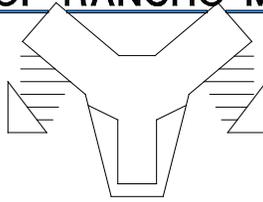


**CITY OF RANCHO MIRAGE**



**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**RANCHO MIRAGE DOG PARK**

**PROJECT NO. CP 14-311**

Prepared by:

**COMMUNITY WORKS DESIGN GROUP**

4649 Brockton Avenue

Riverside, CA 92506

951.369.0700

December, 2015

**CITY OF RANCHO MIRAGE  
CALIFORNIA**

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**RANCHO MIRAGE DOG PARK**

**PROJECT NO. CP 14-311**

Prepared Under the Supervision of:

  
\_\_\_\_\_  
Timothy I. Maloney, RLA 2110

12/1/15  
Date

Approved by:

  
\_\_\_\_\_  
William A. Enos, City Engineer  
R.C.E. 43910

12/28/15  
Date

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PROJECT NO. CP 14-311**

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CITY OF RANCHO MIRAGE



**NOTICE INVITING SEALED BIDS FOR  
RANCHO MIRAGE DOG PARK  
PROJECT NO. CP 14-311**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Rancho Mirage, hereinafter referred to as CITY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Engineer up to the hour of **2:00 P.M., Tuesday, January 26, 2016** at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above-stated project. The general items of work to be done hereunder consist of but are not limited to: roadway improvements at Key Largo Avenue (extension widening and installation of half width asphalt base and asphalt pavement, installation of PCC concrete curb and gutter, handicap ramp at intersection of Key Largo and Via Vail, new striping) extension of water and sewer lines and fire hydrant, general grading and drainage of the park (4.3 acres) SWPPP and PM-10 measures, sewer extension into the park for future restroom, water extension into the park for future restroom and use for drinking fountains, parking lot apron, parking lot entry pavers, parking lot (complete), trash enclosure with gates, entry donor pavers, park concrete walkways, dog park fencing with silhouettes and shot cobble below, drinking fountains, benches, boulder benches, park signs, site furnishings, pet waste stations, fabric shade sails, soil preparation and landscape fine grading, boulder installation, landscape installation (complete), decomposed granite mulch, irrigation installation with fertigation system (complete) electrical service and panel and all coordination, parking lot lights, walkway lights, flood lights, park monument sign and lighting as well as all other appurtenant or related work as shown or referenced on the plans.

**Plans and Specifications are available only through the City's website at: [www.RanchoMirageCA.gov](http://www.RanchoMirageCA.gov). Under Quick Links select Notice Inviting Bids/P&S ► Plans and Specifications ► RANCHO MIRAGE DOG PARK, CP CP 14-311. If you are interested in this project, you will need to visit the City's website and sign up. To receive plans you must complete the on-line registration form. Once you have signed up you will receive an email with the requested documents for download and printing.**

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the prevailing rates of wages and apprenticeship employment standards established by the State Department of Industrial Relations will be required.

No bidders will 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 contract documents call for monthly progress payments based upon the engineers' estimate of the percentage of work completed. The CITY will retain 5 percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code, Part 5, Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside "**SEALED BID FOR RANCHO MIRAGE DOG PARK, CP 14-311 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER \_\_\_\_\_ - DO NOT OPEN WITH REGULAR MAIL.**" City staff will not be available to respond to questions on the day of bid opening.

The CITY reserves the right to reject any or all bids, to waive any irregularity, to accept any bid or portion thereof, and to take all bids under advisement for a period of sixty (60) days.

At the time of contract award, the prime contractor shall possess a valid **Class A contractor's license and/or a combination of Class C specialty contractor's license(s) sufficient to perform the work.**

BY ORDER OF the City Council of the City of Rancho Mirage.

Dated December 28, 2015

By Vallerie Walthour  
Vallerie Walthour, Public Works Department Secretary  
City of Rancho Mirage  
69-825 Highway 111  
Rancho Mirage, CA 92270  
(760) 770-3224

# INSTRUCTIONS TO BIDDERS

## **NOTICE REGARDING REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**

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

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

Bidder must include the Department of Industrial Relations (DIR) Contractor Registration Number marked clearly on the outside of the envelope containing submitted bid. FAILURE TO INCLUDE THE DIR CONTRACTOR REGISTRATION NUMBER SHALL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

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

## **PROPOSAL FORMS**

Bids shall be submitted in writing on the Proposal forms provided by the CITY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any proposal not meeting these requirements.

## **PROPOSAL GUARANTEE (BID BOND)**

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

## **NONCOLLUSION AFFIDAVIT**

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Noncollusion Affidavit shall be executed and submitted with the proposal.

## **PROPOSAL BID SHEET**

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids shall be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his/her own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price shall be considered to be the bid.

## **DELIVERY OF PROPOSAL**

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY'S designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, outside "SEALED BID RANCHO MIRAGE DOG PARK, CP 14-311 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER \_\_\_\_\_ - DO NOT OPEN WITH REGULAR MAIL."

## **WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY'S designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

**IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

**TAXES**

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

**DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals shall be rejected, and the bidder disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

**INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said CITY a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum shall be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

**ADDENDA OR BULLETINS**

The effect of all addenda to the Contract Documents shall be considered in the contract, and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting his/her bid, each bidder shall inform himself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render his/her bid irregular and may result in its rejection by the City.

**LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

**AWARD OF CONTRACT**

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, shall be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Class A contractor's license and/or a combination of Class C specialty contractor's license(s), as required to perform the work**, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids," all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw his/her proposal for a period of sixty (60) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

**LABOR CODE**

Pursuant to the provisions of Section 1773 and 1773.2 of the Labor Code of the State of California, the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and

overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY, and copies will be made available to any interested party on request. It shall be the responsibility of the prime CONTRACTOR to comply with all applicable sections of the Labor Code.

The CONTRACTOR shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the CONTRACTOR to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the CONTRACTOR of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the CONTRACTOR in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR shall comply with Section 1777.5 of the Labor Code, which allows the employment of properly registered apprentices on public works projects. The CONTRACTOR is responsible for the compliance with this section for all apprenticeable occupations and subcontractors.

The CONTRACTOR and subcontractors shall comply with all State of California laws against employment discrimination.

**WORKERS COMPENSATION CERTIFICATE**

CONTRACTOR must comply with all State required worker's compensation laws.

**CLAYTON ACT AND CARTWRIGHT ACT**

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services or materials, the CONTRACTOR or Subcontractor offers and agrees to assign to the CITY all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tenders final payment to the CONTRACTOR without further acknowledgment by the parties.

**SUBSTITUTION OF SECURITIES**

In conformance with the State of California Public Contract Code, Part 5, Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

At the request and expense of the CONTRACTOR, the CONTRACTOR has the option to set up an escrow agreement account with a local bank for direct deposit of the retention or deposit securities which have been approved by the CITY and deposited with a state or federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall be solely for this project. When the CONTRACTOR deposits the CITY-approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the CONTRACTOR and require additional securities and/or cash be submitted for CITY approval and be held in the escrow account to meet the CONTRACTOR'S obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the CITY that the CONTRACTOR has satisfactorily completed his/her contract obligations.

The type of escrow account or types of securities deposited and the method of release shall be approved by the City Attorney's office.

# BID PROPOSAL

BIDDER'S NAME \_\_\_\_\_

TO CITY OF RANCHO MIRAGE, as CITY:

In accordance with CITY'S "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual lump sum bid of work satisfactorily completed. It is agreed that the lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, lump sum prices shall govern over unit prices.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires that every employer be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and that the successful BIDDER shall comply with such provisions of that code before commencing the performance of the Contract.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, state, or federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

DATED \_\_\_\_\_, 20\_\_

BIDDER \_\_\_\_\_

(BY) \_\_\_\_\_

TITLE \_\_\_\_\_

BIDDER'S ADDRESS:

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

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct.

Bidder's Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

Department of Industrial Relations Number \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

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

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

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

All current and prior dbas, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows.

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





**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as BIDDER, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the CITY OF RANCHO MIRAGE, as AGENCY, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum BIDDER and SURETY agree to be bound jointly, severally and firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void; otherwise, it shall remain in full force and effect in favor of AGENCY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. (seal)

\_\_\_\_\_  
CONTRACTOR (CORPORATION)-TYPE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary/Treasurer

**NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.**

**BID BOND - page 2**

(seal)

\_\_\_\_\_  
SURETY'S NAME-TYPE

\_\_\_\_\_  
Mailing Address

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED**

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA )

)

COUNTY OF )

\_\_\_\_\_, being first duly sworn, deposes and says that he is (sole owner, a partner, president, etc.) of \_\_\_\_\_ the party making the foregoing bid;

That such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not a collusive or sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his/her bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: \_\_\_\_\_

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

**NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.**

**RANCHO MIRAGE DOG PARK  
PROJECT NO. CP 14-311**

**BID PROPOSAL SHEET**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	Mobilization, Bonds, and Insurance	1	LS	\$ _____	\$ _____
2.	Clearing and Grubbing	1	LS	\$ _____	\$ _____
3.	Earthwork	1	LS	\$ _____	\$ _____
4.	Encroachment Permit	1	LS	\$ <u>26,000</u>	\$ <u>26,000</u>
<b>KEY LARGO AVENUE WATER IMPROVEMENTS:</b>					
5.	Install 18" D.I.P. Water Main w/ Restrained Joints & Polyethylene Encasement	336	LF	\$ _____	\$ _____
6.	Install 1 1/2" PVC Water Service Lateral Line per CVWD Std. Dtl. W-9	30	LF	\$ _____	\$ _____
7.	Install 18" x 6" D.I. Reducer	1	EA	\$ _____	\$ _____
8.	Install Fire Hydrant per CVWD Std. Dtl. W-34A	1	EA	\$ _____	\$ _____
9.	Install 18" Butterfly Valve	1	EA	\$ _____	\$ _____
10.	Install 6" Blind Flange	1	EA	\$ _____	\$ _____
11.	Install 4" x 4" Marker Post	1	EA	\$ _____	\$ _____
12.	Install 12" D.I.P. Water Main w/ Restrained Joints and Polyethylene Encasement	30	LF	\$ _____	\$ _____
<b>KEY LARGO AVENUE SEWER IMPROVEMENTS:</b>					
13.	Install 8" VCP Sewer Line	393	LF	\$ _____	\$ _____
14.	Install 6" VCP Sewer Lateral	38	LF	\$ _____	\$ _____
15.	Install 60" Dia. Sewer Manhole per CVWD Std. Dtl. S-5	1	EA	\$ _____	\$ _____
16.	Install 6" Cleanout per CVWD Std. Dtl. S-6	1	EA	\$ _____	\$ _____
<b>ELECTRICAL SERVICE:</b>					
17.	Electrical Service and all Electrical Work on Site	1	LS	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
STREET AND PARKING LOT IMPROVEMENTS:					
18.	Sawcut & Remove Existing A.C. Pavement	3,270	SF	\$ _____	\$ _____
19.	Cold Plane & Install 0.1' Overlay (2' Min. Width)	1,090	SF	\$ _____	\$ _____
20.	Construct Class II Aggregate Base (based on 6" of 19,680 SF and 4" of 8,511 SF, @ 119 pcf)	754	TONS	\$ _____	\$ _____
21.	Construct Hot Mix Asphalt (based on 4" of 19,680 SF and 3" of 8,511 SF, @ 143 pcf)	620	TONS	\$ _____	\$ _____
22.	Construct 6" Type 'A' Curb & Gutter per CRM Std. Dtl. 200	450	LF	\$ _____	\$ _____
23.	Construct Type 'D' 6" Colored Concrete Curb per CRM Std. Dtl. 203	666	LF	\$ _____	\$ _____
24.	Paint Curb Red	315	LF	\$ _____	\$ _____
25.	Install Colored Concrete Access Ramps per CRM Std. Dtl. 502 and Dtl. E, Sheet 14 of Plans	4	EA	\$ _____	\$ _____
26.	Construct Colored Commercial Driveway Approach per CRM Std. Dtl. 215	660	SF	\$ _____	\$ _____
27.	Install Belgard 'Holland Stone' 80 mm Thick Concrete Pavers	1,636	SF	\$ _____	\$ _____
28.	Construct 2' Wide Concrete Band at Paver Edge	55	SF	\$ _____	\$ _____
29.	Install Blue Raised Pavement Fire Hydrant Marker, Paint Striping, & Install ADA Signs & Street Sign per CRM Std. Dtl. 601	1	LS	\$ _____	\$ _____
30.	Adjust Water Valve to Grade per CVWD Standards	4	EA	\$ _____	\$ _____
31.	Install 2" x 8" Redwood Header	163	LF	\$ _____	\$ _____
32.	Construct Concrete 4' Valley Gutter per CRM Std. Dtl. 220	184	LF	\$ _____	\$ _____
33.	Install Stop Sign, Stop Bar & Word "Stop" per Caltrans Std. Dtl. A24D & A24E	1	LS	\$ _____	\$ _____
34.	Install HDPE Flared End Section	1	EA	\$ _____	\$ _____
35.	Install 30" Dia. Drain Basin w/ 30" Locking Pedestrian Grate Including Couplings and Concrete Collar per Nyoplast Dwg. No. 7001-110-193	1	EA	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
36.	Construct Trash Enclosure w/ Gates per Dtl. B, Sheet 17 of Plans	1	EA	\$ _____	\$ _____
37.	Construct Riprap 6"-8" Stones Grouted	235	SF	\$ _____	\$ _____
38.	Install Barricade per CRM Std. Dtl. 600	2	EA	\$ _____	\$ _____
LANDSCAPE CONSTRUCTION:					
39.	Construct 4" Thick Colored Concrete Paving per Dtl. 'A', Sheet 14 of Plans	15,111	SF	\$ _____	\$ _____
40.	Construct 12" Colored Concrete Maintenance Bands Adjacent to Parking Stall Curbs per Dtl. 'D', Sheet 14 of Plans	96	SF	\$ _____	\$ _____
41.	Install Belgard 'Holland Stone' 80 mm Thick Concrete Donor Pavers	578	SF	\$ _____	\$ _____
42.	Install Decomposed Granite 'Apache Brown' 3" Thick Including Stabilizer, Excavation, Grading, and Compaction (90% Min.)	585	TONS	\$ _____	\$ _____
43.	Install 25-Gallon Precast Concrete Trash Receptacles	4	EA	\$ _____	\$ _____
44.	Install 1 1/2' - 2 1/2' Dia. Boulders. Type & Source per Plans	32	EA	\$ _____	\$ _____
45.	Install 3' - 4' Dia. Boulders. Type & Source per Plans	34	EA	\$ _____	\$ _____
46.	Install 5' - 6' Dia. Boulders. Type & Source per Plans	10	EA	\$ _____	\$ _____
47.	Install 3' Wide x 5' Long x 24" Tall Seat Boulders. Type & Source per Plans	7	EA	\$ _____	\$ _____
48.	Install Fabric Shade Sails. Supplier per Plan	1,404	SF	\$ _____	\$ _____
49.	Install Information Board per Dtl. 'C', Sheet 14 per Plans	1	EA	\$ _____	\$ _____
50.	Install 8' Concrete Bench w/ Back	17	EA	\$ _____	\$ _____
51.	Install Waxie Doggie Bag Dispenser and Doggie Bags per Dtl. 'F', Sheet 15 on Plans	2	EA	\$ _____	\$ _____
52.	Install Drinking Fountain with Pet Fountain and Foot Wash Options	2	EA	\$ _____	\$ _____
53.	Install Pet Drinking Fountain	2	EA	\$ _____	\$ _____
54.	Install Concrete Monument Sign per Dtl. 'A', Sheet 17 of Plans	1	EA	\$ _____	\$ _____
55.	Install 6' Reinforced Aluminum Fence per Dtl 'A', Sheet 15 of Plans	1,395	LF	\$ _____	\$ _____
56.	Install 12 Gauge Steel Custom Dog Silhouettes per Dtl. 'A', Sheet 15 of Plans	47	EA	\$ _____	\$ _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
57.	Install 6' Reinforced Aluminum Pedestrian Gates per Dtl. 'E', Sheet 15 of Plans	4	EA	\$ _____	\$ _____
58.	Install Automatic Gate Locking Mechanisms	2	EA	\$ _____	\$ _____
59.	Install Park Signs (Rules, Small Dog Area, Large Dog Area)	4	EA	\$ _____	\$ _____
60.	Install 4"-8" Crushed Rock per Dtl. 'C', Sheet 16 of Plans	12,065	SF	\$ _____	\$ _____
<b>IRRIGATION:</b>					
61.	Irrigation System including Backflow and Fertigation System	1	LS	\$ _____	\$ _____
<b>PLANTING:</b>					
62.	Soil Preparation & Fine Grading	191,050	SF	\$ _____	\$ _____
63.	1-Gallon Shrubs	344	EA	\$ _____	\$ _____
64.	5-Gallon Shrubs	220	EA	\$ _____	\$ _____
65.	8' BTH Palms	3	EA	\$ _____	\$ _____
66.	12' BTH Palms	11	EA	\$ _____	\$ _____
67.	24" Box Trees	62	EA	\$ _____	\$ _____
68.	48" Box Trees	11	EA	\$ _____	\$ _____
69.	Install Root Barrier	130	LF	\$ _____	\$ _____
70.	Install Decomposed Granite 'Desert Gold' 3" Thick Including Stabilizer, Excavation, Grading & Compaction (Min. 90%)	1008	TONS	\$ _____	\$ _____
71.	Install Turf Sod	15,390	LF	\$ _____	\$ _____
72.	Install Steel Edging at Turf Sod	650	LF	\$ _____	\$ _____
73.	90 Day Maintenance Period	1	LS	\$ _____	\$ _____

**TOTAL BID AMOUNT IN WORDS** \_\_\_\_\_

*Note 1: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of work. The accuracy of the figures is not guaranteed and the bidder shall make their own estimates from the drawings. In the case of a variation between the unit price and the totals shown by the bidder, the unit price shall be considered to be the bid to determine the final pay amount.*

*By signing below the bidder acknowledges their understanding of the scope of work and that bidder has read, understands, and agrees to the terms and conditions of the project documents and all of the attachments and addenda.*

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**PRINT SIGNER'S NAME AND TITLE:**

\_\_\_\_\_

\_\_\_\_\_

**DATE SIGNED:**

\_\_\_\_\_

**COMPANY NAME, ADDRESS, TELEPHONE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION

The CITY OF RANCHO MIRAGE ("CITY") and ("CONTRACTOR"), through this agreement ("Agreement"), agree as follows:

A. CONTRACTOR shall construct the following public improvements ("work") identified as:

Blank lines for identifying public improvements.

B. CITY-approved plans and specifications for the construction of the work, which are incorporated herein by reference and prepared by:

See attachments to specifications

C. The following are attached hereto and made a part hereof and/or are incorporated by reference: Schedule A, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Provisions, Special Provisions, Plans and Specifications, and all referenced specifications, details, standard drawings and appendices, together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to ensure its completion in an acceptable manner.

D. This Agreement is funded by the State of California such that it is subject to the prevailing wage laws under Sections 1770 to 1781 of the Labor Code and other applicable prevailing wage laws.

1. COMPENSATION: For and in consideration of the payments to be made and by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the work, and to fulfill all other obligations as set forth herein.

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damage and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified herein; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work and all other unknowns or risks of any description connected with the work.

CITY hereby promises and agrees to retain, and does hereby retain, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth herein.

2. IMPROVEMENTS: For valuable consideration, CONTRACTOR agrees to do, or cause to be done, all of the work described herein by the date specified in Schedule A. CONTRACTOR warrants that all of the materials supplied and work to be done will be of good quality and workmanship. Said work shall be in strict conformity with the plans and specifications of the work, the standard specifications and drawings for public improvements adopted by CITY and this Agreement. CONTRACTOR shall furnish all transportation, equipment, labor, services, permits, utilities and all other items necessary to complete the work. CONTRACTOR shall pay all claims, demands and liability arising out of, or resulting from or in connection with, the performance of the work. CONTRACTOR shall furnish accurate "as constructed" plans. CONTRACTOR'S obligations herein are not limited by any cost estimates nor will any estimate be a measure of damages.

- 3. **TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written Notice to Proceed from CITY and shall be completed within 120 (one hundred and twenty) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Provisions, time shall be of the essence.
- 4. **INSURANCE:** CONTRACTOR shall not commence or continue to perform any work unless CONTRACTOR has in full force and effect all insurance required hereunder with companies satisfactory to CITY. To be acceptable, insurers must be authorized to do business, and have an agent for service of process, in California, and have an "A" policyholder's rating and a financial rating of at least Class V, in accordance with the current Best's Ratings. All insurance policies shall be maintained until the work is accepted by CITY and provide for coverage of all causes of action or disputes arising out of acts in performance of the construction of the work herein, whether said causes or disputes are filed or brought to the attention of CITY before or after the termination of this Agreement.

Concurrent with execution of this Agreement, CONTRACTOR shall provide certificate(s) of insurance and endorsements, satisfactory to CITY, or otherwise provide proof of insurance as approved by the City Attorney, certifying that CONTRACTOR has and will maintain for the Agreement period, full worker's compensation insurance coverage as required by State laws, for all persons who are or may be employed in carrying out the work.

Concurrent with execution of this Agreement, CONTRACTOR shall provide to CITY certificate(s) of insurance and endorsements, satisfactory to CITY, or otherwise provide proof of insurance as approved by the City Attorney, certifying that CONTRACTOR has general liability and commercial vehicle liability insurance coverage naming CITY, City Council members, CITY'S engineer, and their consultants, officials, directors, officers, agents and employees, as additional insureds for both bodily injury and property damage of not less than that specified in Schedule A.

General liability and commercial vehicle liability insurance coverage shall include each of the following types of insurance as required by CITY to carry out this Agreement:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>A. General Liability           <ul style="list-style-type: none"> <li>1. Comprehensive Form</li> <li>2. Premises-Operations</li> <li>3. Explosion and Collapse Hazard</li> <li>4. Underground Hazard</li> <li>5. Products/Completed Operations Hazard</li> <li>6. Contractual Insurance</li> <li>7. Broad Form Property Damage including Completed Operations</li> <li>8. Independent Contractors</li> <li>9. Personal Injury</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>B. Automobile Liability           <ul style="list-style-type: none"> <li>1. Comprehensive Form, Including Loading and Unloading</li> <li>2. Owned</li> <li>3. Hired</li> <li>4. non-owned</li> </ul> </li> </ul> |
|---|---|

Concurrent with execution of any agreements between CONTRACTOR and any subcontractors retained by CONTRACTOR to perform any work required of CONTRACTOR hereunder, and in any event prior to CONTRACTOR authorizing any subcontractors to perform any such work or to even conduct any preliminary activities in preparation for or in anticipation of such work, CONTRACTOR shall collect certificates of insurance from all such subcontractors evidencing proof that all subcontractors have procured and will maintain all the insurance coverages required of CONTRACTOR under this Agreement.

