for a duration that shall continue until expiration of the term of this Agreement as described in Section 9, or the longest period permitted by law, whichever is later. If any defects in materials or workmanship become evident prior to expiration of the warranty granted in this Section, the Contractor shall, at its own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the this Agreement. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the City by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven (7) calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the cost and charges therefor immediately on demand.

b. If, in the opinion of the City, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the City or to prevent interruption of operations, the City shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may proceed to make such correction or provide such repair. The costs of such correction or repair shall be charged against Contractor, who agrees to make payment for said costs upon demand. Corrective action by the City will not relieve Contractor or Contractor's sureties or insurers of the guarantees and indemnities of this Agreement.

c. This section does not in any way limit the City's remedies available under the law, or the guarantee or warranty on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee or warranty period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the City all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the indemnity or insurance provisions of this Agreement.

14. Indemnification

a. Contractor shall defend, indemnify and hold harmless the City, their officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith) arising out of the performance of this Agreement, except for any such claim arising out of the sole or active negligence or willful misconduct of the City, or their officers, agents, employees or volunteers.

b. If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers to the same extent as Contractor is required in the preceding paragraph.

c. The City does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

d. Notwithstanding the foregoing provisions of this section, Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Contractor's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Contractor's control, or for which Contractor is without fault.

e. This section shall survive termination or expiration of this Agreement.

15. <u>Default</u>

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen days after

receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

16. <u>Licenses, Certifications and Permits</u>

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

17. Labor Laws, Prevailing Wages

a. All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor's employees and independent contractors, or Contractor's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

Contractor and all of Contractor's subcontractors, if any, shall pay each C. employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at http://www.dir.ca.gov/dlsr/PWD/index.htm and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be the Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

d. Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security

number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Contractor's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Contractor hereby e. acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be gualified 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 public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor's employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

18. <u>Notices</u>

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:	Public Works Director City of Desert Hot Springs
	11999 Palm Drive
	Desert Hot Springs, CA 92240
	Telephone: (760) 329-6411
	Facsimile: (760) 288-3129

To Contractor:



b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

19. <u>General Conditions</u>

a. <u>Severability</u>. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. <u>Governing Law</u>. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

c. <u>Cumulative Remedies</u>. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

d. <u>Venue</u>. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

e. <u>Litigation Expenses and Attorneys Fees</u>. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

g. <u>Entire Agreement</u>. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the City

and Contractor. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. <u>Conflicts of Interest.</u> Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the City officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with City Hall, as specified under the Notice provisions of this Agreement, pursuant to the written instructions provided by the City.

i. <u>Termination</u>. This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

Luke Rainey, City Manager

By Its: _____

ATTEST:

Jerryl Soriano, CMC, City Clerk

APPROVED AS TO FORM:

Jennifer A. Mizrahi, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SEE ATTACHED PROPOSAL DATED _____

EXHIBIT "B"

PAYMENT BOND

We. as Principal, and as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Desert Hot Springs ("CITY") and those for whose benefit this bond insures in the sum of U.S. Dollars and No). CITY and Principal have entered into an agreement, or are about to enter Cents (\$ into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 et seq. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should CITY become a party to any action on this bond, that each will also pay CITY'S reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this	_day of	, 20
Seal of Corporation		By Authorized Representative of Principal Title
(ATTACH ACKNOWLEDGEN	IENT)	By Authorized Representative of Principal Title
Any claims under this bond ma	ay be addi	ressed to: (check one)
Surety's agent for service of process in California:		() Surety Company
Name	_	Street Number
Street Number	_	City and State
City and State	_	Telephone Number
Telephone Number	_	By
		By Attorney in Fact or other Representative
(ATTACH ACKNOWLEDGEN		
		()Company Agent
APPROVED AS TO FORM:		Street Number
		City and State
City Attorney		

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "C"

PERFORMANCE BOND

We,______, as Principal, and ______, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Desert Hot Springs ("CITY") for payment of the penal sum of _______US. Dollars and No Cents (\$_____). CITY and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by CITY and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the CITY, CITY'S engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the CITY is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CITY'S reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Seal of Corporation By	Executed this	day of, 20
Title By Authorized Representative of Principal Title (ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES) Any claims under this bond may be addressed to: (check one) Surety's agent for service of process in California: () Surety Company Name Street Number City and State	Seal of Corporation	
Title By Authorized Representative of Principal Title (ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES) Any claims under this bond may be addressed to: (check one) Surety's agent for service of process in California: () Surety Company Name Street Number City and State		Ву
Title By Authorized Representative of Principal Title (ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES) Any claims under this bond may be addressed to: (check one) Surety's agent for service of process in California: () Surety Company Name Street Number City and State		Authorized Representative of Principal
By		Title
Authorized Representative of Principal Title		
Title		Ву
(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES) Any claims under this bond may be addressed to: (check one) Surety's agent for service of process in California: () Surety Company Name Street Number Street Number City and State		Authorized Representative of Principal
Any claims under this bond may be addressed to: (check one) Surety's agent for service of process in California: Name Street Number Street Number City and State		Title
Any claims under this bond may be addressed to: (check one) Surety's agent for service of process in California: Name Street Number Street Number City and State	(ATTACH ACKNOWLED	GEMENT OF AUTHORIZED REPRESENTATIVES)
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·		
City and State Telephone Number	Street Number	City and State
City and State Telephone Number		
	City and State	Telephone Number
Telephone Number	Telephone Number	
By		By
By Attorney in Fact or other		Attorney in Eact or other
Representative		Representative
(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)	(ATTACH ACKNOWL	
· · · · ·	Υ.	
() Company Agent		()
Company Agent		Company Agent
Street Number		Street Number
APPROVED AS TO FORM:	APPROVED AS TO FORM.	Sueer number
City and State		City and State
City Attorney Telephone	City Attorney	Telephone

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
)ss
COUNTY OF)

_____, being first duly sworn,

deposes and says:

That he is a member of the co-partnership firm designated as

which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

That he has been and is duly vested with authority to make and sign instruments for the co-partnership by

who constitute the other members of the co-partnership.

Signature

Subscribed and sworn (affirmed) to before me this

day of _____, 20____

Signature of Officer Administering Oath (NOTARY PUBLIC)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)	
COUNTY OF)ss)	
		, being first duly sworn,
deposes and says:		
That he is		of,

a corporation which is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn (a	affirmed)
to before me this	

_____day of ______, 20____

Signature of Officer Administering Oath (NOTARY PUBLIC)

AFFIDAVIT FOR INDIVIDUAL BIDDER

))ss

)

STATE OF CALIFORNIA

COUNTY OF

, being first duly sworn,

deposes and says:

That he is the party making the foregoing bid proposal; that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn (affirmed) to before me this

_____day of ______, 20____

Signature of Officer Administering Oath (NOTARY PUBLIC)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)					
COUNTY OF)ss)					
deposes and says:		 ,	being	first	duly	sworn,
That he is				_of,		

one of the parties submitting the foregoing bid proposal as a joint venture and that he has been and is duly vested with the authority to make and sign instruments for and on behalf of the parties making said bid proposal who are:

that such bid proposal is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or person to put in a sham bid proposal or that such other person shall refrain from bidding; and has not in any manner sought by collusion to secure any advantage against the City of Desert Hot Springs or any person interested in the proposed contract, for himself or for any other person.

Signature

Subscribed and sworn to before me this

_____day of ______, 20____

Signature of Officer Administering Oath (NOTARY PUBLIC)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

as principal, and

as surety, are held and firmly bound unto the City of Desert Hot Springs, hereinafter "City" in the sum to ten percent (10%) of the total amount of the bid of the principal, to be paid to the said CITY or its certain attorney, its successors and assigns; for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City of Desert Hot Springs for certain construction specifically described as follows, for which bids are to be opened at <u>Desert Hot Springs City Hall</u> on <u>November 29, 2022</u> for **Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way**.

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form in accordance with the bid proposal, and files the two bonds with the City of Desert Hot Springs, one to guarantee faithful performance and other to guarantee payments for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.
BIDDER'S BOND

DF, we have hereunto set our hands and se, 20	ais on this da
	(seal)
	(seal)
	(seal)
PRINCIPAL	(seal)
	(seal)
SURETY	(seal)
ADDRESS	(seal)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATION OF NON-DISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of Desert Hot Springs, the firm listed below certifies that it does not discriminate in its employment with regards to race, religion, sex, or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding non-discrimination in employment; and that it will pursue an affirmative course of action as required by the affirmative action guidelines.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM	
TITLE OF OFFICER SIGNING	
SIGNATURE	DATE

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:



CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder ______, proposed subcontractor ______, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY:

(TITLE)

DATE:_____, 20___.