In addition to naming the CITY, City Council members, CITY'S engineer, and their consultants, officials, directors, officers, agents and employees, as additional insureds, as set forth above, the certificates of insurance, including those provided by any subcontractor, provided either on forms required by the CITY or as otherwise approved by the City Attorney, shall bear the following endorsements: (1) each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by or reduced in coverage or limits (except by paid claims) unless the insurer has provided the CITY with thirty (30) days prior written notice of cancellation; (2) the carriers of all required insurance policies must waive all rights of subrogation against the CITY and its officers, employees, servants, volunteers, agents and independent contractors; and (3) except for worker's compensation insurance, all insurance policies required to be provided by CONTRACTOR 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 its officers, employees, servants, volunteers, agents and independent contractors.

Nothing contained in these insurance requirements shall limit the liability of CONTRACTOR or CONTRACTOR's sureties. Review and acceptance of insurance certificates shall not constitute any representation by CITY or its representatives that any required insurance has been issued.

5. **CONTRACTOR'S LIABILITY:** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, be solely and completely responsible for all matters effecting the design, prosecution, progress and completion of the work (both on and off the job site). CONTRACTOR shall be responsible for observing all laws. CONTRACTOR shall provide for public convenience and safety and safety of workers, including CONTRACTOR'S workers and those of CONTRACTOR'S subcontractors, suppliers and others contributing to the work. CONTRACTOR shall protect CITY property and property rights of others, including the location, maintenance and replacement of utilities, whether shown on the plans or not. CONTRACTOR shall give prior notification to utility owners. CONTRACTOR shall notify Underground Service Alert at 1-800-422-4133 at least 48 hours prior to start of construction. CONTRACTOR shall protect against, and prevent drainage from, storm runoff. CONTRACTOR shall not interfere with easements, rights-of-way and encroachment permits. Nothing in this Agreement, the specifications, or other contract documents, or CITY'S approval of the plans and specifications or inspection of the work is intended to include CITY'S review, inspection, acknowledgment of or responsibility for any such matters. CITY, CITY COUNCIL members, ENGINEER, and their consultants and each of their officials, directors, officers, employees and agents shall have no responsibility or liability for the above.
6. **CONTRACTOR'S INDEMNIFICATION:** CONTRACTOR shall indemnify and hold harmless CITY, CITY COUNCIL members, ENGINEER, and their consultants and each of their officials, directors, officers, agents and employees from and against all liability, claims, damages, losses, expenses and other costs, including costs of defense and attorneys' fees arising out of or resulting from or in connection with all matters affecting the design or construction of the work, both on and off the job site, and during and after completion. This, provided any of the above is: (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including the loss of use resulting therefrom, and (2) caused in whole or in part by any act or omission of CONTRACTOR, CONTRACTOR'S engineer, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable. All of this regardless of whether or not it is caused in part by any act or omission (active, passive or comparative negligence included) of a party indemnified hereunder. Said indemnification and agreement to hold harmless shall extend to injuries to persons and damages to or taking of property resulting from all matters affecting the design or construction of said improvements or the diversion of waters or from all matters affecting the design or construction or maintenance of drainage systems, streets and other improvements. Acceptance of these

improvements by CITY shall not constitute an assumption by CITY of any responsibility for such damage or taking. As to any and all claims against the indemnified parties by any employee of CONTRACTOR, any contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnity obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability benefit acts or other employee acts.

CONTRACTOR shall also indemnify and hold harmless CITY, CITY COUNCIL members, ENGINEER, and their consultants, and each of their officials, directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees and other costs, including costs of defense, which any of them may incur both during and after completion with respect to any latent deficiency in all matters affecting the design, specifications, surveying, planning, supervision, observation or construction of the improvements referred to herein or any injury to a person or property, real or personal, as a result of any such latent portions of the work which CITY reasonably suspects may also be defective by reason of known defects in the work or other work performed by CONTRACTOR or CONTRACTOR'S subcontractors, or suppliers or designed by their representatives. Provisions of this paragraph shall remain in effect ten (10) years following acceptance of improvements by the City. Nothing contained herein shall limit CITY'S remedies pursuant to Code of Civil Procedure, Section 337.15.

- 7. **SECURITY:** With the execution of this Agreement, unless otherwise indicated on Schedule A, CONTRACTOR shall furnish and deliver to CITY, at no expense to CITY, a payment bond and a performance bond. Each shall be in the amount of CITY-approved estimate specified on Schedule A. Bonds shall be furnished by surety companies satisfactory to CITY on the forms provided by CITY. No alterations or substitution of said forms shall be allowed. To be acceptable, surety companies 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. The bonds shall be limited to amounts acceptable to the Treasury Department.

None of the following shall in any way affect the obligations of any surety. Each surety waives notice thereof: (a) any change, extension of time, alteration or additions to the terms of the Agreement, or the work to be performed, or the plans and specifications therefor; (b) any matters unknown to surety which might affect surety's risk, except that CITY shall advise surety upon request of the following: (1) any written claims it receives from unpaid subcontractors or suppliers, (2) any written orders received from other public authorities charging violations of laws, ordinances or regulations, and (3) failure of CONTRACTOR to comply with any written notice to correct defective work. The obligations of CONTRACTOR shall not be limited by the amount of such bonds.

- 8. **TYPES/AMOUNT OF SECURITY:** If specified in Schedule A, in lieu of payment and performance bonds, CONTRACTOR may furnish CITY either cash, a Letter of Credit, or an Agreement of Deposit as security for performance. Said security shall be in an amount not less than 100% of the cost estimate and, in addition, for payment of those furnishing materials, labor or equipment in an amount not less than 100% of the cost estimate. Said security agreements shall be on forms furnished by CITY. No alterations or substitution of said forms shall be allowed. The obligations of CONTRACTOR shall not be limited by the amount of the security required. No interest shall be paid CONTRACTOR on any cash deposit made pursuant to this paragraph.

9. **SUBSTITUTION OF SECURITIES:** In conformance with the State of California Public Contract Code, Part 5, Section 22300, CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under this Agreement.

At the request and expense of CONTRACTOR, CONTRACTOR has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for CONTRACTOR's direct deposit of securities as a substitute for retention earnings required to be withheld by the CITY. Upon CONTRACTOR's completion of its obligations hereunder, as evidenced by the CITY's acceptance of the work pursuant to Section 11 hereof, the escrow agent shall return the securities to CONTRACTOR. The escrow agent shall notify the CITY within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the CITY and shall designate CONTRACTOR as the beneficial owner. Alternatively, on written request of CONTRACTOR, the CITY shall make payments of the retention earnings directly to the escrow account.

10. **PARTIAL UTILIZATION:** Until all work has been completed and accepted by CITY and all other public authorities having jurisdiction, CONTRACTOR shall be responsible for the care and maintenance of, or any damage to, the work.

When the work or any portion of it is sufficiently complete to be utilized or placed into service, CITY shall have the right, upon written notification to CONTRACTOR, to utilize such portions of the work and to place the operable portions into service. With this notice and commencement of utilization or operation by CITY, CONTRACTOR shall be relieved of the duty of maintaining the portions so utilized or placed into operation. However, such use and operation shall not relieve CONTRACTOR of the full responsibility for completing the work in its entirety, for making good any defective work or materials, for protecting the work from damage, and for being responsible for damage and for the work as set forth herein. Nor shall such action by CITY be deemed completion and acceptance. Further, such action shall not relieve CONTRACTOR or CONTRACTOR'S sureties and insurers of the provisions hereof relating to indemnity and guarantees.

11. **ACCEPTANCE OF PROJECT - WARRANTY:** Acceptance of the work shall only be by action of the CITY COUNCIL. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by CITY of any defects in the work. From and after acceptance, the work shall be owned and operated by CITY. As a condition to acceptance, CONTRACTOR shall certify to CITY in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to CITY security, satisfactory to CITY, guaranteeing such performance. In addition to CONTRACTOR'S other obligations under the Agreement CONTRACTOR warrants all work and materials to be good quality and fit for the purpose and intended use. 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 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, 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.

If, in the opinion of CITY, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to CITY or to prevent interruption of operations, CITY shall attempt to give the CONTRACTOR notice. If CONTRACTOR cannot be contacted or does not comply with CITY'S request for correction within a reasonable time as determined by CITY, 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 CITY will not relieve CONTRACTOR or CONTRACTOR'S sureties or insurers of the guarantees and indemnities of this Agreement.

This paragraph does not in any way limit CITY'S remedies pursuant to Code of Civil Procedure, Section 337 and 337.15, or the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee period. CONTRACTOR agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish 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.

- 12. **CONTRACTORS AND AGENTS:** CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of CONTRACTOR'S subcontractor and of the persons directly or indirectly employed by CONTRACTOR'S subcontractor as CONTRACTOR is for the acts and omissions of persons directly or indirectly employed by CONTRACTOR. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor or others and CITY. CONTRACTOR shall bind every contractor to be bound by the terms of this Agreement.
- 13. **DEFAULT BY CONTRACTOR:** CONTRACTOR shall be in default of this Agreement if: CONTRACTOR refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any written extension thereof, or fails to complete such work within such time, or if CONTRACTOR should be adjudged a bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, or if CONTRACTOR or any of their subcontractors violate any of the provisions of this Agreement, or if CONTRACTOR fails to make prompt payment for materials or labor, or if CONTRACTOR disregards laws, ordinances, or instructions of CITY. CITY may thereafter serve written notice upon the CONTRACTOR and CONTRACTOR'S surety of its intention to declare this Agreement in default. Said notice shall contain the reasons for such intention to declare a default. Unless, within ten (10) days after the service of such notice, such violations shall cease and satisfactory arrangements for the corrections thereof be made, this Agreement shall upon the expiration of said time be in default.

Upon such default, CITY shall serve written notice thereof upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform this Agreement. If the surety does not, within fifteen (15) days after the serving upon it of a notice of a default, give CITY written notice of its intention to take over and perform this Agreement or does not commence performance thereof within thirty (30) days from the date of CITY'S notice, CITY may take over the work and prosecute the same to the extent of completion it deems necessary by contract or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and the surety shall be liable to CITY for any cost or other damage occasioned CITY thereby. In such event CITY may, without liability for so doing, take possession of, and utilize in completing such work, such materials, appliances, plants, and other property belonging to CONTRACTOR that may be on the site of the work and be necessary therefor. Should surety fail to take over and diligently perform the Agreement upon Principal's default, surety agrees to promptly on demand deposit with CITY such amount as CITY may reasonably estimate as the cost of completing all of CONTRACTOR'S obligations. For any such work the CITY elects to complete by furnishing its own employees, materials, tools, and equipment, CITY shall receive reasonable compensation therefor including costs of supervision and overhead.

CITY may, at its option, elect not to complete any or all of the work and may elect not to accept any of the work already completed. If CITY elects not to accept any of the work, then all CITY'S obligations to CONTRACTOR and the lands to be served shall terminate. CITY'S obligations to CONTRACTOR and the lands to be served shall continue to the extent of any acceptance, subject to CITY'S right to offset any sums due the CITY.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CITY.

- 14. **DELAY BY CONTRACTOR:** If the work is suspended or otherwise not continuously prosecuted for any cause whatsoever, within or without the time for completion, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, remove and replace all or any portion of the work already completed and inspected which CITY, in its sole discretion, determines is or can be damaged.
- 15. **ATTORNEYS' FEES AND COSTS:** Should CITY engage an attorney to enforce any provision of this Agreement or to defend any claim brought by anyone arising out of the failure of CONTRACTOR to perform any of CONTRACTOR'S obligations under this Agreement, CONTRACTOR shall pay all of CITY'S attorneys' fees incurred in connection therewith, with or without suit, whether or not said attorney is in the regular employ of the CITY.
- 16. **PREVAILING WAGES:** 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.

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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, 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 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.

CONTRACTOR and all subcontractors hired to perform any work for the subject 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).

- 17. **ASSIGNMENT:** The performance of the Agreement may not be assigned except upon the written consent of CITY. Consent will not be given to any proposed assignment which would relieve CONTRACTOR or CONTRACTOR'S sureties of their responsibilities under the Agreement unless CITY finds that assignee can perform this Agreement and provide security comparable to that provided by CONTRACTOR.
- 18. **NOTICE:** All notices required hereunder shall be deemed served or given upon the earlier of actual receipt or deposit in the U.S. Postal Service, first class postage prepaid, addressed to CONTRACTOR at the address set forth below, to the surety at the address in the security instrument, and to CITY at 69-825 Highway 111, Rancho Mirage, California 92270.

**CITY OF RANCHO MIRAGE  
STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION  
SIGNATURE REQUIREMENTS**

(Limited Partnership/General Partnership/Corporation)

**1 WHERE PRINCIPAL IS A LIMITED PARTNERSHIP**

- A. General Partner shall execute on behalf of the limited partnership.
- B. General Partner shall furnish City of Rancho Mirage a copy of the recorded Certificate of Limited Partnership to authenticate the authority of the General Partner to sign on behalf of the limited partnership.

**2 WHERE PRINCIPAL IS A GENERAL PARTNERSHIP**

- A. General Partner shall execute on behalf of general partnership.
- B. General Partner shall furnish City of Rancho Mirage a copy of the General Partnership Agreement authenticating that the General Partner who signs the document has authority to do so.

**3 WHERE PRINCIPAL IS A CORPORATION**

- A. Officers shall execute on behalf of corporation.
- B. Officers shall furnish City of Rancho Mirage a copy of a corporate resolution indicating that the officers who sign the document are the officers of the corporation and authorized to bind the corporation to contract. Corporation requires two signatures.

In each of the foregoing situations (a limited partnership, a general partnership or a corporation) the CITY requires an individual obligor in addition to the partnership or corporate entity.

For example, John Doe may sign on behalf of either partnership or the corporation as the General Partner and/or president thereof, but then, in addition, John Doe is required to sign the document individually as an individual obligor.

By \_\_\_\_\_  
(Authorized Representative of CITY) Date  
G. Dana Hobart

Title: Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL IF CORPORATION)

By \_\_\_\_\_  
(Authorized Representative of Corporation) Date

Title \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

By \_\_\_\_\_  
Individual Guarantor

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

By \_\_\_\_\_  
Individual Guarantor

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

**(SIGNATURES MUST BE NOTARIZED)**

(Seal: Partnership/Corporation)

**SCHEDULE A**

**STANDARD AGREEMENT FOR PUBLIC WORKS CONSTRUCTION**

This schedule is attached to and made a part of the Standard Agreement for Construction of Public Improvements between CITY and CONTRACTOR for the above-referenced property.

- 1. Compensation: \$ \_\_\_\_\_
- 2. Completion Date (120 calendar days): To be determined by Notice to Proceed
- 3. Liability Insurance Limits:

General Liability

\$2,000,000	Each Occurrence (Includes Bodily Injury and Property Damage)
\$1,000	Medical Expense
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate
\$2,000,000	Products-Completed/Operations Aggregate

Automobile Liability

Combined Single Limit \$1,000,000 each accident and \$2,000,000 in the aggregate

Workers Compensation Statutory

- 4. Approved Security Amounts:
  - a. Performance

\$ \_\_\_\_\_

- b. Payment

\$ \_\_\_\_\_

- 5. Bond Substitute Acceptable: Yes No (Cross out one)

- 6. Contractor(s):

<u>Name and Address</u>	<u>License No.</u>	<u>Phase of Work</u>
-------------------------	--------------------	----------------------

( ) Initial of CITY REPRESENTATIVE  
REPRESENTATIVE

( ) Initials of CONTRACTOR

# LETTER OF CREDIT

CITY OF RANCHO MIRAGE  
69-825 Highway 111  
Rancho Mirage, CA 92270

Attention: Randy K Bynder, City Manager

Reference: Irrevocable Letter of Credit No. \_\_\_\_\_

Gentlemen:

This Letter of Credit is given to fulfill the requirements of that certain agreement entered into between the City of Rancho Mirage, a political subdivision of the State of California, hereinafter referred to as "CITY," and

\_\_\_\_\_ hereinafter referred to as "Principal," covering certain improvements to be installed in that certain project known and designated as:

\_\_\_\_\_ As required by said agreement, and for that purpose only, we hereby establish in favor of CITY our Irrevocable Letter of Credit No. \_\_\_\_\_ in the amount of \_\_\_\_\_ U.S. dollars (\$ \_\_\_\_\_), to be paid by drafts at sight on us if accompanied by the following documents:

CITY'S written statement (signed by the City Manager or City Attorney) certifying that there has been failure of the Principal to perform the above agreement. Said statement shall declare the amount of the sight draft on us and that the amount of this draft is, therefore, now due and payable.

IT IS AGREED that the above funds are on deposit and guaranteed for payment and said funds shall become trust funds for the purposes set forth herein as required by Section 66499.6 of the Government Code of the State of California.

Upon our receipt, from time to time, of a signed and dated certificate, in the form below, from the City of Rancho Mirage, the amount of this Letter of Credit will be reduced by the amount stated in such certificate. Said certificate must read as follows:

Required improvement(s) has been performed in that certain project known and designated as \_\_\_\_\_. The amount and liability under Letter of Credit No. \_\_\_\_\_ is hereby reduced to \$\_\_\_\_\_

All drafts under this Letter of Credit shall be marked:

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

We expressly agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall meet with due honor upon representation. "Due honor" requires payment to CITY within three (3) banking days after presentation of demand.

This Letter of Credit shall be deemed automatically extended without amendment one year from the present and annually thereafter unless sixty (60) days prior to any such date bank shall notify City Clerk, by registered letter, that bank elects not to renew for such additional one year. In any event, this guaranteed Letter of Credit shall expire forty-five (45) days after CITY'S approval of the foregoing improvements, the recordation of the Notice of Acceptance and notification thereof to bank.

DATED: \_\_\_\_\_

Name of Bank \_\_\_\_\_

By: Authorizing Agent or Representative \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

**Note: Letter must be submitted on bank letterhead with resolution or other documentation identifying signature as bank officer authorized to sign on behalf of bank.**

### 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 Rancho Mirage ("CITY") for payment of the penal sum of: \_\_\_\_\_

\_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_). 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 public 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 extend, notwithstanding any controversy between Principal and CITY regarding Principal's failure under the agreement 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.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Seal of Corporation

By \_\_\_\_\_  
Authorized Representative of Principal

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

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

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

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

By \_\_\_\_\_  
Attorney in Fact or other Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

( ) \_\_\_\_\_  
Company Agent

APPROVED AS TO FORM:

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City and State

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

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 section 7 of the agreement.

**(NOTICE: No substitution or revision of this bond form shall be accepted.)**

## 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 Rancho Mirage ("CITY") and those for whose benefit this bond insures in the sum of \_\_\_\_\_ U.S. Dollars (\$\_\_\_\_\_). 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 public 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 Title 15 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 ACKNOWLEDGEMENT)**

By \_\_\_\_\_  
Authorized Representative of Principal  
Title \_\_\_\_\_

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

\_\_\_\_\_  
City and State

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

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

By \_\_\_\_\_  
Attorney in Fact or other Representative

**(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)**

( ) \_\_\_\_\_  
Company Agent

APPROVED AS TO FORM:

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
CITY Attorney

\_\_\_\_\_  
City and State

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

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 section 7 of the agreement.

**(NOTICE: No substitution or revision of this bond form shall be accepted.)**

**CERTIFICATE OF COMPLETION OF STANDARD AGREEMENT  
FOR PUBLIC WORKS CONSTRUCTION**

To induce the CITY OF RANCHO MIRAGE ("CITY") to accept all the work under the above dated Standard Agreement for Public Works Construction between CITY and CONTRACTOR, CONTRACTOR represents and certifies to CITY as follows:

1. All the work described in said agreement has been fully and completely performed in strict conformity with the agreement; and,

1. Except for final payments due CONTRACTOR or subcontractors which are contingent upon CITY'S acceptance, all transportation, equipment, labor, service, permits, utilities, and all other items used in completing the work have been fully paid for.

CONTRACTOR: _____	_____	_____
(Name)	(Phase of Work)	
_____	_____	_____
(Date)	(Authorized Representative)	(Title)

CONTRACTOR: _____	_____	_____
(Name)	(Phase of Work)	
_____	_____	_____
(Date)	(Authorized Representative)	(Title)

CONTRACTOR: _____	_____	_____
(Name)	(Phase of Work)	
_____	_____	_____
(Date)	(Authorized Representative)	(Title)

CONTRACTOR: _____	_____	_____
(Name)	(Phase of Work)	
_____	_____	_____
(Date)	(Authorized Representative)	(Title)

CONTRACTOR: _____	_____	_____
(Name)	(Phase of Work)	
_____	_____	_____
(Date)	(Authorized Representative)	(Title)

Recording Requested By And  
When Recorded Mail to:

CITY OF RANCHO MIRAGE  
69-825 Highway 111  
Rancho Mirage, CA 92270  
No fee

**NOTICE OF ACCEPTANCE**

Notice is hereby given that the following public improvements have been completed and accepted by the CITY COUNCIL of the City of Rancho Mirage on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Brief description of improvements)

\_\_\_\_\_  
(General location)

\_\_\_\_\_ Rancho Mirage, California,

\_\_\_\_\_  
(Owner of property)

\_\_\_\_\_  
(Contractor(s))

This Notice of Acceptance is executed under authority of a directive from the City Council of the City of Rancho Mirage.

I, \_\_\_\_\_, declare under the penalty of perjury that I am the \_\_\_\_\_ of the City of Rancho Mirage, that I am familiar with the facts stated in the foregoing Notice of Acceptance executed for and on its behalf, and that I have read the foregoing Notice of Acceptance and know the contents thereof to be true.

DATED: \_\_\_\_\_, 20\_\_.

**(SIGNATURES MUST BE NOTARIZED)**

\_\_\_\_\_

\_\_\_\_\_  
Title

**SECTION 00700-A**

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**SECTION 00700**

**GENERAL CONDITIONS OF THE CONTRACT**

**1. SCOPE OF WORK**

The work to be done consists of furnishing all materials, equipment, tools labor and incidentals as required by the contract documents to construct the above stated project.

The general items of work to be done hereunder consist of roadway widening and intersection improvements, removal of existing improvements including, but not limited to : roadway improvements at Key Largo Avenue (extension widening and installation of half width asphalt base and asphalt pavement, installation of PCC concrete curb and gutter, handicap ramp at intersection of Key Largo and Via Vail, new striping) extension of water and sewer lines and fire hydrant, general grading and drainage of the park (4.3 acres) SWPPP and PM-10 measures, sewer extension into the park for future restroom, water extension into the park for future restroom and use for drinking fountains, parking lot apron, parking lot entry pavers, parking lot (complete), trash enclosure with gates, entry donor pavers, park concrete walkways, dog park fencing with silhouettes and shot cobble below, drinking fountains, benches, boulder benches, park signs, site furnishings, pet waste stations, fabric shade sails, soil preparation and landscape fine grading, boulder installation, landscape installation (complete), decomposed granite mulch, irrigation installation with fertigation system (complete) electrical service and panel and all coordination, parking lot lights, walkway lights, flood lights, park monument sign and lighting as well as all other appurtenant or related work as shown or referenced on the plans.