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

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

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

NON-COLLUSION AFFIDAVIT

The undersigned in submitting a bid proposal for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

The furnishing of all labor and materials and equipment for the **Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way**, consisting of removing existing concrete and asphalt concrete improvements; the construction of concrete curbs, gutters, sidewalk, driveway approach, and curb ramps; cold mill and overlay asphalt concrete pavement; the installation of solar-powered flashing beacons; and the installation of traffic signs, striping, and markings. Removed material shall be legally disposed of off-site at the Contractor's expense. All project work and incidental items to complete the project shall be performed in accordance with the plans, specifications, and other provisions of the contract. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition.

		Signature of I	Bidder
Business Address			
Place of Bus	iness		
Subscribed and swo	rn (affirmed) to before m	ne thisday of	, 20
	Notary Public in and f	for the County of, State of Cali	ifornia
	My commission expire	es	, 20

GENERAL PROVISIONS

1.0 STANDARD SPECIFICATIONS

All work under this contract shall conform to the 2015 edition of the Standard Specifications for Public Works Construction, including all supplements, popularly known as the **Green Book**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of the Standard Specifications are available at the following addresses of the publisher:

Bookstore: Building News, Inc. 3055 Overland Avenue at Santa Monica Freeway Los Angeles, CA

Mail Order:Building News, Inc. P.O. Box 3031 Terminal Annex Los Angeles, CA 90051 (213) 202-7775

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, as defined in the "Interpretation of Plans and Documents, Special Instruction to Bidders", provides a different requirement on a given topic or topic aspect. All language in the Standard Specifications that is not in conflict with the language in the prevailing Contract Documents on a given topic or topic aspect shall remain in full force and effect, unless the language in the prevailing Contract Document Specification and says said provision is in lieu that Standard Specification.

2.0 STANDARD PLANS

The Standard Plans of the City of Desert Hot Springs are to be used where applicable.

3.0 PRE-CONSTRUCTION CONFERENCE

The City Engineer will schedule a pre-construction conference and organizational meeting at the project site or other convenient location upon award and/or execution of the Contract and prior to commencement of construction activities.

3.1 Attendees

The City and its consultants, and the Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

3.2 <u>Agenda</u>

The City Engineer will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction.

4.0 **PROGRESS SCHEDULES**

4.1 General

Prior to commencing work, the Contractor shall provide a Gantt Chart Construction Schedule using Microsoft Project software, or approved equal, showing all major items of work complete with start dates, durations, end dates, and relationships between tasks. During the course of construction, the Contractor shall provide City staff weekly progress schedule updates. The Construction Schedule and weekly progress schedule updates shall be submitted to City staff in both hard copy and digital format.

4.2 Construction Schedule

- 4.2.1 The schedule shall be submitted within five (5) days of Notice to Proceed and accepted by the City Engineer before the first partial payment can be made.
- 4.2.2 The Contractor shall submit the schedule based on the Critical Path Method (CPM) using Microsoft Project software, or approved equal. The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:
 - a. The start and completion dates of all work items.
 - b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
 - c. Progress milestone events or other significant stages of completion.
 - d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.
 - e. All activities, other than procurement activities, **shall be cost-loaded.**

Activities shall be no longer than 10 workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the City Engineer, for repetitious activities of longer durations for which progress can be easily monitored.

- 4.2.3 Any activity that cannot be completed by its original completion date shall be considered to be "behind schedule."
- 4.2.4 At not less than monthly intervals and when requested by the City Engineer, the Contractor shall submit a revised schedule for all work remaining. If, at any time, the City Engineer considers the project completion date to be in jeopardy because of activities "behind schedule," the Contractor shall submit additional schedules and diagrams indicating how the Contractor intends to accomplish the remaining work to meet the Contract completion date.
- 4.2.5 All change orders, regardless of origin, shall be reflected in the schedule.

4.3 <u>Time Impact Analysis</u>

4.3.1 When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the City Engineer a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current contract schedule completion date.

4.4 Weekly Activities Plan

On the last working day of every week the Contractor shall submit to the City Engineer the Contractor's Plan of Activities for the following two weeks. The Plan of Activities shall describe the activity and location of the activity.

4.5 Cash Flow Projection

A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

4.6 Lump Sum Price Breakdown

For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the City Engineer prior to the first payment and within twenty (20) calendar days after award of the Contract. The price breakdown, as agreed upon by the Contractor and the City Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. Mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the City Engineer, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown will be subject to the approval of the City Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The price breakdown shall be sufficiently detailed to permit its use by the City Engineer as one of the bases for evaluating requests for payments. The City Engineer shall be the sole judge of the adequacy of the price breakdown.

5.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

5.1 Dust Control

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet and clean during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the City Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete. Dust control measures and cleaning shall be to the satisfaction of the appropriate City representative.

Prior to occupation of the project site, the contractor shall submit and receive approval of a fugitive dust control plan prepared in accordance with PM-10 Rule 403.1. A copy of the ordinance is available for review at the City.

Upon completion of the project, the contractor shall apply a polymer based soil stabilizer to all areas disturbed by the construction operation. The contractor shall submit soil stabilizer details and manufacturer recommendations to the City for acceptance prior to application. Application shall be warranted for a minimum of one (1) year from date of application.

5.2 Noise Abatement

Operations shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

5.3 Working Hours

Construction operations and maintenance of equipment within one half mile of human occupancy shall be performed only during the time periods as follows:

October 1 to April 30:	Monday - Friday	7:00 AM to 5:30 P.M.
May 1 to September 30	:Monday - Friday	6:00 AM to 7:00 P.M.

The foregoing time frames are the typical working hours allowed by the City, but other restrictions may apply for certain operations as specified elsewhere in these specifications. The Contractor shall be responsible for any inspection and additional administration costs incurred by the City for work by the Contractor after the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work described in the Special Provisions specifically required to be performed outside the normal working hours are excluded from the provisions of this paragraph.

The Contractor shall notify the City Engineer at least 72 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

5.4 Drainage Control

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

5.5 <u>Construction Cleaning</u>

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from his operations, or as directed and to the satisfaction of the appropriate City representative.

5.6 **Disposal of Material**

The Contractor shall make arrangements for disposing of materials outside the right-of-way and the Contractor shall pay all costs involved. The Contractor shall first obtain permission

from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

5.7 Parking and Storage Areas

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage must be approved by the City Engineer.

6.0 **PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible. Lawns shall be restored with sod.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, irrigation, sprinklers, and other improvements within the right-of-way which are designated for removal and would be destroyed because of the work.

7.0 **EXISTING UTILITIES**

7.1 <u>General</u>

Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate required notification center. The notification center for Desert Hot Springs can be reached by contacting UNDERGROUND SERVICE ALERT (USA) at 1-800-422-4133. USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice.

7.2 Notification and Location

At least two (2) working days before performing any excavation work, the Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective owners and which he believes may affect or be affected by his operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The following utility companies provide service to the Desert Hot Springs area and can be contacted via the USA telephone number or the number list below.

- 1. The Gas Company, (909) 335-7507
- 2. Southern California Edison, (760) 202-4257
- 3. Frontier Communications, (760) 864-1715
- 4. Mission Springs Water District, (760) 329-6448
- 5. Spectrum Cable, (760) 674-5433

7.3 Damage and Protection

The Contractor shall immediately notify the City Engineer and utility owner of any damage to a utility.

7.4 **<u>Utility Relocation and Rearrangement</u>**

The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the Work. The Contractor shall coordinate with the owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the City Engineer of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by City Engineer. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party.

Where it is determined by the City Engineer that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the City Engineer will provide for the rearrangement of such facility by other forces or by the Contractor.

When the General Provisions, Special Provisions, Technical Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

7.5 <u>Underground Facilities</u>

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities which the Contractor is connecting to.

No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify The Gas Company's Headquarters Planning Office at least 2 working days prior to the start of construction.

8.0 CONSTRUCTION SURVEY AND STAKING

The Contractor shall protect existing survey monuments. If survey monuments are damaged by the work, the Contractor shall be responsible for the proper replacement of the monument at no cost to the City.

SPECIAL PROVISIONS

1.0 <u>GENERAL</u>

1.1 <u>Scope of Services</u>

It shall be the Contractor's responsibility to provide and furnish all materials, tools, labor and incidentals to complete the work as outlined in the Project Description and as shown in the Specifications and Contract Documents for **Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way, Project No. 3026.**

It shall be the Contractor's responsibility to thoroughly review the project area, familiarize itself with the scope of proposed work and submit the proposal for the work accordingly.