**2. LOCATION OF WORK**

The general location and limits of the work are: Rancho Mirage Dog Park – Southwest Corner of Via Vail and Key Largo Avenue

**3. TIME FOR COMPLETION**

Time is of the essence, therefore, the CONTRACTOR shall prioritize and schedule the work to be completed within the time specified in the Notice to Proceed and as set forth in Paragraph C.3 of the Standard Agreement, Section 00312-2, "Time For Completion", and shall be initiated as follows:

All long lead delivery time items shall be ordered immediately upon award of the contract. Vendor delivery date commitments shall be provided to the City of Rancho Mirage.

The Contractor shall determine the exact location of all existing utilities prior to commencing work. In the event the Contractor encounters underground utilities not shown on the plans, he/she shall verify the exact location of the utility and immediately notify the Engineer.

**4. TRAFFIC REQUIREMENTS**

Delineation shall be in accordance with the California Department of Transportation California Manual on Traffic Control Devices, 2012 Edition (California MUTCD), The Contractor shall submit a detailed construction detour plan consistent for Agency review and approval for each stage of construction prior to start of construction.

**5. CORRELATION AND INTENT OF DOCUMENTS**

The Standard Specifications for Public Works Construction (Green Book), 2012 Edition, project plans, special provisions, contract change orders, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary, and to describe and provide for a complete work.

Project Plans shall govern over Standard Plans; Standard Plans and Project Plans shall govern over the Standard Specifications; the Project Special Provisions shall govern over the Project Plans, Standard Specifications, and Standard Plans.

**6. DETAIL DRAWINGS AND INSTRUCTIONS.** The Engineer will furnish to the Contractor, with reasonable promptness, such further detail explanations, instructions and Drawings as may be necessary for the proper execution of the Work. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent of the Drawings and Specifications or the purposes of the improvement. The Contractor shall conform to the intent of the

Contract, Drawings and Specifications. The Contractor shall not proceed with any portion of the work unless he is in possession of Plans and information necessary to its proper execution and completion.

The execution of the work as specifically detailed or explained without a written Change Order signed by the Owner and the Engineer, shall constitute an acceptance by the Contractor of detailed Drawings or information as being in conformity with the original intent of the Contract Documents.

7. **NO ORAL AGREEMENTS.** No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

8. **SHOP DRAWINGS**

A. The Contractor shall submit for the approval of the Engineer shop, fabrication and setting drawings required by the Specifications or that may be requested by the Engineer, and no work shall be fabricated by the Contractor, except at his own risk, until such approval has been given.

B. Drawings shall be submitted in quadruplicate accompanied by letter or transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.

C. The Drawings submitted shall be marked with the name of the project, numbered consecutively and bear the approval of the Contractor as evidence that the Drawings submitted without this approval will be returned to the Contractor for re-submission.

D. The Contractor shall submit all Drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variations in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though such shop drawings have been approved.

E. If a Drawing as submitted indicates a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in the Contract price or time for performance, he may approve the Drawings.

F. The approval of shop and setting drawings will be general and, except as provided above, shall not be construed: (1) as permitting any departure from the Contract requirements; (2) as relieving the Contractor of the responsibility of any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Engineer.

9. **DRAWINGS AND SPECIFICATIONS.** The Contractor shall keep on the work site a complete copy of the Drawings and Specifications, including all authorized Change Orders, in good condition, which shall always be available to the Owner, Engineer, and their representatives.

All Drawings, Specifications and copies thereof furnished to the Contractor are the property of the Owner and shall not be used on other work without its consent. Upon completion of this project, all copies of the Drawings and specifications shall be returned to the Engineer, as agent of the Owner.

10. **MATERIALS, WORKMANSHIP.** All materials used in the project, unless otherwise specified, shall be new, of the types and grades specified, and the Contractor shall, if requested, furnish evidence satisfactory to the Engineer that such is the case. All workmanship shall be of the best quality and all workers shall be adequately skilled in the work which they perform.

11. **DEFECTIVE WORK AND MATERIALS.** The Contractor shall promptly remove from the premises all materials condemned by the Owner, the Contractor shall promptly replace and re-execute his work in accordance with the Contract and shall perform that work without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Engineer and Owner deem it expedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted from the sum agreed to be paid the Contractor for the performance of the Contract.

12. **SUBSTITUTIONS OF MATERIALS AND EQUIPMENT.** Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the Owner. Equals will not be accepted unless the Contractor requests and receives permission in writing from the Owner to make specific substitutions. Requests shall be made within sufficient time to allow the Owner to investigate the merits of the proposed substitutes, and the Contractor shall present complete details with specific explanations of the characteristics of those details, which differ, from the Specifications.

13. **CONTRACTOR'S TITLE TO MATERIALS.** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payment.

14. **LICENSES, PERMITS, LAWS AND REGULATIONS.** The contractor, acting in the name of the Owner, shall obtain and pay, only where legally required, for all licenses and permits, inspections and inspection certificates, required to be obtained from or made by any authority having jurisdiction over any part of the work included in the Contract. The Contractor shall comply with all laws, ordinances and regulations applicable to the work.

15. **PATENTS, ROYALTIES AND TAXES.** The Contractor shall hold the Owner and the Engineer harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, appliance, or device used in the performance of the Contract and shall defend all suits or claims for infringement of any patent right. He shall pay all applicable Federal, State and local sales taxes and all other taxes pertinent to the work involved in this Contract.

16. **ENGINEERING, SURVEY AND SITE EXAMINATION.** The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site and for having satisfied himself as to the conditions under which the work is to be performed. No claim for allowances because of his error or negligence in acquainting himself with the conditions at this site will be recognized.

The Owner will furnish surveys necessary to properly locate the improvements and establish the locations thereof, with general reference points as well, that in the Owner's judgment enable the Contractor to proceed with the work.

The Contractor shall provide competent engineering services to lay out the work and all parts thereof and to establish all grades and elevations in accordance with the Contract requirements. He shall verify the figures shown on the survey cut sheets, field stakes and the approved drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the Owner. Any bench marks or monuments which are lost or destroyed shall be replaced by a licensed land surveyor at the full expense of the Contractor subsequent to proper notification of the Owner and with his approval.

Any ties, monuments and bench marks disturbed during construction shall be reset by a Licensed Land Surveyor per City and County standards after construction and the tie notes submitted to the City on 8-1/2" x 11" heavy stock grid-lined survey record paper. The tie record shall be signed by the Licensed Surveyor and a corner record shall be filed with the County of Riverside at the Contractor's expense. The Contractor and his sureties shall be liable for, at his expense, any resurvey required due to his negligence in protecting existing ties, monuments, bench marks or any such horizontal or vertical controls.

17. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State of municipal laws and regulations and local conditions shall be provided and maintained. Existing pavements located on or near the site shall be protected against damage, and pavements that are accidentally damaged or necessarily cut shall be replaced with the same material upon completion of the work.

18. **ACCIDENT PREVENTION.** Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or harm to any person or property and shall also be responsible for the same if such occur.

19. **EMERGENCIES.** In an emergency affecting the safety of life or of any structure or of adjoining property, the Contractor shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable, the Contractor shall communicate with the Owner and shall be guided by the directions and advice of the Owner. But if the character of the emergency is such as to require action with such short limits or time or under circumstances rendering that impracticable, then the Contractor shall act independently and upon his own responsibility, subject to the direction and control of the Owner as soon as it may become practicable to obtain the same.

20. **ACCESS TO THE WORK.** The Engineer, the Owner, and their representatives shall have access at all times to the work for purposes of inspection, wherever said work is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

21. **INSPECTION OF THE WORK.** All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination, and test by the Engineer at any all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Should the Specifications, the Engineer's instructions, any law, ordinances or public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

22. **INSPECTOR.** The Owner may employ an Inspector, who will act as a direct representative of the Owner or the Engineer, and who shall provide full-time and continuous personal supervision and inspection of the work. Such supervision and inspection shall not, in any way relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree, the Contractor's responsibility for providing efficient and capable superintendence as required herein. The Inspector is not authorized to make changes in the Drawings or Specifications, nor shall his approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects.

No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and consent of the Inspector.

23. **SUPERVISION OF CONTRACTOR**

The CONTRACTOR shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or be represented by a duly authorized and competent SUPERINTENDENT satisfactory to the ENGINEER, continually at the site of the work during progress, to receive directions or instructions from the OWNER. The SUPERINTENDENT shall be qualified to, and shall, represent the CONTRACTOR during all times when the CONTRACTOR is not present and all orders or directions issued to the SUPERINTENDENT by the OWNER shall be as binding as if given to the CONTRACTOR personally. Important directions shall be confirmed in writing to the CONTRACTOR. Other directions shall be so confirmed upon written request in each case. The CONTRACTOR shall designate the Project SUPERINTENDENT in writing to the CITY and obtain ENGINEER approval prior to the start of construction. Both the CONTRACTOR and the SUPERINTENDENT shall cooperate to provide efficient and complete supervision over all phases of the work.

24. **CHANGES IN THE WORK.** The Owner, upon agreement with the Contractor, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. The Contractor shall not be authorized to comply with such order without previously obtaining written authority therefore from the Owner. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change.

The Contractor shall, when requested by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change that may be ordered. If in the opinion of the Contractor any instructions, detail Drawings or notices of any description issued by the Engineer or Owner involve extra cost above the Contract price he shall immediately give the Owner written notice to that effect before proceeding with the work involved. The execution of work without prior submission of such written notice shall constitute the contractor's acceptance of the work as being within the Contract price.

The Contractor agrees that any change orders for extra work represent an accord and satisfaction between the owner and Contractor for such extra work. The Contractor's change order shall contain the entire claim of Contractor for all such extra work, including but not limited to claims for delay, disruption, and acceleration damages. Contractor waives any further claim for costs and damages except as specifically set forth in the change order.

## 25. DELAYS

25.1 **Notice of Delays** – When the CONTRACTOR foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the CONTRACTOR shall notify the ENGINEER in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The CONTRACTOR agrees that no claim shall be made for delays, which are not called to the attention of the ENGINEER at the time of their occurrence.

25.2 **Avoidable Delays** – Avoidable delays in the prosecution of the Work shall include delays, which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the CONTRACTOR or its subcontractors, at any tier level, or suppliers.

25.3 **Unavoidable Delays** – Unavoidable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the CONTRACTOR and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors, at any tier level, or suppliers.

Delays in completion of the Work of other Contractors employed by the CITY will be considered unavoidable delays insofar as they interfere with the CONTRACTOR's completion of the current critical activity or item of the Work.

25.4 **Abnormal Delays** – Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as unavoidable delays insofar as they prevent the CONTRACTOR from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item on the favorably reviewed progress schedule.

25.5 **Material Shortages** – Upon the submission of satisfactory proof to the ENGINEER by the CONTRACTOR, a shortage of materials outside the control of the CONTRACTOR will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the ENGINEER, it must be demonstrated by the CONTRACTOR that the CONTRACTOR has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work and was not due to a lack of scheduling or planning on the CONTRACTOR's part.

Only the physical shortage of material caused by unusual circumstances will be considered under these provisions as a cause for Extension of Time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the ENGINEER that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of materials will not be considered for material ordered or delivered late or whole availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the Work.

26. **TIME EXTENSIONS**

26.1 **Avoidable Delay** – The AGENCY may grant an Extension of Time for avoidable delays if the AGENCY deems it is in its best interest. If the AGENCY grants an Extension of Time for avoidable delays, the CONTRACTOR agrees to pay the AGENCY’s actual costs, including changes for engineering, inspection and administration incurred during the extension.

26.2 **Unavoidable Delay** – If the CONTRACTOR is delayed in the performance of its work by an act of the CITY or if the CONTRACTOR is delayed in the performance of its work by an unavoidable delay, then the Contract completion date may be extended by the CITY for such time that, in the AGENCY’s and ENGINEER’s opinion, the CONTRACTOR’s completion date will be unavoidably delayed, provided that the CONTRACTOR strictly fulfills the following:

- a. The CONTRACTOR shall provide notification in accordance with Section 25.1 **Notice of Delays** and submit in writing a request for an Extension of Time to the ENGINEER stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted along with a time impact analysis.
- b. If requested by the ENGINEER, the CONTRACTOR shall promptly provide sufficient information to the ENGINEER to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The CONTRACTOR will be granted a non-compensable time extension for weather-caused delays.

Should the CONTRACTOR fail to fulfill any of the foregoing, which are considered conditions precedent to the right to receive a Time Extension, the CONTRACTOR waives the right to receive a time extension.

Should the CONTRACTOR fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the CONTRACTOR shall pay to the AGENCY liquidated damages as specified in the Special Provisions of these specifications.

During such extension of time, neither extra compensation for engineering, inspection and administration, nor damages for delay will be charged to the CONTRACTOR. It is understood and agreed by the CONTRACTOR and AGENCY that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations which would prevent completion of the whole Work within the specified Contract Time.

26.3 **Indirect Overhead** – The CONTRACTOR shall be reimbursed for indirect overhead expenses for periods of time when the Work is stopped due to Unavoidable Delays as defined in Section 25.3, of these General Conditions. However, no reimbursement for indirect overhead shall be made for delays as defined in Section 25.4 Abnormal Delays; Section 26.2.c. Weather Delays; or Section 25.5, Material Shortages of these General Conditions.

As a condition precedent to any reimbursement, the CONTRACTOR must fulfill all conditions as provided Section 26.2, Unavoidable Delay.

The reimbursement of indirect overhead is limited to those delay conditions defined above when the CONTRACTOR is prevented from proceeding with seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the current favorably reviewed progress schedule.

26.4 **Indirect Field Overhead** – For those allowable delay periods as defined in Section 25.3 of these General Conditions, the CONTRACTOR shall be reimbursed for its indirect field overhead based on:

- a. Invoices for all field office equipment.
- b. Actual salary for field office staff.
- c. Fair rental values acceptable to the ENGINEER for construction equipment idled due to the delay.

26.5 **Home Office Overhead** – For those allowable delay periods as defined in Section 25.3, Unavoidable Delays, the CONTRACTOR shall be reimbursed for its home office overhead based on the following formula:

Contract Bid price divided by Contract Period Calendar Days x 0.03 = Daily Home Office Overhead (\$/Day).

Such reimbursement shall be mutually agreed between the AGENCY and CONTRACTOR to encompass full payment for any home office overhead expenses for such periods of time for the CONTRACTOR and all subcontractors. The CONTRACTOR agrees to hold the AGENCY harmless for any indirect overhead claims from its subcontractors.

27. **OWNER’S RIGHT TO DO WORK.** Should the Contractor, at any time during the process of construction, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, unless prohibited from so doing through the action of the Owner, the Engineer, or other authorized official agencies, the Owner, after giving two (2) days written notice to the Contractor may, without prejudice to any other rights he may have, proceed with and/or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to the Contractor.

28. **OWNER’S RIGHT TO TERMINATE THE CONTRACT.** If the Contractor should be adjudged a bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, if he should, except in cases stated in the following paragraph, persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to subcontractors or for materials or labor, persistently disregard laws, ordinances or the instruction of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy after giving the Contractor ten (10) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation to the Engineer for his additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

29. **CONTRACTOR’S RIGHT TO TERMINATE THE CONTRACT.** If through no fault of the Contractor, or of anyone employed by him (1) the work is stopped by order of any court or governmental authority, other than the Owner, (2) the Engineer capriciously or arbitrarily fails to issue any certificate for payment within thirty (30) days after it is due, or (3) the Owner fails to pay to the Contractor, within sixty (60) days after presentation of the Engineer’s certificate to the Owner, any sum certified by the Engineer, then the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop work or terminate the Contract, and the Owner shall be liable to the Contractor for any loss sustained and reasonable profit.

30. **PAYMENTS WITHHELD.** The Engineer may withhold or, on account of subsequent discovered evidence, nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- A. Defective work not remedied.
- B. Claims filed, or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to subcontractor or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance remaining unpaid.
- E. Damage to another Contractor.
- F. Default of the Contractor in the performance of the terms of the Contract.

31. **LIENS.** The Contractor agrees that at any time upon request of either the Owner or the Engineer, he will submit a sworn statement setting forth the work performed or material furnished by subcontractors and material suppliers, and the amount due and to become due to each, and that before the final payment called for hereunder he will, if requested, submit to the Owner or the Engineer a complete set of vouchers showing what payments have been made for materials and labor used in connection with the work.

32. **ASSIGNMENTS.** The Contractor shall not assign the whole or any part of this Contract without the written consent of the Owner and all Sureties executing bonds on behalf of the Contractor in connection with said Contract.

33. **MUTUAL RESPONSIBILITY OF CONTRACTORS.** If the Contractor or any of his subcontractors or employees cause loss or damage to any separate Contract on the work, the Contractor agrees to settle with such separate Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner, on account of any loss so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any expenses and judgment arising therefrom.

34. **SEPARATE CONTRACTS.** The Owner reserves the right to award other contracts in connection with the project and the work, under which may proceed simultaneously with the execution of this Contract. The Contractor shall coordinate operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials, and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep himself informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors where such delay or such defective workmanship will interfere with his own operations. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

35. **SUBCONTRACTS.**

A. The Contractor may, without additional expense to the Owner, utilize the services of subcontractors on those parts of the work that are specified to be performed by subcontractors.

B. Nothing contained in the Specifications of Drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall be responsible for the coordination of the trades, subcontractors and material men engaged upon his work.

E. Neither the Owner nor Engineer will undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

F. The Contractor shall cause appropriate provisions to be inserted in all subcontract relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors.

G. The Owner and the Engineer reserve the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors, which is submitted with his proposal, will be deemed to be acceptable.

H. In accordance with Section 4101 of the Government Code, each bidder, in his bid, shall set forth: (1) the name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work, or improvement, in an amount in excess of one half of 1% of the Contractors total bid, and (2) the portion of the work which will be done by each such subcontractor.

I. In accordance with Section 4105 of the Government Code, if the Contractor fails to specify such subcontracts, he agrees to perform that portion of the work himself.

J. In accordance with Sections 4107 and 4107.5 of the Government Code, no Contractor whose bid is accepted shall without consent of the awarding authority, either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontractor to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the work in excess of one half of 1% of the Contractor's total bid as to which his original bid did not designate a subcontractor.

36. **USE OF WORK AREA AND CLEANING.** The Contractor shall maintain the work area under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the daily operations of adjacent businesses or residences during the week. The Engineer shall approve all storage and field yard areas. The Contractor shall not permit any load or stress to be placed upon any part of the permanent work or existing work that will endanger the safety or strength of said work.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT AND GUARANTEE ONE YEAR.** Neither the final certificate, final payment, or any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which may appear to be discovered up to one year after recording of the Notice of Completion. The Owner shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately upon receiving such notification. Payments due to the Engineer by the Owner for extra engineering services required in the enforcement of Contractor's guarantee after acceptance of the work shall be paid to the Owner by the Contractor or his Surety.

38. **OCCUPANCY BY THE OWNER.** The Owner has the right to occupy and to use the any and all parts of the property to the completion of the entire work, and that such use shall not operate as an acceptance of any part of the work.

39. **DAMAGE TO ADJACENT AND EXISTING PROPERTY.** The Contractor shall be responsible for any and all damage done to existing property and adjacent construction work during all construction work under this Contract, and he shall make any repairs that result from his operations to the satisfaction of the Owner.

40. **UTILITIES.** The Contractor shall furnish and pay for all water, gas, electricity and other utilities used for construction purposes, unless otherwise provided in the Special Conditions or Specifications.

41. **TEMPORARY TOILET.** The Contractor shall construct a chemical toilet or temporary toilet connected to a cesspool for the use of all persons connected with the work. Structure shall have roof and door and shall be fly-proof. At conclusion of the work, the chemical toilet or cesspool and toilet shall be removed from the premises and excavation filled and left in a thoroughly sanitary condition. Exact location must be approved by the Engineer.

42. **CLIMATIC CONDITIONS.** The Contractor shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against injury from extreme heat, cold, dry winds, or dampness as follows:

A. At all times during the placing, setting and curing of concrete and cement work, provide sufficient heat to insure the heating of spaces involved to not less than fifty (50) degrees Fahrenheit.

B. The Engineer shall have full authority to suspend operations on work when subject to damage by climatic conditions or because of insufficient curing or drying of surfaces or materials.

43. **LAWS CONCERNING THE OWNER A PART HEREOF.** The Contract is subject to all provisions of the constitution and laws of California governing, controlling or affecting the Owner, or the property, funds, operations or powers of the Owner, and such provisions are by this reference made a part hereof and of the Contract.

44. **WAGES AND HOURS.** The Owner has determined that the minimum wages paid on this project shall not be less that those set forth in the Notice Inviting Bids. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of increased wage rates.

In accordance with the provisions and requirements of section 1810-16 of the Labor Code, neither the contractor or the subcontractor who employees, directs, or controls the work of any worker employed to execute work done under the Contract, shall require or permit such worker to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property. Within thirty (30) days after any worker is permitted to work over eight (8) hours in one calendar day due to such extraordinary emergency, the Contractor shall file with the Owner a verified report settling the nature of the emergency. The report shall contain the name of the worker and the hours worked by him on the particular day. Failure to file the report within the thirty (30) day period shall be prima facie evidence that no extraordinary emergency existed. The Contractor and every subcontractor shall keep an accurate record showing the name of, and actual hours worked by, each worker employed by him in connection with the work executed under the Contract. The record shall be kept open to all reasonable hours to the inspection of the Owner and the Division of Labor Law Enforcement. The contractor shall forfeit, as a penalty to the Owner, up to \$200.00 for each worker employed in the execution of the Contract by the contractor or by any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours, in violation thereof.

45. **BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS"**. The provisions of this paragraph control over the provisions of paragraph 10 of these General Conditions.

Whenever any material, product, thing or services is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion).

**As a part of his Bid Proposal** any bidder must include a request for a substitution of an item "equal" to any so specified by brand or trade name. Within twenty-one (21) calendar days after award of the Contract, the Contractor may submit to the Engineer data substantiating such a request made in his Bid Proposal; otherwise the request shall be deemed to have been withdrawn. Such submission shall include data showing the equality, his reasons for making the request, and the difference, if any, in cost to the Contractor. The Engineer shall promptly investigate the request and make a recommendation to the Owner, who shall promptly determine whether or not the substitute is equal in every respect to the items specified, shall grant or deny the request accordingly, and shall notify the Contractor, who shall inform the Contractor in writing. Unless the request is granted by the governing board of the Owner, the substitution shall not be permitted. Nothing herein shall authorize any change in the Contract price nor prevent the use of Change Orders in the manner authorized by law for the project.

46. **NOTICE OF COMPLETION.** Within ten (10) days after the completion of construction in accordance with the Contract, the Contractor shall promptly notify the Engineer when construction is complete to enable the Engineer to make his final inspection, prepare a report and inform the Owner. Upon review and acceptance of the Engineer's report, the Owner shall cause a Notice of Completion to be recorded in the office of the County Recorder. Any significant deficiencies or requests for missing or incomplete portions of the work or submittals found within the report may be cause to withhold filing a Notice of Completion to allow the CONTRACTOR time to provide correction or remedy.

47. **EQUAL OPPORTUNITY.** The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, sexual preference or physical handicap in the performance of this Contract and to comply with the provisions of the State Fair Employment Practices as set forth in Part 4.5 of Division 2 of the California Labor Code.

48. **PROGRESS SCHEDULE**

The Contractor shall furnish three (3) copies of Job Progress Schedule to the Owner at the start of the construction and shall provide updates regularly as necessary, or as stipulated and requested by the Owner or his representative.

**49. PRECONSTRUCTION CONFERENCE**

The OWNER shall call a preconstruction conference after the award of the Construction Contract. A principal of the CONTRACTOR shall attend such a conference. At the conference, CONTRACTOR shall submit the name of the proposed Project SUPERINTENDENT for the project, along with a description of documented experience and references to verify the competency of the same. The CONTRACTOR shall also submit the names of each person authorized to execute Change Orders for and on behalf of the CONTRACTOR, a critical path construction schedule, showing the method by which CONTRACTOR proposed to accomplish the work and proposed completion dates of different aspects of the work, and what arrangements the CONTRACTOR wishes as to storage of on-site materials or equipment for the project.

At the preconstruction conference, CONTRACTOR will be asked whether he is aware of any ambiguity in the Contract Documents requiring clarification and whether the methods of accomplishment of the work provided for in the specifications are appropriate.

CONTRACTOR shall at the preconstruction conference report in detail as to what steps have been taken to provide the requisite personnel to accomplish the work, whether listed subcontractors have entered into subcontracts with him and what arrangements have been made for providing necessary equipment and material for the accomplishment of the work.

At the preconstruction conference, the CONTRACTOR shall submit to the ENGINEER a Schedule of Values of the various portions of the work, including quantities if required by the ENGINEER aggregating the total Contract Sum, divided so as to facilitate payment, prepared in such form as specified or as the ENGINEER and CONTRACTOR may agree upon, and supported by such data to substantiate its correctness as the ENGINEER may require. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when approved by the ENGINEER, shall be used as a basis for CONTRACTOR 'S Applications for Payment.

The Contractor shall also provide the following submittals at or prior to the preconstruction meeting:

1. A Storm Water Pollution Prevention Plan (SWPPP) and Local Air Quality Management Plan (LAQMP).
2. Vendor submittals and confirmation showing proof of ordering with delivery dates for all long lead items.
3. A traffic control, phasing and staging plan. (The traffic control plan shall include designated paths of travel for the disabled in compliance with the requirements of Title 24 and the Americans with Disabilities Act [ADA] through or around the project work area.)
4. Copies of permits.
5. Any requests for variances or substitutions.

**END OF SECTION**

**SPECIAL PROVISIONS**

**PART 1 - GENERAL PROVISIONS**

The Standard Specifications of the City are contained in the Standard Specifications for Public Works Construction (“Green Book”), 2012 Edition 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 these Standard Specifications are available from the publisher:

Building News, Incorporated  
990 Park Center Drive, Suite E  
Vista, CA 92081  
(760) 734-1113

The Standard Specifications set forth above will control the general provisions, construction materials and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The Section Numbers of the following Special Provisions coincide with those of the Standard Specifications for Public Works Construction (“Green Book”), 2012 Edition. Only those sections requiring amendment or elaboration, or specifying options, are called out.

The Standard Specifications shall prevail in all cases except where a Contract Document of a higher order, 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 specifically cites the section number in the Standard Specification and states that said provision is in lieu of that Standard Specification section.

References in the Special Provisions to “CALTRANS Standard Specifications” shall mean the Standard Specifications (2010 Edition or any updates thereof) of the State of California, Department of Transportation. Copies of these specifications may be obtained from the internet at [dot.ca.gov/hq/esc/techpubs/](http://dot.ca.gov/hq/esc/techpubs/), or:

State of California – Department of Transportation  
1820 Alhambra Blvd.  
MS 9/101  
Sacramento, California 95816-8041  
(916) 227-4132

References in the Special Provisions to Standard Plans shall mean the most recent Standard Plans of the City of Rancho Mirage and where applicable, the Riverside County and the State Department of Transportation, 2010 edition, or any updates thereof. Applicable Standard Plans for this project are contained in the Appendix of the Specifications.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools equipment and incidentals, and do all the work involved in executing the contract.

**SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS**

**1-2 DEFINITIONS**

- Agency/City/Owner - City of Rancho Mirage
- Board/Council - Rancho Mirage City Council
- Caltrans - California Department of Transportation
- County - County of Riverside
- Federal - United States of America
- State - State of California
- Engineer - City Engineer or Designated Representative
- Laboratory - The designated laboratory authorized by the City of Rancho Mirage to test materials and work involved in the contract.
- Standard Specifications - Standard Specifications for Public Works Construction (Green Book)

**SECTION 2 - SCOPE AND CONTROL OF THE WORK**

**2-1 AWARD AND EXECUTION OF THE CONTRACT.**

(Replace with the following:)

**Within ten (10) working days after the date of the Notice of Award**, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Contract Documents
- Faithful Performance Bond
- Payment Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Proposed Construction Schedule
- Source and submittals of all contract materials, including proof of availability

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the agency until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

**2-3 SUBCONTRACTS**

The Bidder's attention is directed to the provision in Section 2-3 of the Standard Specifications for the Requirements and Conditions that he must observe in the preparation of the proposal form and the submission of the bid.

**REQUIRED LISTING OF PROPOSED CONTRACTORS**--In accordance with the subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code:

The bidder's attention is directed to other provisions of said Act related to penalties for failure to observe the provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing Subcontractors, as required, is included in the Bid Proposal.

**2-4 CONTRACT BONDS**

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one-hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance date shall remain in force until one year after said date.

**2-5 PLANS AND SPECIFICATIONS**

**2-5.1 General** (Replace the first paragraph with the following:)

The CONTRACTOR shall maintain a control set of plans and specifications on the project site at all times. All final locations determined in the field, and any deviations from the plans and specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the CONTRACTOR shall return the control set to the Engineer. Final payment shall not be made until this requirement is met.

**2-5.3.3 Submittals.** [Replace the last two sentences of the first paragraph with the following]:

One (1) original of each product or construction document submittal shall be transmitted to the Engineer, along with a sequentially numbered Submittal Response Form (see Appendix). One (1) photocopy of the submittal shall be returned to the CONTRACTOR with the Submittal Response Form appropriately marked.

**2-5.3.3 Submittals.** [Add the following]:

Except as otherwise specified herein, the CONTRACTOR shall furnish for approval, within fifteen (15) working days following award of the Contract, all submittals as required on the Plans or in the Specifications. This provision shall not authorize any extension of time for performance of the Contract. The Engineer will check and approve such submittals, within ten (10) working days from receipt of same, only for conformance with design concept of work and for compliance with information and regulatory documents given in Contract Documents. Work shall be in accordance with approved submittals.

Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations and consideration before incorporation of same in work started. The CONTRACTOR shall be solely responsible for delays due to submittals not being submitted in time to allow for proper time to make tests. Acceptance or rejection will be expressed in writing. The Engineer shall have sole discretion as to the acceptance or rejection of submittals. Rejection of submittals and any demand for re-submittal for review and approval by the Engineer shall not entitle the CONTRACTOR to additional time or costs caused by the rejection.

Materials furnished must be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

**2-8 RIGHT OF WAY** [Add the following]:

The Agency reserves the right to prohibit the CONTRACTOR to work on property where right of way or right of entry has not been obtained prior to issuing the notice to proceed.

**2-9 SURVEYING**

**2-9.1 Permanent Survey Markers.** The Contractor shall notify the Engineer, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks. The Contractor shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions.

Full compensation for conforming to these requirements shall be considered as included in the various contract items and no separate payment will be allowed therefore.

**2-9.2 Surveying Service.** [Replace the first two paragraphs with the following]:

The Agency will provide surveying and construction staking required for the construction of this project, consistent with industry standards and as determined by the Engineer.

The cost of any additional surveying and/or construction staking primarily for the convenience of the CONTRACTOR, not in conformance with usual and customary practices, and for replacement of stakes lost as a result of the CONTRACTOR'S operations will be the responsibility of the CONTRACTOR. The cost of said additional surveying shall be deducted from the CONTRACTOR'S progress payments. The CONTRACTOR shall make all requests for construction stakes in writing at least 48 hours in advance of the day required. The CONTRACTOR shall dig all holes necessary for line and grade stakes, or to determine locations of any utility or structure.

The CONTRACTOR shall establish his own finish elevation control from the offset construction staking provided. Payment for setting additional control shall be considered as included in the price bid for the applicable items of work.

If construction staking is provided and subsequently removed, destroyed or impacted, whether accidentally or otherwise, or the CONTRACTOR desires additional staking from the above sets, the CONTRACTOR will be charged for replacement staking and survey control at a fee of \$250.00 per hour (4 hour minimum).

**SECTION 3 - CHANGES IN WORK**

3-3.1 **General** (Add the following):

(a) No CONTRACTOR claims for extra work shall be accepted or approved by the Agency that are submitted more than 10 days after the work was performed unless the work has been authorized in writing by the Engineer.

3-3.2.3 Markup (Replace with the following):

(a) **Work by Contractor.** The following percentages shall be added to the CONTRACTOR'S costs and shall constitute the markup for all overhead and profit.

- 1) Labor 15%
- 2) Materials 10%
- 3) Equipment Rental 10%
- 4) Other Items and Expenditures 5%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When a Subcontractor performs all or any part of the extra work, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. **The Contractor may add a markup of 5 percent of the subcontracted portion of the extra work.**

**SECTION 5 - UTILITIES**

5-1 **LOCATION** (Add the following paragraphs:)

The CONTRACTOR shall notify the utilities at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. **The CONTRACTOR shall determine the exact location of all existing utilities prior to commencing work.** He/She agrees to be fully responsible for any and all damages which may be occasioned by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. **In the event the CONTRACTOR encounters underground utilities not shown on the plans, he/she shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not.** In the event of such a previously unknown conflict, the CONTRACTOR shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict.

The CONTRACTOR shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. The CONTRACTOR shall document on record drawings all existing utility termination points before disconnecting.

The CONTRACTOR shall protect in place all existing power poles and overhead lines in the work area.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection for each type of utility.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

The CONTRACTOR is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). 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 to the Underground Service Alert by calling 1-800-227-2600. CONTRACTOR shall provide the AGENCY with proof of contact with USA upon request.

1. Southern California Gas Company  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by Contractor.
2. Southern California Edison Company  
Local Telephone (760) 202-4227/4254  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by Contractor.
3. Verizon –Telephone  
USA Member Utility, 1-800-422-4133  
Protection of existing facilities by Contractor.
4. Coachella Valley Water District (Water, Sewer and Flood Control)  
USA Member Utility, Phone 1-800-422-4133  
Protection of existing facilities by Contractor.
5. Time Warner Cablevision  
Local Telephone (760) 340-2225  
Protection of existing facilities by Contractor.
6. City of Rancho Mirage, Public Works Department  
Local Telephone (760)770-3224  
Protection of existing facilities by Contractor.

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 Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least two (2) working days prior to the start of construction.

The CONTRACTOR shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The CONTRACTOR shall coordinate with each utility company as to the requirements and methods for the duration of protection, and shall be responsible for preparation and processing of any required plans or permits. The CONTRACTOR shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the CONTRACTOR acknowledges the above referenced utility work to be completed in conjunction with this project. The CONTRACTOR shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The CONTRACTOR shall coordinate with each utility company as to the extent of required work and the time required to do so. The CONTRACTOR shall include this time in his/her schedule. Payment for the above, if any, shall be deemed as included in the items of work, and no additional compensation as will be allowed.

**5-4 RELOCATION.** [Delete the Second and Fourth Paragraphs and add the following paragraph]:

Except as otherwise directed or called out on the approved plans, the alteration or temporary relocation of all service connections (including but not limited to: water, irrigation water, sewer, natural or manufactured gas, underground and/or overhead telephone and electrical) to any adjacent property or landscaped medians shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall restore the service connections immediately after any disruption in service. No attempt has been made to show all service connections on the Plans. The CONTRACTOR shall make all arrangements with the utility owners regarding such work. The costs for such work on service connections, except when specified in the detailed specifications that the utility owners will make no charges for the work, shall be absorbed in the unit prices or included in the lump sum amounts bid for the various other contract items.

**SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

(Replace with the following):

The CONTRACTOR'S proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the CONTRACTOR to review the proposed construction schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The CONTRACTOR shall submit periodic progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

**6-7 TIME OF COMPLETION**

**6-7.1 General** (Add the following):

The time for completion shall be as set forth in Paragraph C.3 of the Standard Agreement, Section 00312-2 "Time For Completion", and Paragraph 3, Section 00700-1, "Time For Completion", of the General Conditions.

**6-7.2 Working Day** (Add the following):

The CONTRACTOR'S activities shall be confined to the hours between 7:00 A.M. and 4:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation where additional time, days or inspectors are deemed necessary, inspection service charges will be charged against the CONTRACTOR. The service charges will be calculated at overtime rates including benefits, overhead, and travel time. The service charges will be deducted from any amounts due the CONTRACTOR.

**6-9 LIQUIDATED DAMAGES**

(Replace last sentence of the first paragraph and the entire second paragraph with the following):

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due it, the sum of \$1,000.

Execution of the Contract shall constitute agreement by the Agency and CONTRACTOR that \$1,000 per day is the minimum value of the costs and actual damage caused by the failure of the CONTRACTOR to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the CONTRACTOR if such delay occurs.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

**7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES** (Add the following):

A noise level limit of 86 dba at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

**7-2 LABOR**

**7-2.1 Laws** (Add the following):

The CONTRACTOR, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State, and Federal orders to ensure equal employment opportunities and fair employment practices.

**7-3 LIABILITY INSURANCE**

(Replace the entire Subsection with the following):

**7-3.1 Indemnification**

The CONTRACTOR shall indemnify and save harmless the City of Rancho Mirage, the State of California, the County of Riverside, and/or any incorporated city for all claims or suits for damages arising from his/her prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability."

**7-3.2 Contractor's Liability**

The City of Rancho Mirage, its City Council, or its Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the CONTRACTOR or his/her workmen or any one employed by him, against all of which injuries or damages to persons and property the CONTRACTOR, having control over such work, must properly guard. The CONTRACTOR shall be responsible for any damage to any person or property resulting from defects or obstructions or any time before its completion and final acceptance, and shall indemnify and save harmless the City of Rancho Mirage, its City Council, and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the CONTRACTOR, his/her servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the CONTRACTOR or his agents, and so much of the money due the CONTRACTOR under and by virtue of the contract as shall be considered necessary by the CITY may be retained by the CITY until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the CONTRACTOR are not safe or adequate at any time during the life of the contract, he may order the CONTRACTOR to take further precautions, and if the CONTRACTOR shall fail to do so, the Engineer may order the work done by others and charge the CONTRACTOR for the cost thereof, such cost to be deducted from any money due or becoming due the CONTRACTOR. Failure of the Engineer to order such additional precautions, however, shall not relieve the CONTRACTOR from his/her full responsibility for public safety.

**7-5 PERMITS** (Replace the first sentence with the following):

Prior to the start of any work, the CONTRACTOR shall take out the applicable CITY permits and make arrangements for CITY inspections. The CONTRACTOR and all subcontractors shall each obtain any and all other permits, state licenses, CITY Business licenses, inspections, certificates, or authorizations required by any governing body or public utility. The City of Rancho Mirage encroachment permit fee is listed in the Bid Proposal. The permit shall be obtained by the contractor prior to the start of work. Payment for this work shall be included in the bid item of work "Encroachment Permit" and no additional compensation will be allowed.

**7-8 PROJECT SITE MAINTENANCE** (Add the following):

**7-8.1 Cleanup and Dust Control.**

The CONTRACTOR shall read and abide by the requirements set out in the **Local Air Quality Management Plan** attached to the Plans. In particular this has provisions for: control of the site construction dust through **daily watering** of all disturbed areas and/or treatment of said areas with an approved "Dust Palliative" as described under Section 7-9, "Protection and Restoration of Existing Improvements", any requirements for all hauled materials to be appropriately covered with tarps; and a provision for street sweeping to remove sand and dust from traffic zones. Any sandblasting must be done by the "wet" method, and all residues must be cleaned up by street sweepers as soon as possible. Any substance other than water to be used for dust control for this project must be pre-approved by both the Engineer and the Regional Water Quality Control Board.

Costs for maintaining dust control measures, including hydromulch, fiber and other palliatives during construction and obtaining and applying construction water for dust control shall be paid for in the listed Bid Item "Clearing and Grubbing".

**7-8.1.1 Demolition and Construction Material Recycling.**

CONTRACTOR shall recycle demolition and construction materials from the job site. For example, asphalt, concrete, metals, glass, and greenwaste are all recyclable materials. CONTRACTOR shall provide the City with verification, including name and address, of the company hauling the recyclable materials. Weight tickets shall be submitted to the City from the facility receiving the materials.

**7-8.6 Water Pollution Control** [Add the following]:

The CONTRACTOR shall be responsible for complying with all requirements of Caltrans Standard Specifications Section 7-1.01G, "Water Pollution," and the "Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications," latest edition, for development and implementation of the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall also be in full conformance with the latest requirements of the Regional Water Quality Control Board, the Whitewater River Region Storm Water Management Plan (SWMP), the City of Rancho Mirage Local Implementation Plan (LIP), and the project specific requirements of the City Engineer. The most stringent current requirements shall be in effect.

The CONTRACTOR is hereby notified that specific construction practices in the Caltrans Standard Specifications, Section 7, "Responsibilities of the Contractor," are considered to be the Best Management Practices, and are in some cases subject to amendments and updates from regulatory agencies and ordinances. Applicable construction practices in the Standard Specifications and other current relevant sources shall be incorporated into the SWPPP. Additionally, at a minimum, the CONTRACTOR'S work will be in compliance with the Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, Order No. 99-06 DWQ, and NPDES No. CAS000003, adopted by the State Water Resources Control Board (SWRCB) on July 15, 1999, in addition to the BMP's specified in the Caltrans Storm Water Management Plan (SWMP), the Whitewater River Region SWMP, the City of Rancho Mirage LIP and the Regional Water Quality Control Board Permit for Linear Projects. When applicable, the Permittee will also conform to the requirements of the General NPDES Permit for Construction Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002, and any subsequent General Permit in effect at the time of issuance of this Encroachment Permit.

At the time of the preconstruction meeting the CONTRACTOR must have the SWPPP completed and signed by the responsible parties, and it shall be reviewed and accepted by the City prior to submittal to the Regional Board and the start of any work. The CONTRACTOR shall name himself as the "responsible party" in the permit.

**The CONTRACTOR shall be responsible for conducting all required monitoring inspections and shall file original copies of the inspections and all other reports, certifications or records as required by the SWPPP with the City. All fines levied as a result of the CONTRACTOR's failure to comply with the requirements of the SWPPP, shall be the CONTRACTOR's responsibility.**

Time extensions will not be allowed for any suspension of work as a result of the CONTRACTOR's noncompliance with the SWPPP.

Payment for preparing and gaining approval of the SWPPP, complying with the SWPPP, and implementation of the SWPPP, shall be paid for in the bid item for Clearing and Grubbing, and no additional compensation shall be allowed.

**7-8.7 Drainage Control** (Add the following):

Flow, Acceptance and Removal of Water

It is anticipated that storm, surface or other waters will be encountered at various times during the work herein contemplated. The CONTRACTOR, by submitting a bid acknowledges that he/she has investigated the risk arising from such waters and has prepared his/her bid accordingly, and CONTRACTOR submitting a bid, assumes all said risk.

The CONTRACTOR shall conduct his/her operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The CONTRACTOR shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

The CONTRACTOR shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or structure shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against a wall for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS** (Add the following):

Restoration of other landscape items shall follow the Standard Specifications except as modified by these Special Provisions. If questions arise about how the finished products should look, the CONTRACTOR should anticipate allowing direction from the residents and the Engineer. If resident requests appear to be beyond the scope of the plans and specifications, the CONTRACTOR shall get written clearance from the Engineer to proceed prior to doing the work. However, the City is not opposed to the CONTRACTOR setting up separate construction agreements outside this contract if they do not interfere with this project. If such "side-jobs" require City Permits, the CONTRACTOR is responsible for getting them prior to the work being done.

At the end of the project, and/or prior to stopping the daily watering routine, all non-traffic disturbed areas shall be sealed with a wood fiber or recycled paper "hydromulch" containing a natural or chemical binding agent acceptable to the City and the Regional Water Quality Control Board per Caltrans Standard Specifications 20-2.07 "Fiber". Formulations and application should be aimed at stabilizing the soil until such time as native plants re-establish themselves. Alternately, such areas may be treated by seeding them with a grass or flower seed and continuing the watering operations until the plants are at least 2" high.

Fiber shall be produced from natural or recycled (pulp) fiber, such as wood chips or similar wood materials or from newsprint, chipboard, corrugated cardboard or a combination of these processed materials, and shall be free of synthetic or plastic materials. Fiber shall not contain more than 7 percent ash as determined by the Technical Association of the Pulp and Paper Industry (TAPPI) Standard T413, shall contain less than 250 parts per million boron and shall be otherwise nontoxic to plant or animal life.

Fiber shall have a water-holding capacity by mass of not less than 1200 percent as determined by the procedure designated in the Caltrans Final Report, CA-DOT-TL-2176-1-76-36, "Water-Holding Capacity for Hydromulch," available from the Caltrans Laboratory.

Fiber shall be of such character that the fiber will disperse into a uniform slurry when mixed with water. Water content of the fiber before mixing into slurry shall not exceed 15 percent of the dry mass of the fiber. The percentage of water in the fiber shall be determined by California Test 226. Fiber shall have the moisture content of the fiber marked on the package. Fiber shall be colored to contrast with the area on which the fiber is to be applied, and shall not stain concrete or painted surfaces.