1.2 <u>Project Description</u>

The proposed improvements include the furnishing of all labor and materials and equipment for the **Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way**, consisting of removal of existing improvements and the construction of traffic signal modifications including traffic signal poles, traffic signal conductors and cables, removal of existing signal poles and foundations, loop detectors, signal heads, luminaires, and removal and installation of signage and striping near and at the project intersection. Removed material shall be legally disposed of offsite at the Contractor's expense. All project work and incidental items to complete the project shall be performed in accordance with the Plans, specifications, and other provisions of the contract. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition. **Refer to Technical Specifications**.

1.3 <u>Project Plans</u>

The area of work is shown on the attached plans titled "Traffic Signal Modification at Pierson Boulevard and Golden Eagle Way, Project No. 3026". The plan set consists of 9 Sheets, including:

- 1. Title Sheet (sheet 1)
- 2. Signing and Striping Plan (sheet 2)
- 3. Traffic Signal Modification Plan (sheet 3)

1.4 <u>Time Allowed for Construction</u>

This project shall be completed within **120 consecutive calendar days.**

1.5 <u>Record Drawings</u>

- 1.) The CONTRACTOR shall maintain on the job site, a set of full-size blueline or blackline prints, to which the CITY shall have access at all times. The Plans, Specifications, and other Contract Documents will govern the project.
- 2.) The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.
- 3.) While it is believed that much of the project will be shown on the Plans or indicated in the Specifications, this does not warrant the completeness or accuracy of such information. The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the project which would have been disclosed by a reasonable examination of the site.
- 4.) On these plans the CONTRACTOR shall mark all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like, shall be maintained up to date during the progress of the work.
- 5.) In the case of those drawings which are superseded by final shop drawings, the as-built drawings shall be updated by indicating how those portions are superseded.
- 6.) Upon completion of the work and prior to final acceptance, legible, as-built drawings shall be turned over to the CITY.

2.0 <u>BID ITEMS</u>

2.1 <u>General</u>

The bid items presented in the bidders schedule are intended to indicate major categories of the work for purposes of comparative bid analyses and payment breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories. The Contractor shall determine and include in its pricing, all materials, labor, and equipment necessary to complete each Bid Item associated appurtenant work.

Those items for which there is no estimated quantity and/or specific pay item shall be completed in workmanship like manner to the satisfaction of the City Engineer. Work that is specified for which there is no bid item shall be considered incidental to work associated with bid items; therefore, the payment for these items shall be considered included in the various items of work for which a specific bid item has been provided.

Quantity of any bid item in excess of the final pay quantity shown on the plans or bidder's schedule estimated by the City Engineer will not be paid for. The final pay quantity can only be adjusted to reflect any change orders, extra work, or additional work authorized by the City Engineer.

2.2 Bid Item Descriptions

It shall be understood that bid item descriptions shall be constructed as shown on the Plans and/or specified by these Specifications. Payment will be made at the contract bid price for work complete in place and shall be the full compensation for furnishing all labor, materials, tools, equipment that is necessary to perform and complete the bid item work and all incidental appurtenant work as specified. The bid item descriptions shall not be considered specifications on how the work is to be performed.

Bid Item 1 - Mobilization

The Contractor shall mobilize within 5 consecutive calendar days from the date of the City's "Notice to Proceed". The lump sum bid price for mobilization shall include all costs associated with insurance; bonding; required permits and fees including but not limited to the use of construction staging area(s), coordination with utilities, obtaining construction water, and work within existing utility easements; potholing; mobilization; demobilization; preparation of a project schedule; project phasing; supervision and meetings; and coordination of concurrent work.

Contractor shall provide site security at all times for the duration of construction. It will be the sole responsibility of the Contractor to provide adequate protection of all work until final completion and acceptance. Contractor shall take particular precautions to protect underground piping and other facilities, etc. All damaged or disturbed items shall be replaced at the contractor's expense until final acceptance by City.

Full compensation for complying with these requirements hereinabove, as identified within these project specifications shall be included in the lump sum bid as indicated in the bid schedule. Fifty percent (50%) of the mobilization bid will be paid upon satisfactory move-in and 50% upon move-out.

Bid Item 2 - Traffic Control

Traffic Control shall include preparing traffic control plans for approval by the City Engineer; placing, maintaining, and removing traffic cones, tree flags, advance warning signs, flagmen, barricades, temporary striping, and other safety devices as required for public safety or as directed by the City Engineer in accordance with the Manual of Traffic Control Devices and Watch Handbook. Conflicting striping shall be wet sandblasted per the specifications. All traffic control measures shall be to the satisfaction of the appropriate City representative.

Full compensation for complying with these requirements shall be included in the lump sum bid as indicated in the bid schedule.

<u>Bid Item 3 – Fugitive Dust Control</u>

The Contractor shall take whatever steps, procedures, or means required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction.

Unless the construction dictates otherwise, and unless otherwise approved by the City Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle as necessary to keep paved areas acceptably clean whenever construction, including restoration, is incomplete. All dust control measures shall be to the satisfaction of the appropriate City representative.

Prior to occupation of the project site, the Contractor shall submit and receive approval from the City Engineer of a fugitive dust control plan.

Full compensation for complying with these requirements shall be included in the lump sum bid as indicated in the bid schedule.

Bid Item 5 – Signing and Striping

This item shall include the removal and installation of pavement striping lines, markings, legends, and raised pavement markers where shown on the Plans.

Full compensation for complying with these requirements shall be included in the lump sum bid as indicated in the bid schedule.

<u>Bid Item 6 – Traffic Signal Modification</u>

This item shall include the implementation of the signal pole removals and installation, traffic signal equipment removals and installation, traffic signal conductor and cable removal and installation, vehicle detection loop installation, and other appurtenant improvements as shown on the Plans. This item shall also include any sidewalk, curb, gutter, pullbox, curb ramp, and landscaping replacements as needed to install the traffic signal modifications whether or not shown on the Plans.

This item shall include the loading, hauling, and legally disposing of removed and excavated material.

Full compensation for complying with these requirements shall be included in the bid price per lineal foot as indicated in the bid schedule.

3.0 <u>MATERIALS</u>

3.1 <u>General</u>

Whenever a material, article or piece of equipment is identified on the drawings or specified by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.

3.2 <u>Substitutions</u>

The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to the brand name or catalog number and, if in the opinion of the City Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the City Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate substitute will be made by the Contractor without a change in the Contract Price or Contract time.

3.3 <u>Storage</u>

Materials and equipment shall be stored so as not to create a public nuisance and to insure the preservation of their quality and fitness for the work.

4.0 WORK DETAILS

4.1 <u>Traffic Control</u>

The Contractor shall provide a traffic control plans to the City for acceptance no later than five (5) days after issuance of the Notice of Award. Subsequently, comments and corrections shall be returned to the Contractor within five (5) working days. The traffic control plans shall conform to the following requirements listed in this section:

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-10 of the 2015 edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, the latest edition of the "Work Area Traffic Control Handbook", and the latest edition of the "California Manual on Uniform Traffic Control Devices".

In the event of conflict, the Special Provisions shall take precedence over the "Work Area Traffic Control Handbook." The "Work Area Traffic Control Handbook" shall take precedence over the plans, and the plans shall take precedence over the "Standard Specifications."

Traffic control and the traffic plan shall conform to the following:

a. All streets and shall remain open to through traffic at all times unless otherwise approved by the City Engineer. Vehicular access shall be maintained at all times to all residences and businesses unless otherwise approved by the City Engineer.

b. The traffic control plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of plans as necessary for specific items of work. These plans shall be approved by the City Engineer prior to the Contractor commencing any work.

c. All traffic controls and safety devices, equipment and materials, including but not limited to, cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, makers, portable barriers, flashing arrow signs, and markings shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days a week, 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 area affecting or affected by the work, from the start of work to the completion of the work.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight (28) inches in height, except that shorter cones, twelve (12) inches high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Except as otherwise directed and/or authorized by the City Engineer, two-way vehicular traffic shall be maintained at all times within a minimum of two, 12-foot-wide lanes. At no time shall the Contractor be allowed to reduce the traveled way to one-way vehicular traffic except as otherwise directed and/or authorized by the City Engineer. No lane closures shall be permitted or allowed on any City street before 9:00AM and after 3:00PM unless authorization to do so is granted by the City Engineer.

h. Access to vacant unused property may be restricted at the City Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City Engineer.

i. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be

promptly repaired, refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be properly returned or restored to their proper position.

j. Any obstructed 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. 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 vehicular and/or pedestrian traffic to which it applies.

k. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers or traffic signalized intersections.

1. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the City Engineer. Materials spilled on or along said right-of-way or parking areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

m. 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 obstruction, and necessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City Engineer.

n. 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 and/or mitigate any situation, which in the sole opinion of the City Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/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.

o. Violations of any of the above provisions and/or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shutdown or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.

p. Full compensation for compliance with the provisions specified and referred to herein above shall be considered as being fully included in the Contract bid item provided therefore.

q. The Contract item "Traffic Control" shall include labor lights, barricades, signs, materials, and equipment necessary to ensure that the vehicular traffic conforms to requirements as set forth in this section and as shown on the drawings.

r. The compensation for furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advance warning signs, barricades, temporary striping, and other safety devices as required for public safety or as directed by the City Engineer, shall be considered full compensation for all labor and materials for complying with these requirements, and no additional compensation will be made therefore. All traffic control measures shall be to the satisfaction of the appropriate City representative.

4.2 <u>Dust Control</u>

Dust generated by traffic, Contractor's operations, or wind are all included in the definition of dust. The Contractor will be responsible for watering the work area where dust is generated from traffic, Contractor's operations and wind. Contractor's area of operations includes areas outside of roadbed or trench limits where excavation, fill, or stockpiling of dirt or debris has taken place. The Contractor is responsible for monitoring all of the above-described areas in the project area during the life of the project, including holidays and weekends. Dust control measures shall be to the satisfaction of the City Engineer.

4.3 <u>Construction Survey and Staking</u>

All construction survey and staking shall be performed under the direction of a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California. All work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the Work. Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

4.4 <u>Water</u>

The Contractor shall make arrangements with the Mission Springs Water District to obtain water from designated adjacent fire hydrants for use in dust control. It shall be the responsibility of the contractor to pay for the water and any deposits required. The cost to furnish and apply water shall be included in the unit prices for the various items bid and no additional payment will be allowed therefore.

4.5 <u>Permits, Licenses and Inspection Fees</u>

The Contractor shall obtain and pay for all costs incurred for permits, licenses and inspection fees required by other agencies because of his operations. Prior to starting any work, the Contractor shall be required to have a City of Desert Hot Springs Business License for the life of the contract; his subcontractors shall also have Business Licenses for the time they are engaged in work.

4.6 <u>Air Contaminants</u>

The Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

4.7 <u>Notification</u>

The Contractor shall notify the City, local authorities, and utility companies, of his intent to begin work at least five days before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area including coordinating with trash collection, school bus schedules, public transportation, and emergency activities.

Three days before work is to begin, the Contractor shall provide written notice of intent to begin work to all occupied residential and commercial properties abutting proposed improvements. The written notice will be approved by the City prior to issuance, and shall include at least the following information: brief description of the improvements, the name, address and phone number of the Contractor, and the date and time work is to begin and finish.

TECHNICAL SPECIFICATIONS

1.0 <u>GENERAL REQUIREMENTS</u>

1.1 <u>Construction Methods and Materials</u>

The construction methods and materials shall be in accordance with the City of Desert Hot Springs Street Specifications dated August 11, 2022, the State Standard Specifications (Caltrans) dated 2018, and these Technical Specifications.

1.2 Drawings and Specifications

The project drawings and details are considered as part of these specifications, and any work or materials shown on the drawings and not mentioned in the specifications, or vise versa, are executed as if specifically mentioned in both.

1.3 <u>Accuracy of Plans</u>

Existing subsurface utilities are shown on the drawings from the best available information. The Contractor shall verify exact location of all utilities prior to the start of construction.

1.4 Verifying Drawings and Job Conditions

Examine all drawings and specifications, and record drawings in a manner to be fully cognizant of all work required, and all existing conditions.

Visit the site and verify existing conditions. Make adjustments and allowances for all necessary equipment to complete all parts of the drawings and specifications.

1.5 Drawings of Record

Provide and keep up-to-date, a complete record set of blue line prints. Correct these prints daily, and show every change from the original drawings. Keep this set of prints on the job site, and use only as a record set. Do not construe this as authorization to make changes in the layout without definite instruction in each case. Incorporate all changes as noted on the record set of prints thereon with red ink in a neat, legible, understandable and professional manner. Deliver this set to the City upon completion and acceptance of work.

1.6 <u>Cooperation with Other Contractors</u>

Section 7-7 is amended by the addition of the following provisions:

Should the Contractor foresee any interference, or believe project delays or problems

might occur due to any action of any other contractor, or if the Contractor determines his own work may cause a delay to the work of the other contractors, the Contractor shall bring this to the attention of the Engineer as soon as possible so that the potential problems or delays may be worked out before problems arise. It is the intention of these Specifications that the Contractor shall cooperate as needed to effect this purpose, and shall be prepared to make short delays, to redeploy its work force to other parts of the work or project, to temporarily reschedule work, and take other reasonable actions to minimize interference and maximize cooperation with all other parties working within the project area.

If the Contractor maintains that he is unable to reasonably cooperate with others, then the Contractor shall be prepared to verify to the satisfaction of the Engineer that there are no reasonable actions which he could take to cooperate with others, and that if he did, such actions would cause serious financial harm or unreasonable delay to the Contractor. If the Engineer finds that such evidence is unsatisfactory, the Engineer may order the Contractor to take whatever reasonable actions the Engineer determines are necessary to provide the needed cooperation in order to meet the intent of these Specifications.

The Contractor shall have no claim for extra compensation for any delay or costs if his work is held up, delayed or interrupted by the City having to order cooperative work measures or schedule priorities as outlined above. An extension of contract time shall be the only compensation granted.

2.0 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-3.4, "Mobilization" of the Standard Specifications. <u>Mobilization</u> includes expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidental to the project site; for the establishment of all facilities necessary for work on the project; 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 as well as the related demobilization costs anticipated at the completion of the project.

Mobilization shall be paid for at the Contract <u>Lump Sum</u> Price as shown on the Bid Schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the contractor is completely demobilized and all project sites have satisfactorily been restored and the project clean up is completed.

3.0 TRAFFIC CONTROL

The Contractor shall furnish, install and maintain temporary construction signs, delineators, barricades, and other safety devices as required for public safety as or directed by the CITY. Attention is directed to Section 7, "Responsibilities of the Contractor" of the Standard Specifications and these Special Provisions. This work shall

conform to the Standard Specifications and the "Work Area Traffic Control Handbook" (WATCH Manual) and the California "Manual on Uniform Traffic Control Devices" (CA MUTCD). This item includes but is not limited to:

- A. Furnish, install and maintain temporary signs, flashers, barricades, delineators, etc.
- B. Remove temporary facilities upon completion of the project.
- C. Furnish and provide flagmen as necessary for traffic control.
- D. The Contractor shall maintain at a minimum, 1-12' lane in each direction for local traffic, unless otherwise approved by the City Engineer. Access for local traffic and emergency vehicles shall be maintained at all times unless otherwise approved by the City Engineer.

The Contractor shall provide detailed traffic control plans for City review and approval prior to start of construction.

Compensation for Traffic Control shall be paid for at the Contract <u>Lump Sum</u> price as shown on the Bid Schedule and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in Traffic Control as specified. All traffic control measures shall be to the satisfaction of the appropriate City representative.

4.0 <u>DUST CONTROL</u>

Dust Control shall be in accordance with the approved Local Air Quality Management Plan (LAQMP) for this project. The Contractor shall prepare for review and approval by the Agency, the required PM-10 plan. The plan shall be prepared in accordance with South Coast Air Quality Management District guidelines. The Contractor shall have a designated person Certified by the SCAQMD to prepare and the PM-10 plan and oversee the approved dust control measures. Dust control shall include, but is not limited to the following:

- 1) Maintain dust control at all times by watering, including developing a water supply, and furnishing and placing all water required for work done in the contract.
- 2) Provide means to prevent track out onto public streets.
- 3) Provide street sweeping of material tracked onto public streets.
- 4) The Contractor shall be responsible for the procurement and application of an AGENCY approved soil stabilizer, at an AGENCY approved rate of application, which complies with the AGENCY's PM-10 ordinance and the Local Water Quality Control Board. The Contractor shall place this approved dust palliative on all unimproved areas which have been disturbed by their operations. Unimproved areas shall include as a minimum the disturbed areas behind the curb and gutter. Measurement and payment for the soil stabilizer for the supply and application of the AGENCY approved material shall be included in the contractors bid item for Dust Control and no additional compensation shall be

allowed. The soil stabilization shall conform to the following:

a. All surface areas of the earth in the project area and associated with the project work disturbed by the Contractor's operations must be stabilized by an approved Contractor using an approved soil stabilization material.

b. "Disturbed surface area" is described as that portion of the earth's surface which, through the activities of the Contractor, has been physically moved, uncovered, de-stabilized, or otherwise modified form its undisturbed natural soil condition.

c. Contractor's activities are described as any activity by Contractor's work force, equipment, vehicles, suppliers, vendors, etc. in the construction of this project. The project area and Contractor's area of operations includes areas outside of the project area used for excavation, fill, or stockpiling of soils, material, and debris.

d. The soil stabilization material to be used must be a material that is not prohibited for use by the California Regional Water Quality Control Board, the Environmental Protection Agency, or any other law, rule, or regulation.

e. The soil stabilization material shall provide a method of dust control to mitigate fugitive dust and PM-10 emissions. The application rates shall be per manufacturer's requirements and additionally shall be applied in sufficient quantities to eliminate wind erosion from disturbed surface areas for a one year duration measured from the time of application.