A certificate of Compliance for fiber shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," in the Caltrans Standard Specifications.

The hydromulch shall have a binder material that is safe for the environment; such as may be created from natural substances like lignin or cellulose, or chemical binders that have been approved by the Regional Water Quality Control Board such as Acrylic Polymer. The binder shall be of sufficient strength when combined with the hydromulch that weeds will be able to re-establish themselves before the hydromulch breaks down. An application rate shall be chosen that leaves a layer approximately ¼ inch thick on all surfaces. A neutral colorant (typically green or brown) shall be added to the hydromulch so that it contrasts slightly with the sand, so that application thoroughness can be readily checked. The colorant shall not stain concrete or other materials that it may come in contact with, and it should be designed to fade after application.

Payment for disturbed area sealant shall be included in the **Lump Sum** unit price bid for Clearing and Grubbing, and no additional payment will be made therefore.

**7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.1 Traffic and Access** [Add the following paragraphs]:

When entering or leaving roadways carrying public traffic, the CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic. Construction access shall only be as allowed by the City Engineer

and as set forth in these Special Provisions and as shown on the approved Storm Water Pollution Control Plans and the approved Traffic Control Plan.

To the extent possible, access shall be maintained to all properties, businesses and residences by use of temporary ramps and/or detours. Driveway construction shall be phased to allow access during construction. Any closures shall be approved by the City Engineer prior to occurrence.

The CONTRACTOR shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the CONTRACTOR or not, the CONTRACTOR shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the CONTRACTOR shall re-notify the property owners as described above. Payment for notification and coordination shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

**7-10.1.1 Traffic Control System** [Add the following section]:

A traffic control system shall consist of closing traffic lanes in accordance with the current California Department of Transportation California Manual on Traffic Control Devices, Latest Edition.

The provisions in this section will not relieve the CONTRACTOR from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

**7-10.3 Street Closures, Detours and Barricades.** [Add the following]:

The CONTRACTOR shall maintain the minimum traffic requirements designated in the General Conditions.

No street or access closure to through traffic will be allowed without the express approval of the Agency.

The CONTRACTOR shall be responsible for providing temporary access to all driveways at the end of each work day and as much as possible during the construction day.

The CONTRACTOR shall provide and maintain all other signs, barricades pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The CONTRACTOR shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current California Department of Transportation California Manual on Traffic Control Devices, 2009 Edition. Should the CONTRACTOR appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the CONTRACTOR at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the CONTRACTOR from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the CONTRACTOR so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefore.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer.

**7-10.4.1 Safety Orders.** [Add the following paragraph]:

The CONTRACTOR shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

**SECTION 9 - MEASUREMENT AND PAYMENT**

**9-3.2 Partial and Final Payment** (Replace the last paragraph with the following):

The closure date for periodic progress payments shall be five (5) working days prior to the first Monday of each month. The City will process for payment undisputed progress invoices normally within two weeks, in no longer than 30 days. The final progress payment shall not be released until the CONTRACTOR returns the control set of plans and specifications showing the record conditions, and provides any other documentation or submittals required by these specifications.

The full five percent (5%) retention shall be deducted from all payments. The final retention shall be authorized for payment thirty-five (35) days after the date of recordation of the Notice Completion and Acceptance of the work.

In conformance with the State of California Public Contract Code Part 5, Section 22300, the CONTRACTOR may substitute securities for any monies withheld by the CITY to ensure performance under the contract.

**9-3.3 Delivered Materials** (Replace with the following):

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the Engineer.

**9-3.4 Mobilization** (Replace with the following):

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

Mobilization shall also include, but not be limited to, temporary power, construction water (including meter acquisition and fees), scheduling, progress reports, invoicing, permits (except as otherwise provided in these specifications), staging areas, special inspection, mobilizing equipment, personnel and materials, and all other indirect costs associated with completing the work and not covered or compensated under relevant bid items.

The compensation paid for mobilization shall be included in accordance with the Standard Specifications and paid for under the **lump sum** mobilization bid item and shall be full compensation for all costs incurred by the CONTRACTOR for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included with the first month progress payment and shall be considered full compensation for the cost of such mobilization and administered for the entire contract period.

**PART 2 - CONSTRUCTION MATERIALS**

**SECTION 200 - ROCK MATERIALS**

**200-1 ROCK PRODUCTS**

**200-1.1 General.** [Add the following]:

Crushed Aggregate Base shall be per Section 26, Class 2 Aggregate Base, of the State Standard Specifications (Caltrans), ¾" maximum.

Subsection 26-1.02A "Class 2 Aggregate Base," of the Caltrans Specifications, shall be revised to include the following:

"Disintegrated granite, glass, porcelain, brick, wood, steel (reinforcing nails, etc.) or slag shall not be used for aggregate base. If any detrimental material or deleterious substance is found in the base material, it shall be cause for rejection and be removed from the site."

"Grading or blending of the material shall be done through a screening process."

Subsection 26-1.04, "Spreading" of the Caltrans Specifications, shall be revised to include the following:

"Tailgate spreading by dump truck will not be permitted except for spot dumping and in areas not readily accessible to spreading equipment."

**SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

**201-1 PORTLAND CEMENT CONCRETE**

**201-1.1 Requirements**

**201-1.1.2 Concrete Specified by Class** (Add the following as minimums for this project:)

Construction	Concrete Class	Maximum Slump
Street surface improvements (curb and gutter, curb, gutter, drive approach, spandrels, cross gutters):	560-C-3250	4"
Sidewalks, and access ramps	560-C-3250	4"
Concrete surrounding manhole, cleanouts, and vault frames.	560-C-3250	4"

**201-1.2 Materials**

**201-1.2.1 Portland Cement** (Add the following:)

The cement to be used or furnished shall be Type V Portland Cement conforming to ASTM C150, unless otherwise specified.

Portland Cement Concrete for structures shall conform to the provisions in Section 201 of the Standard Specifications except as modified herein.

All cast in place concrete structures shall be cured by the water method except where curing compound method is approved by the Engineer.

**201-1.2.4 Chemical Admixtures** (Add the following)

Admixtures may be used by the CONTRACTOR if approved by the Engineer and shall conform to Section 201-1.2.4 - Admixtures.

**201-1.2.5 Fly Ash** (Add the following)

Fly ash shall not be used in the concrete for this project.

**SECTION 203 - BITUMINOUS MATERIALS**

**203-6.1 General.** [Add the following to the end of the subsection]:

Asphalt concrete shall conform to the provisions of Subsection 400-1, "Rock Products," and Subsection 400-4, "Asphalt Concrete", except shall be in accordance with the Caltrans Aggregate Grading Requirement and performance grade as indicated.

The following aggregate size and performance grade of paving asphalt shall be used.

Asphalt Base Course	¾" Max., Medium	PG 70-10
Leveling and Final Course	½" Max., Medium	PG 70-10

The CONTRACTOR shall submit final asphalt mix designs to the Agency for review prior to paving.

**SECTION 211 - MATERIAL TESTS**

**211-1.1 Laboratory Maximum Density.** [Replace with the following]:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

**211-1.2 Field Density.** [Add the following Paragraph]:

The Engineer will make field density tests during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the CONTRACTOR shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the CONTRACTOR'S expense.

**SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

**214-1 General** [Add the following]:

Raised pavement markers shall conform to the provisions in Section 82, "Markers and Delineators," of the State Standard Specifications and these special provisions.

**All reflective raised pavement markers shall be Apex Universal Inc., Model 921AR (No Equal).**

Raised Reflective Pavement Markers at fire hydrants shall be Type-I two-way blue reflective markers conforming to the requirements to section 214-6 of the Standard Specifications.

Raised Reflective Pavement Markers shall be installed with Henry HE184 Flexible Dot Stick Adhesive.

**214-4 Paint for Striping and Markings**

**214-4.1 General.** [Add the following]:

Paint for traffic striping and marking shall conform to Caltrans Specification 84-3.

Materials - Materials shall conform to the provisions in Section 84- "Materials," of the State Standard Specifications and these Special Provisions and contained on the list of "pre-qualified and tests signing and delineation materials".

Painted striping shall have a minimum of two coats.

Paint and glass beads shall conform to the following State Specifications:

<b><u>Paint</u></b>	<b><u>State Specifications No.</u></b>
Rapid Dry water borne white,	
Yellow and black	8010-91D-30
Glass beads	8010-11E-22 Type 11

**214-5 Thermoplastic Material for Traffic Striping and Markings.** [Add the following]:

**214-5.1** Thermoplastic materials shall conform to the provisions in Section 84-2.02 “Materials” of the State Standard Specifications and these Special Provisions and as contained on the list of “pre-qualified and tests signing and delineation materials.”

**214-5.1.1 Scope.** [Add the following section]:

This specification covers a reflectorized pavement striping material of the type that is applied to the road surface in a molten state by “SCREENED/EXTRUSION” means with a surface application of glass beads at a specified rate. Upon cooling to normal pavement temperature, the material produces an adherent reflectorized stripe of specified thickness and width, capable of resisting deformation by traffic.

**214-5.1.2 Materials.** [Add the following section]:

The Thermoplastic material shall be available in white, yellow and black.

The thermoplastic material shall be homogeneously composed of pigment, fillers, resins and glass reflectorizing spheres. The vendor shall have the option of formulating the material according to his own specifications. However, the solid resin shall be “maleic-modified glycerol ester resin” (alkyd binder). The physical and chemical properties, as specified below, shall apply regardless of the type of formulation.

Glass beads shall be uncoated and conform to AASHTO M247-81 Type 1.

The thermoplastic material shall not deteriorate on contact with sodium chloride, calcium chloride or other de-icing chemicals or because of oil content of paving materials or oil droppings.

**214-5.1.3 Requirements of the Thermoplastic Mixture.** [Add the following section]:

The Specific Gravity of the white and yellow thermoplastic traffic line material shall not exceed 2.15.

The pigment, beads and fillers shall be uniformly dispersed in the resin. The material shall be free from all skins, dirt and foreign objects and shall comply with the requirements according to the table below.

**COMPOSITION (Percent by Weight)**

COMPONENT	WHITE	YELLOW	BLACK
Binder – See Note (b)	18.0 min.	18.0 min.	18.0 min.
Glass Beads	30-40 min.	30-40 min.	0.0 max
Titanium Dioxide	10.0 min.	-----	0.0 max.
Calcium Carbonate & Inert Fillers	42.0 max.	50.0 max.	52.0 max.
Yellow and Black Pigments	-----	See Note (a)	See Note (a)

Note (a) Amount of yellow and black pigment, calcium carbonate and inert fillers shall be at the option of the manufacturer, providing that all other requirements of this specification are met.

Note (b) Alkyd binder shall consist of a mixture of synthetic resins, at least once of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be solid aleic-modified glycerol ester resin and shall be no less than 8 percent by weight of the entire material formulation. The binder shall not contain petroleum based hydrocarbon resins.

The color of the thermoplastic material, after heating for four hours + five minutes at 425 + 3 (218 + C) underagitation, shall meet with the following requirements:

White: Daylight reflectance at 45 degrees – 0 degrees – 75% minimum.

Yellow: Daylight reflectance at 45 degrees – 0 degrees – 45% minimum.

(For highway use, the yellow color shall reasonably match Color Chip Number 13538 of the Federal Standard Number 595 – Test performed at 77F)

Set Time. When applied at a temperature range of 412.5 + 12.5F (211 + 7C) and thickness of 0.060 to 0.125 inch (1.524 to 4.736 mm), the material shall set to bear traffic in not more than 2 minutes.

**PART 3 - CONSTRUCTION METHODS**

**SECTION 300 - EARTHWORK**

**300-1.1 General.** [Add the following]:

Miscellaneous

1. CONTRACTOR shall supply and apply an approved soil sterilant prior to installing new paving.
2. CONTRACTOR shall protect existing asphalt concrete pavement within the travelways of the project streets unless specifically indicated to be removed. The CONTRACTOR shall exercise extreme care with his operations so as to not damage the existing pavement. The CONTRACTOR shall repair, at his own expense, all pavement deemed solely by the Agency to have been damaged during the project by the CONTRACTOR.
3. CONTRACTOR shall protect pipelines, curbs, sidewalks, pavements and facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by the demolition operations. Any damage to existing improvements shall be replaced in kind as approved by the Engineer at the CONTRACTOR'S own expense.
4. Complete compliance with the Local Air Quality Management Plan (LAQMP) for this project, and all other items of work as directed in these Special Provisions. The CONTRACTOR shall be responsible for the procurement and application of a City approved "hydromulch" dust palliative. The City PM10 ordinance and local water quality control Best Management Practices. The CONTRACTOR shall place this approved "hydromulch" 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 and the select fill areas within the raised median islands.
5. CONTRACTOR shall provide for watering, including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work. CONTRACTOR shall obtain a temporary water meter or supply.
6. CONTRACTOR shall protect existing utilities, paving, curb and gutter, plant material, and irrigation not indicated on plans to be removed or otherwise made known to the CONTRACTOR prior to or during demolition work. If damaged, immediately notify the Agency's Representative. If existing active facilities encountered are not indicated or otherwise made known to the CONTRACTOR and require protection or relocation, the CONTRACTOR shall be responsible for taking whatever immediate steps are necessary to ensure that the service provided is not interrupted. If services are interrupted as a result of the CONTRACTOR'S operation, immediately notify the Agency's Representative. If existing utilities are found to interfere with the permanent facilities under construction under this Contract, immediately notify the Agency's Representative, in writing, requesting instructions on their disposition. Do not proceed until written instructions are received from the Agency's Representative.
7. CONTRACTOR shall be responsible for cleanup of the job site. CONTRACTOR shall leave the site in a clean and orderly manner. This item shall also be interpreted to include the removal or relocation of any additional items not specifically mentioned herein or covered by specific bid item, which may be found within the work limits whether shown or not shown on the plans to be removed or relocated.
8. Measurement and payment for all of the items of work noted above and for the supply and application of any AGENCY approved material shall be included in the CONTRACTOR'S bid item for Clearing and Grubbing and no additional compensation shall be allowed.

**300-2 UNCLASSIFIED EXCAVATION**

Payment for unclassified excavation shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

**300-4 UNCLASSIFIED FILL**

**300-4.1 General.** [Add the following]:

Unclassified Fill shall be placed to the lines and grades shown on the plans, incorporated exhibits or detail drawings and in accordance with the methods of Section 300-4 of the Standard Specifications.

Payment for unclassified fill shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

**SECTION 301 TREATED SOILS, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS**

**301-1 SUBGRADE PREPARATION.**

Preparation of the pavement subgrade shall conform to the provisions of Section 301-1 of the Standard Specifications and these provisions.

**301-1.3 Relative Compaction.** [Add the following]:

Exposed subgrade to receive new pavement shall be scarified to a depth of 4", moisture conditioned, and recompacted. The top 12" of subgrade under pavement shall be compacted to 95% relative compaction.

**301-1.3 Payment.** Compensation for subgrade preparation shall be deemed to be included in the bid price of other items, and no additional compensation will be allowed.

**301-2 UNTREATED BASE**

**301-2.1 General.** [Add the following]:

Untreated base material shall conform to Section 200-1.1 of these specifications.

Preparation of the pavement subgrade shall conform to the provisions of Section 301-1 of the Standard Specifications and these provisions.

**301-2.3.1 Compacting.** [Add the following]:

Aggregate Base shall be compacted to 95% relative compaction.

**301-2.4 Measurement and Payment.** [Add the following]:

Payment for **Aggregate Base** shall be included in the contract price. Payment shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals and all work involved in subgrade preparation, scarification, and compaction, and placement of untreated base and no additional compensation will be allowed therefore.

**301-6 SOIL STERILANT.** [Add the following sections]:

**301-6.1 General.**

All areas indicated on the Plans to receive P.C.C., pavers or Asphalt Concrete Pavement over base material shall be prepared in accordance with applicable sections of the Standard Specifications concerning subgrade preparation. In addition, after the compaction is completed, the CONTRACTOR shall apply a soil sterilant to the subgrade. Application shall be by spray equipment which provides good mechanical agitation and even coverage of the area to be treated. Spray equipment shall be calibrated before material is applied, and the Engineer's decision as to the effectiveness of the spray equipment shall be final. Great care shall be taken to apply soils sterilant to the designated areas only. Concrete or asphalt may be placed immediately after placement of soil sterilant.

**301-6.2 Operator's License.**

The CONTRACTOR'S operator applying the soil sterilant shall be licensed by the State of California, Department of Food and Agricultural Affairs and registered with the Office of the Agricultural Commissioner of Orange County as a pest control officer.

**301-6.3 Application.**

Any soil sterilant, which is approved in writing by a licensed pest control advisor (for the purpose to which it will apply) may be used upon acceptance by the Engineer. The dye shall not stain concrete or masonry. Certification shall be furnished to the Engineer showing the purchase receipt and manufacturer's recommended rate of application of the material.

**301-6.4 Payment.**

The CONTRACTOR shall supply all labor, materials and equipment to apply the soil sterilant and shall include the cost for application in the price quoted for the related items of work.

**SECTION 302 - ROADWAY SURFACING**

**302-5 ASPHALT CONCRETE PAVEMENT**

**302-5.2.1.1 Localized Full Depth Pavement Repair – If Required** [Add the following section]:

Full depth Pavement Repair shall be done in the areas indicated in the project plans prior to overlay and shall consist of the sawcut and removal of the full AC pavement section, scarification and recompaction of the top 4" of base material, and placement of Asphalt Concrete to existing finish surface.

**302-5.2.3 Removal and Disposal of Material** [Add the following]:

Removal shall consist of planing and cutting the pavement where indicated and removing loosened material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and directed removed shall become the property of the CONTRACTOR and shall be disposed of off the site in accordance with Subsection 300-2.6 as amended by these Special Provisions.

**The CONTRACTOR shall divert from the landfill all Portland Cement Concrete material and Asphalt Grindings removed from this project. The CONTRACTOR shall keep accurate weight tickets for material removed from this project to be reused as recycled material. Copies of weight tickets shall be provided to the City.**

**302-5.4 Tack Coat** [Replace with the following]:

Prior to paving over existing asphalt concrete, the surface shall be cleaned, cracks shall be sealed as shown below, and the surface shall have a tack coat of SS-1h emulsion at a rate of 0.10 gallon per square yard applied. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day unless otherwise authorized by the Engineer.

A similar tack coat shall be applied to the surface of any course if the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course. The contact surfaces of all cold pavement joints, curbs, gutters, and manholes shall be painted with grade SS-1h emulsified asphalt immediately before the adjoining asphalt concrete or ARHM is placed.

**302-5.5 Distribution and Spreading.** [Add the following]:

The base course, final course, and overlay shall be in conformance with Section 203-6.1 of these specifications. At those locations where new asphalt concrete pavement joins existing asphalt pavement, the CONTRACTOR shall provide by cold milling or cold planning a 0.125' minimum header cut such that a butt joint can be achieved. No "feathering" or overlay of asphalt less than 0.125' will be allowed.

The Asphalt Concrete delivered to the site during paving operations may be deposited from bottom-dump trucks into a uniformly sized windrow, then pick up the material and convey it to the spreading machine with loading equipment provided that all Greenbook requirements are met.

**302-5.8 Manholes (and other structures).** [Add the following]:

Adjustment of Sewer Manholes, Cleanouts and Water Valve Covers

~~All water valve covers and manhole covers shall be lowered by the Contractor prior to paving, and will be raised after paving is completed by Coachella Valley Water District.~~

Water valves shall be protected in a place and shall be accessible at all times during construction.

The CONTRACTOR shall notify the Coachella Valley Water District forty-eight (48) hours prior to beginning of work.

Other Utility Vaults and Valves

The CONTRACTOR shall check with the utility companies shown in Section 5-1 to confirm whether the CONTRACTOR is responsible for readjusting vault covers and valves or if it is to be done by the utility company. If such facilities must be lowered for the CONTRACTOR to prepare the roadway, the CONTRACTOR shall make any arrangements for the utility company to temporarily lower and place suitable steel plates and/or caps over said facilities. The time for such preparation should be included in the CONTRACTOR'S scheduling. For emergency purposes, gas valves shall be kept readily accessible at all times. **Payment for any such utility preparation shall be included with the clearing and grubbing bid item.**

**302-5.9 Measurement and Payment.** [Add the following]:

**Asphalt Concrete** for pavement sections shall be measured by the ton. Payment shall be made at the contract lump sum bid price and shall include full compensation for all labor, materials, tools, and equipment and for doing all work involved in placing asphalt concrete, complete in place

**Lower Water Valve Covers and Manhole Covers** including all appurtenant work, shall be included in the bid price of other items, and no additional compensation is allowed therefore.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

**303-3 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ACCESS RAMPS AND DRIVEWAYS**

**303-3.1 General.** [Add the following paragraph]:

Concrete curbs, walks, gutters and driveways shall conform to the Standard Specifications as modified herein.

**303-3.2 Gutter.** [Add the following]:

Prior to acceptance of the curb and gutter constructed by the CONTRACTOR, a flow test shall be conducted by the CONTRACTOR in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the CONTRACTOR in accordance with Subsection 303-5.7 of the Standard Specifications.

**303-3.3 Measurement and Payment.** [Add the following to this section]:

Payment for **Curb, Curb and Gutter, Sidewalks, Drive Approaches, Access Ramps and Cross Gutters with Spandrels** shall be made at the contract unit bid price as noted in the bid schedule for each item and shall include full compensation for providing this item of work, complete in place, and no additional compensation will be allowed. The integral/monolithic curb on curb returns at cross gutters/spandrels will be included in the cost of the related items and will not be measured for payment. Payment for the landing area at access ramps will be included in the cost of sidewalks.

Payment for **access ramps** shall be made at the contract bid price as noted on the bid schedule. The landing area and PC Concrete is considered in the cost of the sidewalk. The ramp pay item shall include only the portion of the ramp within the distinctive scoring markings shown on the standard plans, and **shall not** include concrete surfaces between curb returns as indicated on the standard drawings. **The 3' x 4' truncated dome panel required (yellow "CastinTact" or equivalent set-in-concrete style) shall be included in the ramp contract bid price.**

The aggregate base required under curb and gutters, cross gutters, and spandrels, and driveway approaches shall be included in the cost for the related items of work and no additional compensation will be allowed.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

**306-1 OPEN TRENCH OPERATIONS**

**306-1.1.1 General.** (Delete the first paragraph and substitute the following):

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than five feet.

(Delete the last sentence of the third paragraph and substitute the following):

Removal of ground water shall be performed to a level sufficiently below the structure subgrade to ensure a firm and stable subgrade for the construction of structures. All costs for such dewatering shall be included in the prices bid for the various items of work except as may be otherwise specified in the General Specifications.

(Add the following paragraphs):

In the event that blasting is necessary in excavating, the blast shall be blanketed with chain links and carpet mats. No blasting shall be done within five feet of any water, gas, sewer, or other pipe, main or conduit, intersecting the excavation. No blasting will be allowed except by permission in writing from the ENGINEER.

Any excavation carried down below the grades shown on the Plans or in excess of those ordered by the ENGINEER shall be refilled in layers and compacted to 90 percent relative compaction or Class 470-B-2000 concrete. Such work shall be done entirely at the CONTRACTOR 's expense.

The CONTRACTOR shall furnish, install, and operate all the necessary machinery, piping, appliances, and equipment to keep the excavation reasonably free from water during construction and shall dispose of the water as approved by the ENGINEER. He shall have on hand at all times, sufficient pumping equipment and machinery in good working condition for all ordinary emergencies. Competent mechanics for the operation of all pumping equipment shall be available at all times and he shall provide all means and facilities necessary to conduct water to the pumps.

The trench and other excavation shall be kept entirely free of water while concrete or pipe is being placed and until all concrete or mortar has set hard.

Water shall be disposed of in such a manner as will not cause injury to public or private property, nor be a nuisance or a menace to the public.

Other methods of water control, other than dewatering, shall be subject to the approval of the ENGINEER.

**306-1.1.2 Maximum Length of Open Trench.** (Replace with the following):

The maximum length open trench shall not exceed 400 feet, including length of pipe laid but not back filled, pipe laying construction, and open trench excavation. All excavations shall be backfilled to finish grade at the completion of daily operations. ~~Resurfacing with a base course of ¾" max., med. AR4000 shall be completed within five days following pipe laying.~~

**306-1.1.3 Maximum and Minimum Width of Trench.** (Amend with the following):

**The width of trench shall be as indicated on Plan. For any asphalt removal in trenched areas closer than 3 feet to existing curbs, gutters or cross-gutters, the CONTRACTOR is required to remove the asphalt section to the curb, gutter or cross-gutter and replace with the specified asphalt section.**

**306-1.1.6 Bracing Excavations.** (Add the following):

Trench safety and shoring of excavations shall comply with the requirements of the General Specifications. The CONTRACTOR shall be required to supply a copy of any permit required by the Division of Industrial Safety at the time of the pre-construction meeting.

(Add the following Subsection):

**306-1.1.7 Dewatering.** The CONTRACTOR shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against walls for a period of twenty-eight (28) days. Dewatering for the structure and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the ENGINEER.

Disposal of water from dewatering operations shall be the sole responsibility of the CONTRACTOR . Disposal methods shall conform to the Porter-Cologne Water Quality Control Act – 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Payment for removal of water shall be included in the items of work which require the dewatering, and no additional compensation will be allowed therefor.

**306-1.2 Installation of Pipe**

**306-1.2.1 Bedding.** (Add the following):

The installation of sanitary sewer pipe shall be in accordance with subsection 306-1.2.3 and CVWD specifications and standard drawings attached in the Appendix.

The installation of domestic water mains shall be in accordance with subsection 306-1.2.6 and CVWD specifications and standard drawings attached in the Appendix .

**306-1.3.4 Compaction Requirements.** (Replace with the following):

All trench backfill shall be densified to 90% minimum relative compaction. Jetting will not be permitted unless specifically approved in advance by the ENGINEER.

**306-1.4 Testing Pipelines for Leakage.**

**306-1.4.5 Air Pressure Test.** (Add the following):

The CONTRACTOR shall air test sewer main in accordance with CVWD standards and requirements.

**306-1.4.5 Water Pressure Test.** (Add the following):

C = 0.50 for fabricated steel pipe with rubber gasket joints.  
 C = 0.50 for ductile iron pipe with mechanical or rubber gasket joint.  
 No leakage is allowed for steel pipe with flanged or welded joints.

**306-1.5.2 Permanent Resurfacing.** Delete the first paragraph and add the following):

Trench resurfacing shall be subject to the requirements of the governing encroachment permits. Streets shall be reconstructed by the CONTRACTOR to the same dimensions and thicknesses and with the same type of materials used in the original work.

All testing of underground installation at any given point shall be completed before the permanent surface course is placed at that point.

**306-1.5.3 Measurement and Payment.**

**Sanitary Sewer Installation:**

The Unit price paid per **Lineal Foot** shown in the bid schedule for extra-strength **VCP Pipe** measured along the centerline of the pipe shall include full compensation for furnishing and installing the pipe, complete in-place, including all trenching, shoring, bedding, end plugs, backfill, slurry backfill, handling, all appurtenances, testing per CVWD requirements, TV inspection, existing utility and curb and gutter protection, restore all existing improvements in kind (within public right-of-way and private property), and no additional compensation will be allowed.

**Stub Outs and Laterals**

**Sewer Laterals** shall be paid at the unit price per **Each** and shall include full compensation furnishing and installing the pipe and cleanout complete in-place per CVWD Standards, including all trenching, bedding, backfill, slurry backfill, temporary surfacing, handling, all appurtenances, and utility and curb and gutter protection, protect and restore existing landscape and irrigation, and no additional compensation will be allowed.

**Stub outs** shall be paid per Lineal Foot of Sewer Main and shall include full compensation for all trenching, bedding, backfill, plugs, slurry backfill, temporary surfacing, handling, all appurtenances, and utility and curb and gutter protection, protect and restore existing landscape and irrigation, and no additional compensation will be allowed.

Payment for **Manholes** shall be made at the price bid for **Each** structure complete in place, and shall include full compensation for final surface adjustment.

In making progress payments to the CONTRACTOR on portions of the pipeline work where the installation is not complete, the AGENCY will make progress payments on the following basis:

Excavation, pipe in place, backfill and compaction completed – seventy-five percent (75%) of the Contract unit price.

Paving completed – one hundred percent (100%) of the Contract unit price.

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

**314-1 General** [Add the following]:

Traffic signs, stripes, legends, and raised pavement markers shall conform to California Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) 2012 Edition.

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the State Standard Specifications and these special provisions.

Flexible posts shall conform to the details shown on the plans and shall be, at the **CONTRACTOR'S** option, one of the following types, or equal:

<b>Type</b>	<b>Manufacturer or Distribution</b>
Auto Post	Western Highway Products P.O. Box 7 Stanton, CA 90680 Telephone (800) 422-4420
Carsonite	Carsonite International Corp.

Flectron MCD  
Road marker CRM-375  
Curve-Flex CFRM-400

2900 Lockheed Way  
Carson City, NV 89701  
Telephone (702) 883-5104

Safe-Hit  
Self-Locking Guide  
Post (SH248SLP)

Safe-Hit Corporation  
1930 West Winton Avenue  
Building #11  
Hayward, CA 94549  
Telephone (415) 783-6550

Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

The first coat of traffic striping shall be placed within 24 hours after the new roadway surface is complete. The second and final coat of traffic striping shall be placed no earlier than 14 calendar days after the first coat or at the time the reflective pavement markers are placed.

Traffic striping shall conform to Sections 210 and 310 as modified by these Special Provisions. Traffic control shall be as per APWA "WATCH" Handbook and the current California Department of Transportation California Manual on Traffic Control Devices, 2006 Edition.

Raised pavement markers shall conform to the California Department of Transportation, Standard Specifications, Section 85 and shall be of the type as called for on the Plans and these special provisions.

All lines 8" or greater in width shall be thermoplastic, unless otherwise noted.

All legends, crosswalks, limit lines, and shapes shall consist of Alkyd Resin Thermoplastic, unless otherwise noted (See Specifications below). Legends shall conform to City stencils, size and shape.

Any removal of conflicting traffic stripes and markings shall be accomplished by the wet sandblasting method or waterblasting method. The machine used for this purpose shall meet all requirements of the air pollution control district having jurisdiction in the project area. All sand used in wet sandblasting shall be removed by the use of a street sweeper without delay as the operation progresses.

Crosswalk lines, stop limit lines, and chevrons are considered as pavement markings.

All thermoplastic markings shall be reflectorized.

Placement of markers using bitumen adhesive shall conform to the requirements for placing markers in said Section 85-1.06 of the State Standard Specifications, except as follows:

Markers shall not be placed when the pavement or air temperature is 50° F or less.

Signs shall be set on steel 2" X 2" (brown) quick punch posts, with 2 ¼" X 2 ¼" sleeved base set in a PCC base of 560-C-2500 concrete. All posts shall be electrostatically powder coated with City approved brown coating. Base shall be a minimum of 24" deep by 12" square (City of Rancho Mirage Standard Detail No. 602, unless otherwise noted), as directed by the **ENGINEER**.

New signs shall be per sizes shown on plans. All warning, regulatory and guide signs shall be 3M (or pre-approved equal) high intensity grade reflective. Prior to installation, all new signs shall be approved by the City of Rancho Mirage.

Contractor shall paint 4" wide white centerline extensions through the intersections with dual left turns per Caltrans Standard Plan A20D, Detail 40.

### 314-4.3.4 Application Equipment

#### 314-4.3.4.1 General [Add the following]:

All parts of the equipment which come in contact with the material shall be constructed for easy accessibility for cleaning and maintenance. The equipment shall operate so that all mixing and conveying parts, including the line dispensing device, maintain the material at the plastic temperature. The use of pans, aprons, or similar appliances which the dispenser overruns will not be permitted. The equipment shall provide for traffic marking application of varying widths.

The application equipment shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc.

Glass spheres shall be applied to the surface of the completed stripe by an automatic bead dispenser attached to the striping machine so that the beads are dispensed closely behind the installed line. The glass sphere dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off for the thermoplastic material.

A special kettle shall be provided for uniformly melting and heating the thermoplastic material. Each kettle must be equipped with an automatic thermostatic control device for positive temperature control and to prevent overheating or scorching of the material. The heating kettle and application equipment shall meet the requirements of the National Fire Underwriters of the National Fire Protection Association of the State and local authorities.

**314-4.3.5 Application of Paint** [Add the following]:

A primer sealer, recommended by the manufacturer of the thermoplastic material, shall be applied prior to the installation of the thermoplastic material on Portland Cement Concrete surfaces, and on other types of pavement if recommended by the thermoplastic material manufacturer. The primer shall be void of solvent and water prior to the installation of the thermoplastic material.

For optimum adhesion, the thermoplastic material shall be installed in a melted state at a temperature between 400-440F (204-226C) on a clean, dry, and solvent-free surface.

Longitudinal lines shall be offset at least 2 inches (5 cm) from the construction joint(s) of Portland Cement concrete pavements and joint(s) and shoulder breaks of bituminous concrete pavements.

Thermoplastic pavement marking materials shall not be applied by the extrusion method when pavement temperatures are below 50F (10C), or by the spray method when the pavement temperatures are below 55F (13C), or when the surface of the pavement shall evidence moisture. If thermoplastic material is not dispensed by a screen/extrusion device or a spray device, the material shall not be applied when the pavement or air temperature is below 65F (18C).

NOTE: Opening 6 inches (15 cm) in length may be provided at 20 foot (6 cm) intervals in edgelines placed on the inside of super elevated curves to prevent ponding of water on the pavement surface.

Thickness measurement shall be accomplished by placing black tapes, film, or metal plates of known and uniform thickness in the area to be striped. Once the striper has passed over, the sample is removed by making sharp cuts with a knife, and measurements of the stripe plus film are made with a micrometer or vernier calipers with a property correction for the film base. For longitudinal lines, these thickness checks shall be made every 1.3 mile or more frequently, at the judgment of the Engineer. For symbols and intersection markings, the frequency of checking shall be at the option of the Engineer. These thicknesses shall be considered as the average of 2 or more measurements made in a 3 foot distance.

**314-4.7 Observation Period** [Add the following Section]:

Prior to consideration of final acceptance of all work completed under these sections and as shown on the plans, there shall be a 90-day observation period, beginning upon the satisfactory completion of all work required by the intermediate completion date to be determined by the City Engineer for substantial completion of the work.

During the 90-day observation period, the thermoplastic pavement marking material furnished and installed shall be warranted against failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil diesel fuel, or gasoline drippings, chipping, spalling, poor adhesion to the pavement materials, loss of reflectivity, vehicular damage and wear.

The CONTRACTOR, at no expense to the City, shall replace any pavement markings that will not perform satisfactorily under traffic during the 90-day observation period due to defective materials and/or application. (Failure to comply with any portion of this specification shall be considered as unsatisfactory performance of the thermoplastic pavement marking material.

Marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to, surface cleaning, pavement marking removal, seasonal and weather limitations, etc.

**314-4.8**

**314-4.9 Warranty** [Add the following section]:

The thermoplastic pavement marking materials furnished and installed by the CONTRACTOR under this specification shall be guaranteed by the CONTRACTOR against failure due to poor adhesion resulting from defective materials or methods of application.

For non-defective pavement surfaces carrying volumes less than 50,000 vehicles per day, the CONTRACTOR shall guarantee to replace or renew, without cost to the City, that part of the pavement markings installed which have not remained to perform useful service as follows:

- Stop a) Crosswalks, stop lines and legends** – 75% of the total any one intersection for one year.
- b) Lane lines, edgelines and centerlines** – 90% of a unit for two years and 80% of a unit for four years. [A “unit” is defined as any length of highway having installed thereon 2,000 lineal feet (610 meters) of line of specified width in any combination or pattern.]

The replacement material installed under this guarantee shall be guaranteed the same as the original material, from the date of the original installation.

**314-4.4.6 Payment** [Add the following section]:

Payment for pavement markers shall be included in the **lump sum** bid for Traffic Striping, Markings, Markers & Signs, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including establishing alignment for layout work as shown on the plans and as required in the Specifications.

Payment for red curb painting shall be included in the **lump sum** bid for Traffic Striping, Markings, Markers & Signs, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including painting the new curb of the outside curb and gutter as shown on the plans and as required in the Specifications.

Payment for Traffic Stripes and Pavement Markings shall be considered as included in the **lump sum** bid for Traffic Striping, Markings, Markers & Signs and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications.

**END OF SECTION**

**TECHNICAL SPECIFICATIONS**

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**SECTION 01300 - SUBMITTALS**

**PART 1 - GENERAL**

1.01 STANDARD SPECIFICATIONS: The provisions of the Greenbook Standard Specifications for Public Works Construction shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Submittals Work as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:

- Preparation of Submittals Schedule;
- Submittals Planning;
- Submittals Preparation, Distribution and Transmittal, to include all of the following:
  - Product Data (Catalog Cuts);
  - Materials Lists;
  - Samples;
  - Record Drawings;
  - Turn-over Items;
- Submittals Schedule updating and distribution;

1.03 RELATED WORK:

Shop Drawing Submittals	Spec. Prov. Section 2-5.3
Contractor's Construction Schedule	Spec. Prov. Section 6-1

1.04 SUBMITTAL PLANNING:

A. Processing Lead Time: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

1. Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The City Representative will promptly advise Contractor when a submittal being processed must be delayed for coordination.
2. If a resubmittal is necessary due to corrections or revisions, process the resubmittal in the same manner as the initial submittal.
3. Allow two (2) weeks for processing each resubmittal.
4. No extension of Contract Time will be authorized because of failure to transmit submittals to the City Representative sufficiently in advance of the Work to provide the two week processing time specified.

B. Coordination and Completeness:

1. Contractor shall coordinate preparation and processing of submittals with the performance of the related Work. Transmit each submittal allowing sufficient lead time to obtain appropriate reviews and approvals and to avoid delays in the related Work.

2. Coordinate the submittal date for each submittal with the lead time needed for fabrication, purchasing, testing, delivery, review of other related submittals, and related Work that require sequential processing/completion.
3. Coordinate the transmittal dates for each different type of submittal so processing will not be delayed. Ensure concurrent transmittal of submittals for related portions of the Work that need concurrent review to allow the Architect to verify that a coordinated work effort is being provided. City and Architect each reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
4. Contractor is responsible to verify completeness of all submittals. Incomplete submittals will be rejected.

#### 1.05 SUBMITTALS SCHEDULE:

- A. Concurrently with the development of Contractor's Construction Schedule (per Special Provisions Section 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK), prepare a complete "Submittals Schedule" for all submittals. Submit the Submittals Schedule together with the Construction Schedule at the Pre-Construction meeting.
  1. Coordinate the Submittals Schedule with all subcontractors, with the schedule of values, with the Materials Lists and with the Construction Schedule.
  2. Itemize items on the Submittals Schedule in the chronological sequence planned for submission; include all submittals required by the Contract Documents. Provide the following information:
    - a) Scheduled date for the initial submittal for each item.
    - b) Related Specification Section number.
    - c) Submittal category (i.e. Product Data, Samples, Record Documents, Shop Drawing, etc.).
    - d) Name of subcontractor or supplier as applicable.
    - e) Description of the portion of the Work covered by the submittal.
    - f) Record successive date(s) of any resubmittal(s).
    - g) Record date of City's approval of each submittal.
- B. Submittals Schedule Updating: Update the Submittals Schedule after each meeting or activity where revisions have been recognized or made.
- C. Distribution: Following receipt of review comments to the initial Submittals Schedule, on a monthly basis thereafter issue updated copies of the Submittals Schedule. Distribute copies to the Architect, the City Representative, all subcontractors, and all other parties required to comply with scheduled submittal dates. Keep an up to date copy of the Submittals Schedule posted in the Construction Office. Parties may be deleted from the distribution upon completion of all portion(s) of the Work assigned to such parties and such parties are no longer involved in construction activities.

#### 1.06 SUBMITTALS PREPARATION AND TRANSMITTAL:

- A. Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block
  1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken.

- a) Project name.
  - b) Date.
  - c) Name and address of Architect.
  - d) Name and address of Contractor.
  - e) Name and address of subcontractor (as applicable).
  - f) Name and address of supplier.
  - g) Name of manufacturer.
  - h) Number and title of related Specification Section.
  - i) Drawing number and detail references, as appropriate.
- B. Transmittal: Forward one electronic copy of each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to the City Representative using a transmittal form. Submittals received from sources other than Contractor may be returned without action. If a submittal is rejected, submit one electronic copy of the resubmittal.
1. When transmitting submittals, record relevant information and requests for data on the transmittal form. Include a Contractor's certification that information submitted complies with the Contract Document requirements as a part of each submittal. If the submittal is not in full accordance with the Contract Documents, record specific deviations from the Contract Document requirements, including minor variations and limitations, either on the transmittal form or on a separate attached sheet that is referenced on the form.
  2. Transmittal Form: Use AIA Document G 810, or City approved equal.

#### 1.07 SUBMITTALS PROCESSING AND DISTRIBUTION:

- A. Processing: Upon receipt of the submittals, the City Representative will retain one copy and forward an electronic copy to the appropriate Designer (Architect/Engineer) who will retain one, and will return an electronic copy marked with action taken. Electronic copies will be forwarded to the appropriate designer who will return an electronic copy with action taken.
1. Except for submittals for record information or similar purposes, where action and return is required or requested the appropriate Designer (City, Architect, or Engineer) will review each submittal, mark to indicate action taken, and return promptly.
  2. Verification of the submittals compliance with characteristics specified in the Contract Documents is Contractor's responsibility.
  3. Action Stamp: The appropriate Designer (either City, the Architect, or the Engineer) will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
    - a) "No Exception Taken": When submittals are marked "No Exception Taken," that part of the Work covered by the submittal may proceed.
    - b) "Make Corrections Noted": When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with the notations and corrections marked on the submittal as well as the requirements of the Contract Documents.
    - c) Returned for Resubmittal: Submittals may be returned for resubmittal for various reasons. When a submittal is marked either "Submit Specified Item," "Rejected," or "Revise and Resubmit," Contractor shall not proceed with any part of the Work covered by the submittal, including purchasing, fabrication,

delivery, or any other associated activity. Instead, the submittal shall either be revised to comply with the Contract Documents and resubmitted, or a new submittal shall be prepared in accordance with the notations and submitted; resubmit without delay.

- d) Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".
- e) Contractor shall repeat the submittal process as specified above for all submittals as necessary to obtain an action mark that will allow the Work to proceed.

B. Distribution: Upon receipt of marked copies of the submittals from the appropriate Designer, the City Representative will forward four hard copies or one electronic copy of the marked submittal to the Prime Contractor for further distribution to the Subcontractor(s) and/or Supplier(s).

- 1. Do not proceed with the Work until an appropriately marked copy of the applicable submittal has been received from City and is in the installer's possession.
- 2. Do not permit use of unmarked copies of submittals in connection with construction.
- 3. Contractor shall not permit submittals marked "Rejected, "Submit Specified Item", or "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

1.08 PRODUCT DATA ("CATALOG CUTS"):

A. Submittal: Assemble Product Data submittals into a single submittal package for each construction trade or system (e.g. Plumbing, Electrical Lighting, Concrete, irrigation, etc.). Submittals shall consist of one electronic copy. Product Data submittals shall include all available printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

- 1. Mark the copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to delete inapplicable information. Product Data submittals, as a minimum, shall include the following information:
  - a) Manufacturer's printed recommendations.
  - b) Compliance with recognized trade association standards.
  - c) Compliance with recognized testing agency standards.
  - d) Application of testing agency labels and seals.
  - e) Notation of dimensions verified by field measurement.
  - f) Notation of coordination requirements.
- 2. Do not submit Product Data until Contractor has confirmed the product's compliance with requirements of the Contract Documents.

1.09 SAMPLES:

A. General: Submit full-size, fully fabricated Samples cured and finished as specified, in the quantity specified in the respective Technical Specification section, and physically identical with the material or product proposed. Where quantities are not specified in the Technical Specification, submit a minimum of three samples, one will be returned marked with the action

taken. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples Submittals to match the Architect's Sample when available. Include the following:
  - a) Generic description of the Sample.
  - b) Sample source.
  - c) Product name or name of manufacturer.
  - d) Certification of compliance with the specified standards.
  - e) Availability and delivery time.
2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Preliminary submittals will be reviewed and returned with the appropriate Designer's mark indicating selection and other action.
4. Maintain appropriately marked sets of Samples, as returned by City, at the Project site for quality comparisons throughout the course of construction.

B. Distribution of Samples: If additional sets of samples are needed for distribution to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work, Contractor shall submit samples in sufficient quantities for such distribution. Do not distribute unmarked copies of sample to others involved in the Work.

1.10 MATERIALS LISTS:

A. Submittal Requirements: Submitting a catalog number and manufacturer's name as a materials list stating that the items will be furnished to meet the Specifications will not be acceptable. Contractor shall submit a complete materials list for approval by the Public Works Department Representative prior to performing any Work. Catalog data and full descriptive literature must be submitted whenever the use of items different than those specified is requested. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with the Project Specifications, unless material has been previously approved and used on other projects by City.

Material list shall be submitted in a format similar to the following:

<u>Item</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model No.</u>
1.	Pressure Supply Line	Lasco	Sch. 40
2.	Lawn Head	Rainbird	2400
etc.	etc.	etc.	etc.