Compensation for Dust Control shall be paid for at the Contract <u>Lump Sum</u> price as shown on the Bid Schedule and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in Dust Control as specified. Dust control measures shall be to the satisfaction of the City Engineer.

5.0 <u>EARTHWORK</u>

Excavation, grading, subgrade preparation, and backfill for concrete flatwork and asphalt concrete pavement shall be performed in accordance with Section 19 of the State Standard Specifications. Excavation, grading, subgrade preparation, and backfill for new footings and walls shall be in accordance with Section 19 of the State Standard Specifications.

After existing concrete flatwork and pavement is removed by the Contractor, no area of the parkway, private property, or public roadway shall be left without new concrete flatwork or new pavement for a period exceeding 14 consecutive calendar days without prior approval from the City Engineer.

Compensation for Earthwork shall be paid for as part of the Signing and Striping and Traffic Signal Modification bid items and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and

doing all work involved as specified. All earthwork shall be to the satisfaction of the appropriate City representative.

6.0 <u>AGGREGATE BASE</u>

Aggregate base under cross gutters and new asphalt concrete pavement shall be Class 2 Aggregate Base in accordance with Section 26 of the State Standard Specifications. Aggregate grading shall be 3/4" maximum.

Compensation for Aggregate Base shall be paid for as part of Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified.

7.0 <u>CONCRETE CURB, CURB & GUTTER, AND CROSS GUTTER</u>

Concrete curb, curb & gutters, and cross gutters shall be constructed in accordance with Sections 73 and 90 of the State Standard Specifications, the details shown on the Plans, City Standard Nos. 200, 201, 204, and 213, included in Appendix A.

Compensation for Concrete Curb, Curb & Gutter, and Cross Gutter shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All concrete work shall be to the satisfaction of the appropriate City representative.

8.0 <u>CONCRETE SIDEWALK</u>

Concrete curb ramps shall be constructed in accordance with Sections 73 and 90 of the State Standard Specifications and City Standard No. 401.

Compensation for Concrete Sidewalk shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All concrete work shall be to the satisfaction of the appropriate City representative.

9.0 <u>CONCRETE CURB RAMPS</u>

Concrete curb ramps shall be constructed in accordance with Sections 73 and 90 of the State Standard Specifications and Caltrans Standard Plan A88A including retaining curbs, grooves, and detectable warning devices.

Compensation for Concrete Curb Ramps shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All concrete work shall be to the satisfaction of the appropriate City representative.

10.0 ASPHALT CONCRETE

Asphalt concrete shall be in accordance with Section 39 and Section 92 of the State Standard Specifications.

39-2 Materials

39-2.02 Aggregate: Aggregate grading shall be Type A. Use $\frac{3}{4}$ -inch maximum for base course and $\frac{1}{2}$ " maximum for surface course.

39-6 Spreading and Compacting

39-6.01 General Requirements: Asphalt concrete shall be spread and compacted in two (2) layers for roadway segments to be reconstructed. Surface course to be a minimum of $1 \frac{1}{2}$ " thick.

90-1.02 Materials

92-1.02(B) Grades: Asphalt binder shall be PG 70-10.

Compensation for Asphalt Concrete shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All asphalt concrete work shall be to the satisfaction of the appropriate City representative.

12.0 ASPHALT CONCRETE BERM

Asphalt concrete berms shall be in accordance with Section 39 of the State Standard Specifications.

Compensation for Asphalt Concrete Berm shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All asphalt concrete work shall be to the satisfaction of the appropriate City representative.

13.0 <u>SLURRY SEAL</u>

Slurry seal shall be Type II Emulsion-Aggregate Slurry in conformance subsection 203-5 of the Standard Specifications for Public Works Construction (Greenbook).

The Contractor shall submit a mix design to the Engineer for approval in accordance with subsection 203-5.2 of the Greenbook.

Slurry Seal shall be placed per subsection 302-4 of the Greenbook.

The Contractor shall submit a valid calibration report to the Engineer for approval for each continuous-flow mixer that will be used on the project in accordance with subsection 302-4.3.4 of the Greenbook.

The Contractor shall schedule test runs for each continuous-flow mixer to be used on the project for the approval of the Engineer, including the preparation of "Emulsion Calibration Worksheets" from the appendix of the ISSA "Inspector's Manual MA-1".

The Contractor shall remove all raised pavement markers within the area to be sealed.

The Contractor shall remove all thermoplastic and high-build pavement markings, legends, and striping by grinding prior to placing slurry seal.

Immediately before applying the slurry seal, the surface shall be clean and dry. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all loose particles of paving, all dirt, and all other extraneous material.

Crack Sealing

Work covered by this section includes routing, cleaning, and sealing pavement cracks greater than 1/8" in width as directed by the Engineer. Cracks and spalls in the pavement greater than 1" shall be filled with type F-AR-4000 asphalt concrete pavement, or a crack sealant product approved by the Engineer.

The Contractor shall include all costs for Crack Sealing in the Slurry Seal bid item including all labor, material, equipment, tools, traffic control and incidentals necessary to complete the work. Compensation shall include routing, crack cleaning, crack filling, and cleanup and no additional compensation will be made therefor.

Roadways shall be swept a minimum of 2 times a minimum of 7 days apart within the first 10 working days after the application of slurry seals to pick up loose aggregate. The Contractor shall provide the Engineer, Association, and residents a minimum 48-hour advance notice to commencing the required street sweeper. The Contractor shall place No Parking signs on Village streets to be swept a minimum of 48 hours prior to the scheduled sweeping.

Compensation for Slurry Seal shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All slurry seal work shall be to the satisfaction of the appropriate City representative.

14.0 TRAFFIC SIGNS

New traffic signs shall be Single-Sheet aluminum panels in accordance with Subsection 82-2.02E of the Standard Specifications.

New sign posts shall be 2-inch square metal perforated telespar posts.

Footings for sign posts shall be concrete and a minimum of 12 inches in diameter (or 12-inch square) and a minimum of 36 inches deep measured from the finished grade.

Compensation for Traffic Signs shall be paid for as part of the Signing and Striping bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All traffic sign work shall be to the satisfaction of the appropriate City representative.

15.0 TRAFFIC STRIPES AND PAVEMENT MARKINGS AND MARKERS

Crosswalk lines and all pavement legends shall be thermoplastic; double yellow centerline stripes and lane lines shall be paint; and all traffic striping and markings shall be placed in accordance with Section 84 of the State Standard Specifications, the details shown on the Plans and Caltrans Standard Plans A20A through A20D and A24A through A24F.

Green paint for bike lane treatments shall comply with FHWA interim requirements for chromaticity.

Blue 2-way retroreflective pavement markers shall be 4" x 4" in size and shall placed adjacent to all existing fire hydrants within the project limits at the pavement centerline, or adjacent to centerline stripe, in accordance with State Standard Specification Section 85.

Compensation for Traffic Stripes and Pavement Markings and Markers shall be paid for as part of the Signing and Striping bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All traffic striping, markings, and markers work shall be to the satisfaction of the appropriate City representative.

16.0 TRAFFIC SIGNAL EQUIPMENT

Traffic signal equipment and installation methods shall conform to the latest Caltrans Standard Plans and Caltrans Standard Specifications.

New traffic signal poles (Type 15TS) shall conform to the latest Caltrans Standard Plan ES-7A and Caltrans Specifications. Existing poles that are removed shall be salvaged to the City yard. Existing foundations shall be completely removed and legally disposed of by the Contractor.

All traffic signal heads at the intersection shall be new and consist of a black, louvered, backplate and housing assembly with 2" retroreflective yellow tape on the backplate borders.

Traffic signal head indicators shall be LED per Caltrans Standard Specifications. Red and yellow indicator lenses shall be tinted while green indicator lenses shall be clear.

Contractor shall remove and salvage existing pedestrian signal heads. New signal heads shall be countdown-style and be LED per Caltrans Standard Specifications.

New luminaires shall be the same model and wattage as the existing luminaires at the intersection.

Loop detectors shall be installed per Caltrans Standard Plans and Caltrans Standard Specifications.

Pedestrian APS push buttons shall be Polara 2-Wire type . Signage for the APS push buttons shall be 5"x7".

IISNS shall be installed on straight arm mount per County of Riverside Standard 1200.

Contractor shall remove all existing single conductors and replace with applicable cables and conductors to achieve intended operation. It is assumed that existing conduit are in good condition. If it is found that underground conduit runs are damaged and conductor runs are not able to be completed, the Contractor shall install a new 4" PVC Schedule 80 conduit run to replace the damaged conduit run between the two nearest pull boxes.

Compensation for Traffic Signal Equipment shall be paid for as part of the Traffic Signal Modification bid item and no additional compensation will be allowed. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved as specified. All traffic signal work shall be to the satisfaction of the appropriate City representative.

APPENDIX A – STANDARD PLANS




















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GENERAL TRAFFIC SIGNAL NOTES

- ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF DESERT HOT SPRINGS STANDARD PLANS, COUNTY OF RIVERSIDE STANDARD PLANS AND SPECIFICATIONS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, (800) 227-2600, 811 AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION.
- LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL DAMAGES OCCURRED DUE TO FAILURE TO LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. HAND DIG AS NEEDED OR AS DIRECTED BY THE ENGINEER UNTIL CLEAR OF OBSTRUCTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY RIGHT-OF-WAY AFFECTED BY CONTRACTOR'S WORK. THE CONTRACTOR SHALL KEEP CITY RIGHT-OF-WAY CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION MATERIALS WITHIN THE CITY RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE ENGINEER.
- EXISTING PRIVATELY OWNED IMPROVEMENTS ON PUBLIC RIGHT-OF-WAY SHALL BE PROTECTED OR REPLACED.
- 5. SEE CALTRANS STANDARD PLAN ES-1A, ES-1B, AND ES-1C FOR SYMBOLS AND ABBREVIATION LEGENDS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC SIGNAL EQUIPMENTS, SIGNS, AND STRIPING IN ACCORDANCE WITH THE PLANS, COUNTY OF RIVERSIDE STANDARD PLANS AND SPECIFICATIONS, AND CALTRANS STANDARD PLANS AND SPECIFICATIONS, ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE UNLESS OTHERWISE NOTED.
- CONTROLLER CABINET AND SERVICE CABINET SHALL BE PLACED AT A MINIMUM OF 15 FEET APART
- ALL PULL BOXES SIZE SHALL BE NO. 6 PER CALTRANS STANDARD PLANS ES-8A UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. PULL BOXES IN UNIMPROVED AREAS NOT PROTECTED BY CURB AND GUTTER SHALL BE TRAFFIC BEARING TYPE PER PER CALTRANS STANDARD PLANS ES-8B. MAXIMUM SPACING BETWEEN TRAFFIC SIGNAL PULL BOXES SHALL BE 200 FEET.
- 10. ALL CONDUITS SHALL BE TYPE 3 SCHEDULE 80 POLYVINYL CHLORIDE (PVC) RIGID NON-METALLIC CONDUIT, 3" MINIMUM DIAMETER, UNLESS OTHERWISE NOTED, ALL CONDUITS PLACED UNDER PAVING SHALL BE INSTALLED WITHOUT OPEN CUTTING.
- 1. DETECTOR LOOPS SHALL BE PLACED PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 120 AND CENTERED WITHIN THE DRIVING LANE UNLESS OTHERWISE NOTED. STRIPING LAYOUT (CAT-TRACKING) SHALL BE APPROVED BY THE CITY PRIOR TO DETECTOR LOOP INSTALLATION 12. ALL LOOP DETECTOR CONFIGURATIONS SHALL BE TYPE "E" AND TYPE "D" FOR LIMIT LINE
- APPLICATIONS PER CALTRANS STANDARD PLAN ES-5B. ALL CURB TERMINATIONS SHALL BE TYPE "A" PER CALTRANS STANDARD PLAN ES-5D. DETECTOR LOOP WIRES SHALL BE TESTED AND APPROVED PRIOR TO FILLING SAWCUTS. 13. ALL CABLES AND CONDUCTORS SHALL BE CONTINUOUS WITH A MINIMUM OF 6 FEET OF
- SLACK INSIDE EACH PULL BOX UNLESS OTHERWISE NOTED. 20 FEET OF SIGNAL INTERCONNECT CABLE SLACK SHALL BE PROVIDED INSIDE THE CONTROLLER CABINET 14. TRAFFIC SIGNAL INTERCONNECT CABLE (SIC) SHALL BE 6-PAIR, AWG #20 CABLE UNLESS OTHERWISE NOTED.
- 15. TRAFFIC SIGNAL INTERCONNECT/FIBER OPTIC CONDUIT SHALL BE TYPE 3 SCHEDULE 80, 4' DIAMETER PVC WITH MINIMUM FACTORY CONDUIT BEND RADIUS.
- 6. TRAFFIC SIGNAL INTERCONNECT/FIBER OPTIC PULL BOXES SHALL BE #6E (EXTENSION) PER CALTRANS STANDARD PLAN ES-8A. MAXIMUM SPACING BETWEEN INTERCONNECT/FIBER OPTIC PULL BOXES SHALL BE 500 FEET.
- 7. ALL COMBINATION PEDESTRIAN AND VEHICLE SIGNAL INDICATIONS INCLUDING PV HEADS SHAL UTILIZE LIGHT EMITTING DIODE (LED) SIGNAL MODULES. ALL VEHICLE SIGNAL SECTION AND INDICATIONS SHALL BE 12 INCH PER COUNTY OF RIVERSIDE SPECIFICATIONS AND CALTRANS STANDARD PLANS AND SPECIFICATIONS
- 18. ALL PEDESTRIAN HEADS SHALL BE LED COUNTDOWN TYPE PER COUNTY OF RIVERSIDE SPECIFICATIONS AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. 19. ALL PUSH BUTTONS SHALL BE TYPE B PER CALTRANS STANDARD PLAN ES-5C AND
- SPECIFICATIONS.
- 20. ALL INTERNAL ILLUMINATED STREET NAME SIGNS SHALL BE EDGE LIT LED TYPE PER COUNTY OF RIVERSIDE SPECIFICATIONS AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. 21. ALL SIGNAL HOUSINGS, VISORS, AND BACKPLATES SHALL BE METAL, VEHICLE SIGNAL HOUSING
- SHALL BE PROVIDED WITH LOUVERED BACKPLATE. A TUNNEL VISOR SHALL BE PROVIDED FOR EACH SIGNAL FACE. BACKPLATES SHALL HAVE 2" RETROREFLECTIVE YELLOW BORDERS AND BE INSTALLED BY THE MANUFACTURER.
- . ALL UNUSED TENONS SHALL BE CAPPED IN A WATERPROOF METHOD AS DIRECTED BY THE CITY ENGINEER. 23. ALL EQUIPMENT LOCATIONS SHALL BE APPROVED BY THE ENGINEER PRIOR TO FINAL
- PLACEMENT. 24. ALL SALVAGED POLES AND MAST ARMS SHALL BE DELIVERED TO THE CITY YARD AS DIRECTED
- BY THE CITY ENGINEER. 25. THE CONTRACTOR SHALL SUBMIT A TRAFFIC SIGNAL TIMING SHEET TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY
- NEW OR MODIFIED TRAFFIC SIGNAL. THE TIMING SHEET WILL MEET ALL REQUIREMENTS PER THE LATEST CALIFORNIA MUTCD, PART 4 "HIGHWAY TRAFFIC SIGNALS".

SIGNING AND STRIPING GENERAL NOTES

- 1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF DESERT HOT SPRINGS STANDARD PLANS, COUNTY OF RIVERSIDE STANDARD PLANS AND SPECIFICATION, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND
- CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. 2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
- 3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
- 4. ALL STANDARD CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE LONGITUDINAL 12-INCH WHITE OR YELLOW STRIPES PER CALTRANS STANDARD PLAN A24F.
- 5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES. 6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT
- MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
- 7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL. ALL OTHER TRAFFIC STRIPES SHALL BE PAINTED IN TWO COATS.
- 8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
- 9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- 10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. 11. THE CONTRACTOR SHALL APPLY BLACK CONTRAST STRIPING ON ALL PROPOSED LANE LINE
- STRIPING APPLIED ON PORTLAND CEMENT CONCRETE PER CALTRANS STANDARD PLANS, RSP NO. A20E.