1.11 "RECORD" PRINTS:

A. Changes: Record accurately on one set of blue-line prints all changes in the Work constituting departures from the original Contract Plans. For example, changes in pressure and non-pressure irrigation line locations.

- B. Legibility and Approval: The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of City. Prior to final inspection of the Work, submit "record" prints to The City Representative for approval.
- C. Reference Points: Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Data to be shown on "record" prints shall be recorded day-to-day as the project is being installed.
- C. As-built Items: Show locations and depths of the following types of underground items:
  - 1. Point(s) of connection for irrigation, domestic water, gas, sewer, electric and similar underground utilities.
  - 2. Routing of underground conduits, irrigation pressure lines and utility lines (dimension maximum 100 feet on center along routing).
  - 3. All types of valves in various piping systems, including gate valves, quick coupler and remote control valves.
  - 4. Routing of irrigation control wires.
  - 5. Related equipment (as may be directed).
- E. Maintain record prints on site at all times.

PART 2 - MATERIALS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

**END OF SECTION**

**SECTION 02221 - DECOMPOSED GRANITE**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED:**

- A. Subgrade preparation
- B. Furnishing and installing decomposed granite and stabilizer

**1.02 APPROVALS:**

- A. Submit 10 pound sample of decomposed granite for approval prior to ordering delivery. Attach supplier's certification of testing.
- B. Subgrade shall be approved prior to placing.

**PART 2 - MATERIALS**

**2.01 DECOMPOSED GRANITE:**

- A. Decomposed granite shall be an imported blend of 1/4" minus crushed granite and clay, pre-mixed prior to delivery:

<u>% Passing</u>	<u>Screen Size</u>
100	3/8"
98	No. 4
77	No. 8
58	No. 16
45	No. 30
32	No. 50
22	No. 100
14.6	No. 200

**2.02 SOIL STABILIZER:**

Soil Stabilizer shall be a non-toxic organic binder. It is a colorless, odorless concentrated powder that naturally binds Crushed Aggregate Screenings creating a natural alternative to concrete and asphalt surfaces.

Suitable material is available from: Stabilizer (800) 336-2468 or (602) 952-8009.

**PART 3 – INSTALLATION**

**3.01 SUBGRADE PREPARATION:**

- A. Rough grade to 3 inch depth below finish grade. Subgrade shall be smooth and shall follow the drainage planes as shown on the drawings.

**3.02 PRE-EMERGENT WEED CONTROL:**

Not required (test case only).

3.03 TOPPING COURSE:

- A. Scarify subgrade to one inch depth. Thoroughly moisten surface without flooding.
- B. Blend Stabilized CAS at the rate of 10 lbs. of Stabilizer per ton of decomposed granite. Blending may be done with cement mixer, pug mill, front end loader, or any similar piece of equipment. It is **essential** that the Stabilizer be mixed **thoroughly** and **uniformly** through the decomposed granite. Proper mixing is a must for a successful application.
- C. Spread topping material in one 2 inch layer. Level the topping course to smooth plane surface. Scarify, regrade, and re-compact areas not conforming to finish grades as shown on the drawings.
- D. Apply water until moisture penetrates to full depth of the Stabilized CAS. Water activates Stabilizer so it is **essential** that the **full depth** of the material receives water at this time.
- E. Upon thorough moisture penetration, compact the stabilized decomposed granite. Compaction can be done with small riding roller, power walk-behind roller, sod roller, vibrating plat tamp or similar.
- F. Allow finished surface enough time to dry completely. Set-up time varies, depending upon weather conditions.

3.04 WEED CONTROL:

Not required (test case only).

3.05 COMPACTION:

- A. Decomposed granite shall be placed and compacted to a minimum of 90% relative compaction in accordance with the most current version of the "Greenbook."

**END OF SECTION**

**SECTION 02441 – IRRIGATION**

**PART I - GENERAL**

**1.01 SCOPE:**

The work required is indicated on the drawings and includes, but is not limited to, lawn and shrub irrigation systems, automatic controller, remote control valves, quick coupler valves, and water and electric services.

**1.02 SUBMITTALS:**

**A. Materials List:**

1. Complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature must be submitted whenever the use of the items different than those specified is requested. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with specifications, unless material has been previously approved.
2. Material list shall be submitted using the following format (double spaced between each item):

Item	Description	Manufacturer	Model
1.	Pressure Pipe	Lasco	Sch. 40
2.	Lawn Head	Rainbird	1804-SAM-PRS
Etc.	Etc.	Etc.	Etc.

**B. Record Drawings:**

1. Record accurately on one set of contract drawings all changes in the work constituting departures from the original contract drawings.
2. The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the City. Prior to final inspection of work, submit record drawings to the City for approval.
3. Dimensions from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Data to be shown on record drawing shall be recorded day to day as the project is being installed. All lettering on drawings shall be minimum 1/8 inch in size.
4. Show locations and depths of the following items:
  - a. Point of connection
  - b. Routing of sprinkler pressure lines (dimension maximum 100 feet along routing)
  - c. Gate valves
  - d. Sprinkler control valves
  - e. Quick coupling valves
  - f. Routing of control valves
  - g. Related equipment (as may be directed)

- 5. Maintain record drawings on-site at all times. Upon completion of work, transfer all as-built information and dimensions to reproducible sepia prints.

1.03 INSPECTIONS:

A. Inspections Will Be Required For:

- 1. Pressure test of irrigation main line.
- 2. Coverage test.
- 3. Final inspection/start of maintenance. Final inspection shall be performed by the City in the presence the Landscape Architect or his representative.
- 4. Final acceptance.

B. Inspection Requests:

Contractor shall notify the Parks Project Inspector in advance for requesting all inspections as follows:

Pressure supply line installation and testing - 36 hours (1 2 working days)  
System layout - 36 hours (1 2 working days)  
Coverage Tests - 36 hours (1 2 working days)  
Final Inspection - 48 hours (2 working days)

When inspections have been conducted by other than the City Inspector, the Contractor shall show evidence of when and by whom these inspections were made.

No inspection will commence without "record" prints. In the event the Contractor calls for an inspection without up to date "record" prints, without completing previously noted corrections, or without preparing the system for inspection, the inspection will be canceled and the Contractor back charged for the direct costs of all City personnel time and consultant time lost.

C. Closing In Uninspected Work:

Do not allow or cause any of the work of this section to be covered up or enclosed until it has been inspected, tested, and approved by the City.

D. Coverage Test:

When the sprinkler system is completed, the Contractor shall perform a coverage test in the presence of the City and the Landscape Architect to determine if the water coverage for planting areas is complete and adequate. This test shall be accomplished before any planting.

E. Hydrostatic Tests:

- 1. All pressure lines shall be tested under a hydrostatic pressure of 150 psi for a period of not less than two hours.
- 2. All hydrostatic tests shall be made in the presence of the City. No pressure line shall be backfilled until it has been inspected, tested, and approved in writing.

3. Contractor shall furnish necessary force pump and all other test equipment.

1.04 TURNOVER ITEMS:

A. Controller Charts:

1. Record drawings must be approved by the City before charts are prepared.
2. Provide one controller chart for each automatic controller. Chart shall show the area covered by controller.
3. The chart is to be a reduced copy of the actual "record" drawing. In the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a readable size.
4. Chart shall be a blackline print with a different color used to show the area of coverage for each station.
5. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils in thickness.

B. Operation and Maintenance Manuals:

1. Two individually bound copies of operation and maintenance manuals shall be delivered to the City 10 calendar days prior to final inspection. The manuals shall describe the material installed.
2. Each complete, bound manual shall include the following information:
  - a. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment including names and addresses of local manufacturer representatives.
  - b. Complete operating and maintenance instructions for all equipment.
  - c. Spare parts lists and related manufacturer information for all equipment.

C. Equipment:

1. Supply as part of this contract the following items:
  - a. 4 additional sprinkler heads of each type and spray pattern shown.
  - b. 8 additional drip emitters of each type specified
  - c. One set of dripline fittings
  - d. Two (2) wrenches for disassembly and adjustment of each type of sprinkler head involved.
  - e. Three 30-inch sprinkler keys for manual operation of control valves.
  - f. Two keys for each automatic controller.

- g. Two couplers with a 3/4" bronze hose bib. Bent nose type with hand wheel and two coupler keys.
- h. One soil probe 36 inches in length, Oakfield Model B, or equal.
- i. One valve box cover key or wrench.
- j. One 5-foot tee wrench for operating gate valves 3 inches or larger.
- k. Backflow device valve handles and Water Department inspection documentation.

2. The above equipment shall be turned over to the City at the final inspection.

1.05 GUARANTEE:

- A. General: The entire sprinkler system, including all work done under this contract, shall be guaranteed against all defects and fault of material and workmanship for a period of one (1) year following the filing of the Notice of Completion. All materials used shall carry a manufacturer's guarantee of one (1) year.

Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by the Contractor at no additional expense to the City within ten (10) calendar days of receipt of written notice from the City. When the nature of the repairs as determined by the City constitute an emergency (e.g. broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the City by the Contractor, all at no additional cost to the City.

- B. Form of Guarantee: Guarantee shall be submitted on Contractors own letterhead as follows:

FORM OF:
GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We agree to repair or replace any defects in materials or workmanship which may develop during the period of one year from date of filing of the Notice of Completion and also to repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the City. We shall make such repairs or replacements within 10 calendar days following written notification by the City. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from the City, we authorize the City to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT:
LOCATION:

SIGNED:
ADDRESS:
PHONE:

- C. After the system has been completed, the Contractor shall instruct the Parks Department Representative in the operation and maintenance of the system and shall furnish a complete set of operating instructions.
D. Any settling of trenches which may occur during the one-year period following acceptance shall be repaired to City's satisfaction by the Contractor without any additional expense to the City. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

1.06 IRRIGATION SYSTEM DESIGN:

Irrigation design is based on 90 psi available water pressure at 24 gpm. Contractor shall verify working water pressure prior to construction. Should a discrepancy exist, notify Landscape Architect prior to beginning construction.

PART II - MATERIALS

2.01 GENERAL:

Materials or equipment installed or furnished that do not meet the City standards will be rejected and shall be removed from the site at no expense to the City.

2.02 PIPE:

- A. Pressure supply line from point of connection through backflow prevention unit shall be as indicated on plan.
B. Pressure supply lines 2 inches in diameter and smaller downstream of the backflow prevention unit shall be Schedule 40 solvent weld PVC.
C. Non-pressure lines shall be Class 200 PVC for 3/4"-2".

2.03 COPPER PIPE AND FITTINGS:

- A. Copper pipe shall be Type 'K', hard tempered ASTM B 88 and fittings shall be wrought solder joint type in accordance with ANSI B16.22.
- B. Joints shall be soldered with silver solder, conforming to ASTM B206.

2.04 PLASTIC PIPE AND FITTINGS:

- A. All plastic pipe shall bear the following markings: manufacturer's name, nominal pipe size, schedule or class, type of material, pressure rating in psi, NSF seal of approval, and the date of extrusion.
- B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound.
- C. All fittings shall be standard weight Schedule 40 and shall be injection molded of an improved PVC fitting compound. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated.
- D. All threaded nipples shall be standard weight Schedule 80 with molded threads.
- E. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy.

2.05 BACKFLOW PREVENTION UNITS:

The backflow prevention unit shall be as indicated on the drawings.

2.06 BACKFLOW PREVENTION ENCLOSURE:

The backflow prevention device enclosure shall be as manufactured by Strong Box, Model SBBC-30SS for 1" backflow device or approved equal. Install one for each backflow device.

2.07 VALVES:

A. Gate Valves:

- 1. Gate valves 2 inches or smaller shall have screwed joints and brass bodies.
- 2. All gate valves shall have a minimum working pressure of not less than 150 psi and shall conform to AWWA standards.

B. Quick Coupling Valves:

Body of valves shall be brass with a wall thickness guaranteed to withstand normal working pressure of 150 psi without leakage. Valves shall have 3/4-inch female threads opening at base, with two-piece body. Construct valves to be operated only with a coupler, designed for that purpose. Coupler is inserted into valve and a positive, watertight connection shall be made between coupler and valve. Hinge cover shall be brass with a yellow rubber-like vinyl cover bonded to it.

C. Remote Control Valves:

Valves shall be spring-loaded, self-cleaning, packless diaphragm activated, of a normally closed type.

**2.08 VALVE BOXES:**

- A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils.
- B. The valve box cover shall be secured with a hidden latch mechanism or bolts.
- C. The cover and box shall be capable of sustaining a load of 1,500 pounds.
- D. Valve box extensions shall be by the same manufacturer as the valve box.
- E. Gate valve boxes shall be round plastic boxes with bolt-down covers marked "GATE VALVE," heat branded in 2" high characters; AMETEK or approved equal.
- F. Remote control valve boxes shall be rectangular plastic boxes with bolt-down covers marked "CONTROL VALVE"; and with the valve identification number heat branded in 2" high characters; AMETEK or approved equal.
- G. Valve box body shall be non-potable purple with green lid.

**2.09 AUTOMATIC CONTROLLER:**

Automatic controller shall be as called for on the plans. All controllers shall be enclosed in a vandal-resistant, waterproof enclosure, Strong Box or approved equal.

**2.10 ELECTRICAL:**

- A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installation.
- B. All electrical work shall conform to local codes and ordinances.

**2.11 WIRING:**

- A. Remote control wire shall be direct-burial AWG-UF type, sized according to manufacturer's specifications, and in no case smaller than 14 gage.
- B. Connections shall be either epoxy-sealed packet-type or Penn-Tite connectors.
- C. Common wires shall be white in color. (Where two or more controllers are used, the common wires shall be white with a different color stripe for each controller.) Control wires shall be black (where two or more controllers are used, the control wires shall be a different color for each controller.) These colors shall be noted on as-built plans located on controller door.

**2.12 SPRINKLERS:**

Sprinklers shall be as called for on the plans.

PART III - EXECUTION

3.01 GENERAL:

A. Water Supply:

Connections to or the installation of the water supply shall be at the locations shown on the drawings. Minor changes caused by actual site conditions shall be made at no additional cost to the City.

B. Electrical Service:

Contractor shall make 120V connection to the irrigation controllers and fertigation system.

C. Layout:

Layout irrigation systems and make minor adjustments required due to differences between site and drawings. Where piping is shown on drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas.

D. Diagrammatic Intent:

The drawings are essentially diagrammatic. The size and location of equipment and fixtures are drawn to scale where possible. Provide offsets in piping and changes in equipment locations as necessary to conform with structures and to avoid obstructions or conflicts with other work.

E. Grades:

Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

F. Inspections:

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

G. Discrepancies:

1. In the event of discrepancy, notify the City and the Landscape Architect.

2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved.

H. Field Measurements:

Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Contractor shall coordinate the installation of all irrigation materials with all other work.

**3.02 TRENCHING:**

- A. Dig trenches and support pipe continuously on bottom of ditch. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.
- B. Provide minimum cover of 18 inches, maximum 24 inches on pressure supply lines 2 inches and smaller.
- C. Provide minimum cover of 18 inches, maximum 24 inches for control wires.
- D. Provide minimum cover of 12 inches, maximum 16 inches for non-pressure lines.
- E. Provide minimum cover of 24 inches, maximum 30 inches for all pipe sleeved under paving.
- F. Where it is necessary to excavate adjacent to existing trees, the Contractor shall avoid injury to trees and tree roots. Excavation in areas where 2-inch and larger roots occur shall be done by hand. All roots 2 inches and larger in diameter shall be tunneled under and shall be heavily wrapped with wet burlap to prevent scarring or drying. Where trenching machine is run close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making a clean cut through the roots. Roots 1 inch and larger in diameter shall be painted with two coats of Tree Seal or approved equal. Trenches adjacent to trees shall be closed within 24 hours.

**3.03 BACKFILLING:**

- A. Initial backfill on all lines shall be of fine granular material with no foreign matter larger than 2 inch in size.
- B. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to dry density equal to adjacent undisturbed soil and shall conform to adjacent grades.
- C. Flooding in lieu of tamping is not allowed without specific prior approval.
- D. Under no circumstances shall truck wheels be used to compact soil.
- E. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

**3.04 PIPING:**

- A. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphaltic concrete pavement.
- B. Cutting or breaking of existing pavement is not permitted.
- C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, and burrs and reaming; install pipe with all markings up for visual inspection and verification.
- D. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe on a vehicle with a bed long enough to allow the pipe to lay flat, avoid undue bending and any concentrated external load.

- E. Remove all dented and damaged pipe sections.
- F. Contractor shall install concrete thrust blocking at all changes of direction and terminal points of pressure pipe.
- G. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades.
- H. Parallel lines shall not be installed directly over one another.
- I. In solvent welding, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods; allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.
- J. 360 degree applicators shall be used to apply primer and solvent on sizes 2 inches and larger.
- K. Centerload all plastic pipe prior to pressure testing.
- L. All threaded plastic-to-plastic connections shall be assembled using Teflon tape.
- M. For plastic-to-metal connections, work the metal connections first. Use a nonhardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise.

### 3.05 ASSEMBLIES:

- A. Install all assemblies specified herein according to the respective detail drawings or specifications, using best standard practice.
- B. Install backflow assemblies at locations approved in the field and at height required by local codes.
- C. Valves shall be installed in shrub areas whenever possible per City standards.
- D. Each valve box shall be installed on a foundation of pea gravel backfill, 3 cubic feet minimum. Valve boxes shall be installed with their tops 3/4 inch above the surface of surrounding finish grade in lawn areas.

### 3.06 CONTROLLER:

- A. The exact location of the controller shall be approved by the City before installation. The electrical service shall be coordinated with this location.
- B. The irrigation system shall be programmed to operate during the periods of minimal use of the design area.

### 3.07 WIRING:

- A. Wiring shall occupy the same trench and shall be installed along the same route as the pressure supply lines and shall be located below the supply lines wherever possible.
- B. Where more than one wire is placed in a trench, the wiring shall be taped together at intervals of 12 feet.

- C. All connections shall be of an approved type and shall occur in a valve box. Provide an 18-inch service loop at each connection.
- D. An expansion loop of 12 inches shall be provided at each wire connection and/or directional turn, and one of 24 inches shall be provided at each remote control valve.
- E. A continuous run of wire shall be used between a controller and each remote control valve. Under no circumstances shall splices be used without prior approval.

3.08 FLUSHING THE SYSTEM:

- A. Prior to installation of sprinkler heads, the valves shall be opened and a full head of water used to flush out the lines and risers.
- B. Sprinkler heads shall be installed after flushing the system has been completed.

3.09 SPRINKLER HEADS:

- A. Sprinkler heads shall be installed as designated on the drawings and per City standards.
- B. Spacing of heads shall not exceed maximum indicated on the drawings.

3.10 ADJUSTING THE SYSTEM:

- A. Contractor shall adjust valves, align heads, and check coverage of each system prior to coverage test.
- B. If it is determined by the City that additional adjustments or nozzle changes will be required to provide proper coverage, all necessary changes or adjustments shall be made prior to any planting.
- C. The entire system shall be operating properly before any planting operations commence.

3.11 COMPLETION CLEANING:

Upon completion of the work, Contractor shall smooth all ground surfaces; remove excess materials, rubbish, debris, etc.; sweep adjacent streets, curbs, gutters, walkways, and trails; and remove construction equipment from the premises.

**END OF SECTION**

**SECTION 02445 - TEMPORARY CHAINLINK FENCING**

1.01 TEMPORARY FENCING:

Install a 6' tall (min.) temporary construction fence prior to beginning any site work, at the perimeter of work. The fence shall be chain link (new or used), free of openings or breaks in the fabric, with fence posts at 10' O/C maximum. Fencing shall incorporate green "tennis court" windscreen material, securely fastened to top and bottom of chain link fabric, for the entire secured perimeter of the fence line. The fence shall be maintained in place throughout the construction phase period through to final acceptance and the kick-off of 90 day maintenance period. Install No Trespassing• signs minimum 150' o.c., with wording presented in both English and Spanish. The temporary fence shall be removed prior to final inspection/project acceptance at the end of the maintenance period.

**END OF SECTION**

**SECTION 02470 - SITE FURNISHINGS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS:**

The provisions of the "Standard Specifications for Public Works Construction" shall also apply to this section.

**1.02 SCOPE OF WORK:**

The work included in this section generally consists of providing all labor, equipment and materials necessary to install all site furnishings complete as shown on the plans and as described herein.

**1.03 SUBMITTALS:**

- A. Contractor shall submit a written work schedule and cost breakdown for the various elements of the work at the preconstruction conference. Contractor shall also submit a complete list of materials along with manufacturers catalog data for all materials proposed for use in the work as a substitute for those specified herein.
- B. Manufacturer's Product Data: Submit six (6) copies of manufacturer's literature for each item of site furnishings.
- C. Submit suppliers certificates attesting that the materials furnished will meet specifications.

**1.04 DELIVERY, STORAGE AND HANDLING:**

- A. Contractor assumes all responsibility for storage of all materials relative to this project. City assumes no liability for losses or damages from any cause as a result of such storage.

**1.05 JOB CONDITIONS - PROTECTION:**

After slabs are poured and site furnishings are installed, all damage to surrounding turf and/or irrigation system shall be repaired by the contractor at the contractor's expense. All trees and shrubs in and around the project site shall be protected by the contractor and, if damaged, replaced at the contractor's expense. This provision is in effect until acceptance by owner of the complete project.

**1.06 LOCATION INSPECTION:**

No equipment, apparatus or foundations for same shall be placed until location stakes have been inspected and accepted by the Projects Inspector.

**1.07 GUARANTEE & LIABILITY INSURANCES:**

- A. Manufacturer shall guarantee all materials and workmanship for a period of one (1) year exclusive of vandalism. Manufacturer will be required to provide product liability insurance coverage in the minimum amounts of \$1,000,000.00 per incident.

The manufacturer will be required to provide complete installation drawings including specifications and a replacement parts list for all products.

- B. Contractor shall provide a written guarantee on his firm's letterhead for all materials and workmanship for a period of one (1) year exclusive of vandalism. Written guarantee shall be submitted to the City at the final inspection prior to final acceptance of the work.

PART 2 - PRODUCTS

2.01 TRASH RECEPTACLES:

Shall be Quick Crete model #QR-CE3036W-A25 'Cascade' 25 gallon trash receptacle or approved equal. Color to be natural 'C1-T2 with black lid. Available from Quick Crete Products (951)737-6240.

2.02 ALUMINUM FENCE:

Shall be 6' high 'Echelon Plus Puppy Panel' decorative aluminum dog fence. Style to be 'Majestic,' color to be black. Available from Ameristar Fence Products (888)333-3422.

2.03 ALUMINUM GATE:

Shall be 6' high 'Echelon Plus Puppy Panel' decorative aluminum gate. Style to be 'Majestic,' color to be black. Available from Ameristar Fence Products (888)333-3422.