DIAL TOLL FREe 1-800-227-2600 AT LEAST TWO DAYS DIAL TOLL FREe 1-800-227-2600 AT LEAST TWO DAYS DIAL TOLL FREe NO. 87666 Riverside CA. 92506 PH. (951) 686-1070 FAX (951) 788-1256	DIAL TOLL FREE 1-800-227-2600 AT LEAST TWO DAYS	NCHMARK: # BY DATE # BY DATE 	REVISIONS APPR. DATE DATE	ITM ECKED BY NRL PLANS PREPARED UNDER THE SUPERVISION OF:	DE CA. 92506 51) 686-1070 51) 788-1256 JILLEEN FERRIS, P.E., CITY ENGINEER RECOMMENDED FOR APPROVAL BY:
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IN THE CITY OF DESERT HOT SPRINGS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA SIGNING AND STRIPING & TRAFFIC SIGNAL MODIFICATION PLANS PIERSON BOULEVARD AND GOLDEN EAGLE WAY

NOTICE TO CONTRACTORS

- 1. CONTRACTOR AGREES THAT HE SHALL ASSUME COMPLETE AND SOLE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FROM LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
- 2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT SHOWN ON THESE PLANS.
- 3. MAJOR ITEMS TO BE REMOVED HAVE BEEN NOTED ON THESE PLANS, HOWEVER THE CONTRACTOR IS TO WALK THE SITE FOR VERIFICATION OF ADDITIONAL SURFACE FEATURES REQUIRING REMOVAL. THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL OBJECTS AND MATERIALS (AC, CONCRETE, TREES, BUSHES, FENCING, ETC.) THAT ARE IN CONFLICT WITH THE NEW PROPOSED IMPROVEMENTS WHETHER CALLE-OUT OR NOT ON THE PLANS AND DISPOSE OF LEGALLY. CONTRACTOR IS TO BACKFILL ACCORDINGLY AND LEAVE SITE IN A RELATIVELY LEVEL CONDITION.







VICINITY MAP

SIGNING AND STRIPING CONSTRUCTION NOTES:

DATE

	PROTECT EXISTING STRIPING, MARKING, OR SIGN IN PLACE.
2	SANDBLAST CONFLICTING STRIPING AS SHOWN ON PLAN.
3	REFRESH STRIPING PER THE DIRECTION OF THE CITY ENGINEER.
4	PAINT 6" SOLID WHITE LINE
5	PAINT 6" DASHED WHITE LANE LINE PER CALTRANS STANDARD PLAN NO. A20A, DETAIL 9.
6	PAINT 6"/6" DOUBLE YELLOW LINE PER CALTRANS STANDARD PLAN NO. A20A, DETAIL 22.
7	PAINT 6"/6" DOUBLE SOLID YELLOW STRIPE MEDIAN ISLAND PER CALTRANS STANDARD PLAN NO. RSP A20B, DETAIL 29.
8	PAINT 8" SOLID WHITE CHANNELIZING LINE PER CALTRANS STANDARD PLAN NO. RSP A20D, DETAIL 38.
9	PAINT 6" SOLID WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN NO. RSP A20D, DETAIL 39.
10	PAINT 6" DASHED WHITE BIKE LANE LINE PER CALTRANS STANDARD PLAN NO. RSP A20D, DETAIL 39A.
(11)	APPLY THERMOPLASTIC 12" SOLID WHITE LIMIT LINE PER CALTRANS STANDARD PLAN NO. RSP A24G.
(12)	APPLY THERMOPLASTIC YELLOW LADDER CROSSWALK WITH 2' MARKING AND 2' GAP PER CALTRANS STANDARD PLAN NO. A24F.
(13)	APPLY THERMOPLASTIC ARROW MARKING PER CALTRANS STANDARD PLAN NO. A24A.
(14)	REMOVE EXISTING SIGN
(15)	APPLY THERMOPLASTIC "BIKE LANE" LEGEND WITH BIKE LANE ARROW PER CALTRANS STANDARD PLAN NO. A24A AND A24D.

SHEET 1 TITLE SHEET SHEET 2 SIGNING AND STRIPING PLAN SHEET 3 TRAFFIC SIGNAL MODIFICATION PLAN Y OF DESERT HOT SPRINGS CITY OF DESERT HOT SPRINGS PARTMENT OF PUBLIC WORKS SHEET **ISIGNING AND STRIPING & TRAFFIC SIGNAL MODIFICATION PLANS** 8/22/22 Tems PIERSON BOULEVARD & GOLDEN EAGLE WAY PRIVATE REFERENCE # FOR APPROVAL BY: CITY REFERENCE # TITLE SHEET

SHEET INDEX:



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DICALI	CDT	BENCHMARK:		PRIVA	ATE EN	NGINEER	REVISIONS
BEFORE TO		SEE ABOVE		#	BY	DATE	
	DIAL TOLL FREE						
	1-800-227-2600 AT LEAST TWO DAYS		1				
	REFORE YOU DIG	BASIS OF BEARING: SEE ABOVE					
UNDERGROUI	ND SERVICE ALERT						
	ERN CALIFORNIA						

RAMY BESHARA, A

		N = 40' $E = 10' = 40'$ $R = 10'$		
OF DESERT HOT SPRINGS ARTMENT OF PUBLIC WORKS		CITY OF DESERT HOT SPRINGS	2	TALLAL A
1 Finis x	1/22	SIGNING AND STRIPING PLAN	SHEET	0 1 1 1 0 0
P.E.,	DATE	PIERSON BOULEVARD & GOLDEN EAGLE WAY	OF PRIVATE REFERENCE #	101
OR APPROVAL BY:				1000
ASSOCIATE ENGINEER	DATE		CITY REFERENCE #	1







DIGALERT	BENCHMARK: SEE ABOVE	PRIV/	ATE EI BY	NGINEER DATE	REVISIONS
DIAL TOLL FREE 1-800-227-2600					
AT LEAST TWO DAYS BEFORE YOU DIG	BASIS OF BEARING: SEE ABOVE				
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA					

CITY	ENGINEERPR.DATE	DESIGNED BY		COMPANY NAME A L B E R T A.	ENGINEERING CONSULTANTS	CITY (DEPAR
		DRAWN BY	ALLE PROFESSIONAL IN ALLE ALLE ALLE ALLE ALLE ALLE ALLE ALL	WEBB ASSOCIATES	3788 McCRAY STREET RIVERSIDE CA. 92506 PH. (951) 686–1070 FAX (951) 788–1256	APPROVED BY: JILLEEN FERRIS, P.E
		CHECKED BY	NO. 87666	PLANS PREPARED UNDER THE SUPERVISION C	DF:	CITY ENGINEER
		NRL REVISED ON	STATE OF CALIFORNIA	NAME: NICHOLAS R. LOWE	8/18/2022 DATE	RECOMMENDED FOR
				R.C.E. NO.: 87666		RAMY BESHARA, AS

POLE SC	HEDULE								
	SIGNAL	MOUNTI		PPI	3**	I.I.S.N.S.	LOCATION		
	VEHICLE	Ξ		PED*	PHASE	QUAD.	LEGEND	А	В
MAS(N)	MAS(N)	_	SV-1-T(N)	SP-1-T	-	_	Golden Eagle Rd	3'	9'
_	_	-	TV-1-T(N)	_	6	S	-	3'	14.8'
MAS(PV)(N)	MAS(N)	—	SV-1-T(N)	SP-1-T	6	S	Pierson Blvd(R)^	3'	12'
_	_	-	SV-2-TA(N)	SP-1-T	8	W	-	5.5'	14'
MAS(N)	MAS(N)	-	SV-1-T(N)	SP-1-T	8	W	Atlantic Ave	3'	13.5'
_	_	_	TV-1-T(N)	SP-1-T	2	Ν	-	3'	16'
MAS(PV)(N)	MAS(N)	-	SV-1-T(N)	-	2	Ν	Pierson Blvd(R)^	3'	7.5'
_	_	_	TV-2-T(N)	SP-1-T	_	-	-	3'	3.5'
	MAS(N) - MAS(PV)(N) - MAS(N) -	VEHICLE MAS(N) MAS(N) - - MAS(PV)(N) MAS(N) - - MAS(N) MAS(N) - - MAS(N) MAS(N) - - MAS(N) MAS(N)	SIGNAL MOUNTILVEHICLEMAS(N)MAS(N)MAS(PV)(N)MAS(N)MAS(N)MAS(N)MAS(N)MAS(N)MAS(PV)(N)MAS(N)	SIGNAL MOUNTING*** VEHICLE VEHICLE MAS(N) MAS(N) – SV-1-T(N) - - - TV-1-T(N) MAS(PV)(N) MAS(N) - SV-1-T(N) - - - SV-1-T(N) MAS(PV)(N) MAS(N) - SV-2-TA(N) MAS(N) MAS(N) - SV-1-T(N) MAS(N) MAS(N) - SV-1-T(N) MAS(N) MAS(N) - SV-1-T(N) MAS(PV)(N) MAS(N) - SV-1-T(N)	SIGNAL MOUNTING*** VEHICLE PED* MAS(N) MAS(N) - SV-1-T(N) SP-1-T - - - TV-1-T(N) - MAS(PV)(N) MAS(N) - SV-1-T(N) SP-1-T - - - SV-1-T(N) SP-1-T MAS(PV)(N) MAS(N) - SV-2-TA(N) SP-1-T MAS(N) MAS(N) - SV-1-T(N) SP-1-T MAS(N) MAS(N) - SV-1-T(N) SP-1-T MAS(N) MAS(N) - SV-1-T(N) SP-1-T MAS(PV)(N) MAS(N) - SV-1-T(N) SP-1-T - - - SV-1-T(N) SP-1-T	SIGNAL MOUNTING*** PPD* PHASE VEHICLE SV-1-T(N) SP-1-T - MAS(N) MAS(N) - SV-1-T(N) SP-1-T - - - - TV-1-T(N) SP-1-T 6 MAS(PV)(N) MAS(N) - SV-1-T(N) SP-1-T 6 - - - SV-1-T(N) SP-1-T 6 MAS(PV)(N) MAS(N) - SV-2-TA(N) SP-1-T 8 MAS(N) MAS(N) - SV-1-T(N) SP-1-T 8 MAS(N) MAS(N) - SV-1-T(N) SP-1-T 2 MAS(PV)(N) MAS(N) - SV-1-T(N) SP-1-T 2	SIGNAL MOUNTING*** PPD* PPD* PHASE QUAD. MAS(N) MAS(N) $-$ SV-1-T(N) SP-1-T $ -$ MAS(N) MAS(N) $-$ SV-1-T(N) SP-1-T $ -$ MAS(PV)(N) MAS(N) $-$ SV-1-T(N) SP-1-T 6 S MAS(PV)(N) MAS(N) $-$ SV-2-TA(N) SP-1-T 8 W MAS(N) $-$ SV-1-T(N) SP-1-T 2 N MAS(PV)(N) MAS(N) $-$ SV-1-T(N) SP-1-T 2 N	SIGNAL MOUNTING***PPB**ILLS.N.S. LEGENDVEHICLEPED*PHASEQUAD.LLEGENDMAS(N)MAS(N)-SV-1-T(N)SP-1-T-Golden Eagle RdTV-1-T(N)-6S-MAS(PV)(N)MAS(N)-SV-1-T(N)SP-1-T6SPierson Blvd(R)^SV-2-TA(N)SP-1-T8W-MAS(N)-SV-1-T(N)SP-1-T8WAtlantic AveTV-1-T(N)SP-1-T2N-MAS(PV)(N)MAS(N)-SV-1-T(N)-2NPierson Blvd(R)^MAS(PV)(N)MAS(N)-SV-1-T(N)SP-1-T2NPierson Blvd(R)^2NPierson Blvd(R)^MAS(PV)(N)MAS(N)-SV-1-T(N)-2NPierson Blvd(R)^	SIGNAL MOUNTING*** PPB** I.I.S.N.S. LEGEND LOCA $MAS(N)$ $VEHICLE$ PED* PHASE QUAD. I.I.S.N.S. LEGEND A $MAS(N)$ $MAS(N)$ $ SV-1-T(N)$ $SP-1-T$ $ Golden Eagle Rd 3' MAS(PV)(N) MAS(N) SV-1-T(N) SP-1-T 6 S 3' MAS(PV)(N) MAS(N) SV-1-T(N) SP-1-T 6 S Pierson Blvd(R) 3' MAS(N) SV-2-TA(N) SP-1-T 8 W Atlantic Ave 3' MAS(N) SV-1-T(N) SP-1-T 8 W Atlantic Ave 3' MAS(N) MAS(N) SV-1-T(N) SP-1-T 8 W Atlantic Ave 3' MAS(N) SV-1-T(N) SP-1-T 2 N Processor S' MAS(N) SV-1-T(N) SP-1-T 2 N Processor S' $

SSOCIATE ENGINEER

* ALL LED MODULES SHALL BE NEW; ALL PEDESTRIAN SIGNAL HEADS SHALL BE COUNTDOWN TYPE PER CALTRANS STANDARD PLAN EX-4B.

*** ALL EXISTING SIGNAL HEADS SHALL BE REPLACED WITH NEW HOUSINGS, VISORS, LENSES, LED MODULES, AND BACKPLATES WITH 2" RETROREFLECTIVE YELLOW BORDERS. EXISTING ^ RELOCATED IISNS SHALL BE MOUNTED TO THE TRAFFIC SIGNAL POLE USING STRAIGHT ARM MOUNT PER COUNTY OF RIVERSIDE STANDARD PLAN 1200.

	CONDUCTOR SCHEDULE											
			RUNS									
A.W.G.	CIRCUIT	1		3	4	5	6	$\boxed{7}$	8	9		
	POLE A	1/0	1/0	1/0	1/0	1/0	1/0	-	_	_	_	
	POLE B	—	1/1	1/1	1/1	1/1	1/1	_	-	_	-	
	POLE C	-	-	1/1	1/1	1/1	1/1	_	_	_	_	
12 CSC	POLE D(N)	-	-	_	1/1	1/1	1/1	-	_	-		
/	POLE E	-	-	-		1/1	1/1	_	-	-	-	
3 CSC	POLE F	-	-		_	1/1	1/1	1/1	-	-	-	
	POLE G	-	-	-		1/1	1/1	$\frac{1}{1}$	1/1	- 1/0	- 1.70	
	POLE H	_	-		-	1/0	1/0	1/0	1/0	1/0	1/0	
	TOTAL	1/0	2/1	3/2	4/3	8/6	8/6	3/2	2/1	1/0	1/0	
#10	LUMINAIRE*	2	2	2	2	2	_	2	2	-	-	
#12	1.1.S.N.S.	2	2	2	2	2	-	2	2	-	-	
GTT MODEL	EVA	1	1	1	1	1	1	-	_	-		
138	EVB	_	-	1	1	1	1	_				
OPTICOM	EVC	-	-			1	1	-			-	
CABLE	EVD	-	-	-	-	1	1	1	1	-	-	
	TOTAL	1	1	2	2	4	4	1	1			
	Ø1 DETECTOR	-	-	_	3	3	3	-	_	-	_	
	Ø2 DETECTOR	_	_	_	-	3 1(N)	3 1(N)	3 1(N)	3 1(N)	3 1(N)	3 1(N)	
	Ø3 DETECTOR	_	_	_	_	3(N)	3(N)	3(N)	_	_	_	
	Ø4 DETECTOR	_	1	1	1	1	1	_	_	_	_	
TYPE B DLC	Ø5 DETECTOR	_	-	-	—	3	3	3	3	3	3	
	Ø6 DETECTOR	-	_	-	3 1(N)	3 1(N)	3 1(N)	_	-	-	-	
	Ø7 DETECTOR	_	3	3	3	3	3	_	_	_	_	
	Ø8 DETECTOR	_	-	-	3	3	3	-	-	-	-	
WIRELESS AN	NTENNA CABLE		_	-	_	2	2	-		_	_	

* SPLICE NEW #10 LUMINARE CONDUCTORS TO NEW LUMINAIRE ON POLE D.

- ALL CONDUITS EXISTING. CONDUIT RUNS THAT ARE DAMAGED AND CANNOT BE REPAIRED SHALL BE REPLACED WITH 4" SCHEDULE 80 PVC FOR THE ENTIRE RUN.

- CONTRACTOR SHALL REMOVE ALL EXISTING SINGLE CONDUCTOR CABLES. FURNISH AND INSTALL NEW MULTI-CONDUCTOR CABLES PER CONDUCTOR SCHEDULE FOR DESIRED OPERATION.



OF DESERT HOT SPRINGS ARTMENT OF PUBLIC WORKS CITY OF DESERT HOT SPRINGS 7 J SHEET TRAFFIC SIGNAL MODIFICATION PLAN Eeris E DATE OF PIERSON BOULEVARD & GOLDEN EAGLE WAY -----PRIVATE REFERENCE # OR APPROVAL BY: CITY REFERENCE # DATE