2.04 BOULDERS:

Shall be 'Desert Select' boulders. Three sizes of these boulders are used on the project:

- 1. Small 1 ½'-2 ½' diameter boulders
- 2. Medium 3'-4' diameter boulders
- 3. Large 3'-5' diameter boulders

All boulders are available from Southwest Boulder & Stone (877)792-7625

2.05 SEAT BOULDERS:

Shall be 'Desert Select' boulders, rectangular, 3' wide x 5' long x 24" tall. Available from Southwest Boulder & Stone (877)792-7625.

2.06 SHADE SAILS:

Six (6) shade sails shall be used in this project. Fabric colors are as follows:

- 1. Two (2) 'Cream' shade sails
- 2. Two (2) 'Navy' shade sails
- 3. Two (2) 'Forest Green' shade sails

All powder coated steel color to be 'Almond'. Available from Shade for Play (949)892-6403. Install per manufacturer's specifications.

2.07 DRINKING FOUNTAIN:

Two types of drinking fountains shall be used in this project:

- 1. #440-SM with surface carrier, pet fountain and foot wash options. Color to be 'Pyrite.'
- 2. #300-SM with surface carrier and pet fountain options. Color to be 'Pyrite.'

Available from Most Dependable Fountains (800)225-7473. Install per manufacturer's specifications.

2.08 INFORMATION BOARD:

Shall be model #MCP-L-DSDP. Color to be black. Available from Belson Outdoors (800)323-5664.

2.09 BENCHES:

Shall be Quick Crete 'Adenville' 78" bench, model #Q1AV78B. Color to be 'Natural C1-T1.' Available from Quick Crete Products (951)737-6240.

2.10 WASTE STATION:

Shall be Dogipot model #1003-L Pet Waste Station. Available from Dogipot (800)364-7681.

2.11 MONUMENT SIGN:

Shall be custom precast concrete sign by Quick Crete Products (951)737-6240.

2.12 DOG PARK RULES SIGN:

Shall be 18"x24" 'Dog Park Rules Sign' customized with eleven (11) rules per construction plan. One sign shall be mounted at entry to both small and large dog area. Available from Dogpoopsigns.com (800)952-1457.

2.13 SMALL DOG AREA SIGN:

Shall be Lawnboss Small Dog Area Sign, model #K-0485 mounted alongside Dog Park Rules Sign at small dog area entry. Available from Dogpoopsigns.com (800)952-1457.

2.14 LARGE DOG AREA SIGN:

Shall be Lawnboss Large Dog Area Sign, model #K-0484 mounted alongside Dog Park Rules Sign at large dog area entry. Available from Dogpoopsigns.com (800)952-1457.

PART 3 - EXECUTION

3.01 LAYOUT:

Contractor shall stake/mark locations for all slabs and foundations and shall obtain the approval of their location from Project Inspector prior to commencing any digging. Locations shall be adjusted to provide minimum clear distances required from all edges of slabs, trees, irrigation heads, or other obstructions.

3.02 CONCRETE WORK:

All concrete work shall conform with the standard specifications. Contractor shall obtain the approval of all forming from the Park Projects Inspector prior to pouring any concrete slabs. Foundations holes shall be inspected and approved by the Inspector prior to pouring concrete.

3.03 FURNITURE INSTALLATION:

A. Install drinking fountains per manufacturer's recommendations.

- B. All site furnishings shall be installed with vandal-proof hardware or made vandal-proof (deforming or peening).
- C. Block outs for "after slab installation" will not be allowed.

3.04 CLEAN-UP:

Contractor shall clean up and legally dispose of all unused materials, excess soil, and debris at regular intervals throughout the duration of the work, and as directed by the City.

**END OF SECTION**

**SECTION 02480 - PLANTING****PART 1 - GENERAL****1.01 SCOPE:**

The work required is indicated on the drawings and includes, but is not necessarily limited to: soil preparation; finish grading; planting trees; guying and staking trees; planting shrubs and ground cover; sodding turf; soil erosion control; maintenance; plant establishment period; guarantees; and replacement.

**1.02 GUARANTEE:**

- A. All trees installed under the contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year.
- B. During the guarantee period, any material found to be dead, missing, or in poor condition shall be replaced by the Contractor within ten (10) days of written notification. The Owner's representative shall be the sole judge as to the condition of the material.
- C. Replacement shall be made in accordance with these specifications and the plans.
- D. Material and labor involved in replacing plant material shall be provided by the Contractor at no additional cost to the Owner.

**1.03 INSPECTIONS:**

Inspections will be required. The Contractor shall contact the Owner's representative at least 48 hours (2 working days) in advance of an anticipated inspection. An inspection will be required at each of the steps listed below:

- A. Upon completion of fine grading, and prior to commencement of soil preparation, for acceptance of fine grading work and taking of soils samples.
- B. Inspection of completed finish grading work per this section following soil amendment work.
- C. When trees are spotted for planting, but before planting holes are excavated.
- D. When planting and all other indicated or specified work has been completed.
- E. During application of pre-emergent chemical.
- F. At start of plant establishment and maintenance period.
- G. At the end of the plant establishment period, concurrent with final acceptance of the project for maintenance by the Owner. This acceptance for maintenance will be confirmed in writing by the Landscape Architect.

**1.04 SOILS TEST:**

Contractor shall notify Landscape Architect upon completion of fine grading and prior to commencement of soil preparation work. The Contractor will obtain agronomic soils tests for all planting areas after completion of fine grading and prior to start of soil preparation work. Tests will be performed by City approved agronomic soils testing laboratory and will include a fertility and suitability analysis with written recommendations for soil preparation, planting backfill mix, auger hole requirements, and post plant fertilization program. The soils report recommendations shall take precedence over the minimum amendment and shall be approved by the Landscape Architect PRIOR to planting in writing, and fertilizer application rates specified herein only when they exceed the specified minimums. A copy of the soils report shall be submitted to the City for approval.

1.05 SUBMITTALS:

- A. The following written certifications are required to be submitted to the Landscape Architect upon delivery of the respective materials to the job site:
  - Total Quantity of commercial fertilizers by type
  - Total Quantity of soil amendments and conditioners by type
  - Total Quantity of seed
  - Total Quantity of decomposed granite mulch
  - Total Quantity of iron sulphate
- B. All bagged products (seed, fertilizers, etc.) shall stay on the site in a neat and orderly manner until the final approval by the City's representative.

PART II - MATERIALS

2.01 FERTILIZER, SOIL AMENDMENTS AND CONDITIONERS:

- A. Planting Tablets: Tightly compressed long-lasting, 12 month slow-release fertilizer tablets weighing 7 grams, and having an analysis of 12-8-8 derived from the sources listed in the following guaranteed analysis:

GUARANTEED ANALYSIS:

Total Nitrogen(N)	12%
Derived from urea formaldehyde	
7.0% water soluble nitrogen	
13.0% water insoluble nitrogen	
Available Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> )	8%
Derived from triple super phosphate	
Soluble Potash (K <sub>2</sub> O)	8%
Combined Sulfur (S)	3.5%
Derived from ferrous and potassium sulphates	
Iron (expressed as elemental Fe)	2.0%
Derived from ferrous sulphate	

- B. Commercial fertilizer shall bear the manufacturer's guaranteed statement of analysis and shall meet the following minimum requirements: 14% nitrogen, 7% phosphoric acid, 7% potash with 30% humus and 6% humic acids.
- C. Organic Soil Amendment:
 

Shall be nitrogen fortified redwood, cedar, or fir sawdust and shall contain minimum 1% available nitrogen. Material containing manure, pine, or other material will not be accepted.
- D. Soil Conditioner/Fertilizer:
 

Shall be composted higher plant form life below the fibrous stage to support bacterial culture analysis: 5% nitrogen, 3% phosphorus, 1% potash, 50% humus, 15% humic acid, with bacteria included and 1% soil penetrant. (Gro-Power Plus) Available through Gro-Power, Inc. (800) 473-1307.

2.02 PLANTS:

- A. All plants shall be true to name, and one of each bundle or lot shall be tagged with the name and size of plants in accordance with the standards of practice recommended by the American Association of Nurserymen. The root condition of plants furnished in containers shall be determined by removal of earth from the roots of not less than two plants nor more than 2% of the total number of plants of each species or variety except when container-grown plants are from several different sources: in which case, the roots of not less than two plants of each species or variety from each source shall be checked by the City's Representative at his option. The selection of plants to be checked will be made by the City's Representative. All plants rendered unsuitable for planting shall be considered as samples, and replacements shall be provided at no additional cost. In case the sample plants are found to be defective, the entire lot or lots of plants represented by the defective samples will be rejected.
- B. All trees and shrubs supplied by Contractor shall be of the specified standard height and diameter set by the American Standard for Nursery Stock. The height of the trees shall be measured from the root crown to the last division of the terminal leader and the diameter shall be measured six (6) inches above the crown roots. The trees shall stand erect without support.
- C. Sod shall be Hybrid Bermuda. If sod is installed between November 1<sup>st</sup> and April 1<sup>st</sup>, contractor shall overseed with perennial rye grass at a rate of 7lbs per 1000ft<sup>2</sup>.

2.03 BACKFILL MATERIAL:

- A. Topsoil shall be free from noxious weed seed and shall be of a loam characteristic, fertile and friable.
- B. Wood shavings shall be leached nitrogen fortified and shall be free of foreign matter.
- C. Soil used for backfill of planting pits shall be enriched using the following blend per cubic yard (agronomic soil test recommendations to be reviewed prior to soil mixing) and have written approval by Landscape Architect before planting.

- 60% site soil or approved import
  - 40% wood shavings
  - 17 lbs. soil condition/fertilizer (Gro-Power Plus)
  - 1 lb. iron sulphate

All plant pits shall be backfilled with backfill mix as specified above.

- D. All soil backfill shall be bulk mixed, not individually mixed at each plant pit.

2.04 STAKES AND TIES:

- A. Tree stakes shall be 3" dia. x 10 foot long straight- grained copper naphthanate treated lodgepole pine. Stakes shall be free from knots, checks, splits, or disfigurements.
- B. Tree ties shall be "Twist Brace@ supplied by V.I.T. Co., Escondido, California, (760) 480-6702. For 15 gallon - 24" box trees, Model TB24; for 36" box trees, Model TB36.

2.05 HERBICIDE ERADICATION:

Gro-Safe as manufactured by Target Chemical Co. (714) 821-9020; or approved equal.

PART III - EXECUTION

3.01 LANDSCAPE GRADING:

The Contractor shall complete preliminary grading filling as needed or removing surplus dirt, removing rocks and debris over 1 inch in diameter within the top 2" of soil in flat and slope areas, and removing rocks over 2" in diameter within the top 6" of soil in areas with slopes less than 3:1. Bring all areas to be landscaped to finish grade. All areas shall slope to drain. Flow lines shall be established to existing road curbs and/or sidewalks as shown on the plans and as directed.

3.03 SOIL PREPARATION:

- A. All fine grading and mounding and all weed control measures shall be completed prior to soil preparation.
- B. This work shall not commence until the agronomic soils test has been completed. Should 30 calendar days elapse between completion of soil preparation and commencement of planting, all areas shall be prepared again.
- C. In planting areas with gradients less than 3:1, a layer of soil amendments shall be spread and rototilled into the soil to a minimum depth of 4 inches, or as recommended by the soils report, so that the soils shall be loose, friable, and free from all rocks, sticks, and other objects undesirable to planting.
- D. The following soil amendments shall be added per 1,000 square feet to all planting areas with gradients less than 3:1 (agronomic soil test recommendations shall take precedence where these minimum amounts are exceeded) and need written approval by the Landscape Architect before planting.
  - 1. 3 cubic yards organic amendment.
  - 2. 200 pounds soil conditioner/fertilizer (Gro-Power Plus)

All landscape areas shall be finish graded to "dress out", maintain, and/or reestablish grades and flow lines as approved prior to amending the soil. Finish grades will be inspected upon completion. Contractor shall not proceed with planting work until finish grades have been inspected and accepted by the Landscape Architect.

3.04 FINISH GRADING:

After completion of all soil preparation work the Contractor shall finish grade all planting areas filling as needed or removing surplus dirt, removing rocks and debris over 1 inch in diameter, and floating to a smooth uniform grade. All areas shall slope to drain. Flow lines shall be established to existing road curbs and/or a sidewalk as shown on the plans and as directed.

3.05 EROSION CONTROL:

All slope areas exceeding 3:1 shall receive jute netting. Netting shall also be provided during the maintenance period, when and as directed by the Inspector, along flow lines and other locations where erosion is evident. Jute netting shall be installed loosely, up and down the slope. The installed netting shall fit the soil surface contour and shall be held in place by 9-inch long, 11-gage (minimum) steel wire staples driven vertically into the soil at approximately 24-inch spacing. Jute netting strips shall overlap along the sides at least 6 inches. Ends of strips shall be buried into the soil at least 6 inches. Lap all ends of rolls a minimum of 24".

3.06 PLANTING:

A. Trees: Plant holes shall be dug to size as indicated in the drawings. Before trees are set in the holes, a water test should be made as follows:

All plant holes shall be filled to the brim with water and allowed to drain before any planting is done. If water does not drain out of hole within 24 hours, this fact must be brought to the attention of the Landscape Architect so that corrections can be made. Correctional work shall be considered as an extra, at additional expense.

B. Soil surrounding planting pit shall be in a friable condition and moist to a depth of 8".

C. Backfill using specified soil mix to within 8" of finish grade. At this depth, place the plant fertilizer tablets Gro-Power planting tablets, 12-8-8, 7 grams each or equal. A minimum of 3 tablets for 1 gallon; 8 tablets for 5 gallons; 15 tablets for 15 gallons, and 22 tablets for a 24" box. Complete backfilling to finish grade.

D. Trees shall be planted at such a depth that the crown roots bear the same relative position to finish grade as they did to the soils where they were grown. Backfill after planting shall be compacted carefully into place without injuring the roots of the tree or breaking up the ball of earth surrounding the roots.

3.07 TREE STAKING:

Stake trees as per planting details.

3.08 SOD:

The type and thickness of sod and the areas to be sodded shall be in accordance with the Contract Documents.

Subgrade for sod shall be the specified thickness of the sod below finish grades. Soil conditioning and fine grading shall be completed before sodding. No heavy equipment shall operate over the subgrade after grading is completed.

The subgrade shall be moist but not wet when sod is laid. Sod shall be laid with closely fitted joints, and the end of the strips shall be staggered. Openings shall be plugged with sod or topsoil.

Within 2 hours after installing sod and before rolling, the sod shall be lightly irrigated. All seams and joints shall then be rolled until the sod is well bonded to the subgrade.

The areas shall then be watered thoroughly to penetrate the subsoil at least 8 inches (200 mm). Watering shall be repeated as necessary to keep the sod moist until rooted into the subgrade. Sodded areas shall be protected against foot traffic until the sod is well established.

3.09 WATERING:

- A. It shall be the Contractor's responsibility to maintain a balanced watering program to ensure proper growth until final acceptance of the work.
- B. Immediately after planting, apply water to each tree, shrub or vine. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.
- C. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, well below the root system of plants.
- D. Irrigation:
  - 1. Contractor shall properly and completely maintain the irrigation system. A balanced water program shall be maintained to ensure proper growth until final acceptance of the work. Plants which cannot be watered efficiently with the irrigation system shall be watered by means of a hose.
  - 2. All controllers are to have each station individually adjusted on a weekly basis. System shall be set considering the application rate each area is capable of receiving. The system shall operate on short intervals, with the cycle repeating at a later time to reduce runoff.

3.10 MAINTENANCE:

- A. All areas landscaped by Contractor under this contract shall be maintained by him for a minimum plant establishment period of not less than ninety (90) days from the date of written acceptance for start of the plant establishment period. Park is to be open to the public during the maintenance period.
- B. Contractor shall maintain existing planted areas which are within the work limits of the contract as shown on the plans. This maintenance shall continue for the duration of the construction period. The contractor shall provide and allow access by City maintenance people into or through work limit areas for the purpose of normal maintenance of existing park areas remaining outside of the work limit areas.

3.11 START OF PLANT ESTABLISHMENT:

- A. Criteria for start of plant establishment period:

1. The plant establishment period shall not start until all elements of the project that impact the landscape are completed in accordance with the contract documents. Projects will not be segmented into phases.
2. Permanent Power to remote controllers shall be established.
3. The plant establishment period for the project shall not begin until after the first mowing of all of the newly planted turf areas. New turf shall not be mowed until attaining a minimum height of 1 inch. Turf shall be maintained at a mowing height of 1 inch. Turf shall be rotary mowed minimum weekly.
4. Written acceptance of the Owner must be obtained to the start of the plant establishment period.
5. If the project maintenance fails to continuously meet standards required, the plant establishment period "day count" will be suspended and will not recommence until Contractor has corrected all deficiencies.

3.12 MAINTENANCE TASKS:

A. General:

During the contract period provide all watering, weeding, fertilizing and cultivation, and spraying necessary to keep the plants and turf in a healthy growing condition and to keep the planted areas neat, edged, and attractive. All trees and shrubs planted under the contract shall be pinched and pruned as necessary to encourage new growth and to eliminate sucker growth. Old wilted flowers and dead foliage shall be immediately pinched or cut off. Do no tree pruning without the written approval of the Landscape Architect.

B. Iron Chlorosis:

After planting and during the plant establishment period in the event that trees exhibit iron chlorosis symptoms, apply FE 138 Geigy or equivalent at manufacturer's recommended rates.

C. Replacement Plantings:

During the plant establishment period, should the appearance of any plant indicate weakness, that plant shall be replaced immediately with a new, healthy plant. At the end of the plant establishment period, all plant materials shall be in a healthy, growing condition and spaced as indicated on the plans.

D. Fertilization:

The Contractor shall begin fertilizing all turf areas four weeks after first mowing at a rate of 7 1/4 pounds per 1000 square feet of commercial fertilizer 14-4-9.

The Contractor shall apply the second and all following applications of commercial fertilizer to all turf areas at a rate of 5 pounds per 1000 square feet, and all ground cover areas at a rate of 5 pounds per 1000 square feet, at 30-day intervals, for 3 applications as a minimum, above and beyond the original soil preparation application.

E. Planting Establishment:

Any planting areas that do not show a prompt establishment of plant material shall be replanted at 10-day intervals until the plant material is established. If a good rate of growth has not been demonstrated within 30 days of first planting/ hydroseeding, the Contractor shall be responsible to determine the appropriate horticultural practices necessary to obtain good growth. The Contractor shall obtain agronomic soils testing of all areas not showing good growth and shall provide copies of the test results to the Owner to verify the appropriateness of all maintenance work performed. If additional soil amendments are needed, up to a maximum 25% beyond the amount specified, such amendments shall be provided by the Contractor at no additional cost to the Owner.

F. Grading and Drainage:

During the plant establishment period all flow lines shall be maintained to allow for free flow of surface water. Displaced material which interferes with drainage shall be removed and placed as directed. Low spots and pockets shall be graded to drain properly. Jute netting shall be installed at flow lines and other locations where erosion is evident, when directed by the inspector.

1. Damage to planting areas shall be repaired immediately and throughout the plant establishment period. Depressions caused by vehicles, bicycles, or foot traffic shall be filled and leveled. Replant damaged areas.
2. All paved areas shall be washed and maintained in a neat and clean condition at all times.
3. Debris and trash shall be removed from the site weekly at a minimum.
4. All subsurface drains shall be periodically flushed with clear water to avoid build up of silt and debris. Keep all drain inlets clear of leaves, trash, and other debris.

G. Disease and Pest Control:

Throughout the plant establishment period, all plants shall be maintained in a disease and pest free condition. A licensed pest control operator shall be retained by the Contractor to recommend and apply all pesticides, herbicides, and fungicides. Exterminate gophers, moles, and all other rodents, and repair damage.

H. Trash:

Debris and trash shall be removed from the site weekly at a minimum.

3.13 END OF PLANT ESTABLISHMENT PERIOD:

- (1) When the Contractor believes he has completed the plant establishment period and the entire project is ready for final acceptance, he shall request inspection of the project. The Landscape Architect will inspect the project for final acceptance. Deficiencies noted during inspection shall extend the plant establishment period until all are corrected.
- (2) All planting areas shall show a good rate of growth and shall be well established "filled in" plantings free of voids. Bare areas will be unacceptable. Contractor shall provide sod or plant materials as required. Such sod or plantings shall be planted a minimum of 10 days prior to the end of the plant establishment period and shall have roots "knit-in" to the native soil.

- (3) Final acceptance shall occur only upon written acceptance of the project for maintenance by the Landscape Architect.

3.14 CLEAN UP:

Upon completion of the work, the Contractor shall smooth all ground surfaces; remove excess materials, rubbish, debris, etc.; sweep adjacent streets, curbs, gutters, walkways, and trails; and remove construction equipment from the premises.

**END OF SECTION**

## SECTION 03310 - FOOTINGS AND FOUNDATIONS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS:

The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

#### 1.02 SCOPE:

Work included: Provide all footings and foundations, complete in place, as indicated on the drawings, specified herein, and needed for a complete and proper installation.

#### 1.03 QUALITY ASSURANCE:

##### Qualifications of Installers:

Throughout the progress of installation of the work of this Section, provide at least one person who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills, and who shall be present at the site and shall direct all work performed under this Section.

Use adequate number of skilled workers to ensure installation in strict accordance with the approved design.

Details provided on plans with notes. If notes conflict with book specification, the more stringent shall apply.

### PART 2 - MATERIALS

#### 2.01 GENERAL:

All materials shall conform to Section 201 of Standard Specifications.

- A. Portland Cement: Section 201-1.2.1, Type I or II, low alkali. Only one brand of cement shall be used.
- B. Aggregates: Conform to Section 201-1.2.2.
- C. Water shall be clean and free from deleterious materials.
- D. Form lumber shall be uniform construction grade or better.
- E. Provide reinforcement steel as indicated on the drawings and in conformance with the requirements of the uniform building code latest edition.

### PART 3 - EXECUTION

#### 3.01 GENERAL:

All materials shall conform to Section 302.6 of Standard Specifications except as modified herein.

3.02 CONCRETE MIX:

- A. The Contractor shall supply and pay all costs for concrete mix designs.
- B. In no case shall concrete contain less than 5 sacks of cement per cubic yard, and a maximum of 7 gallons of water per sack of cement.
- C. Concrete mixes shall be proportioned by the using of 1-inch maximum size aggregate.
- D. Concrete shall develop an ultimate compressive strength at 28 days of 3250 P.S.I.
- E. The maximum slump for slab on grade shall be 4".

3.03 TESTS AND INSPECTION:

- A. The quality and quantity of materials used in the concrete shall be controlled at the batch plant by a Weighmaster.
- B. Contractor shall deliver two copies of each load ticket to the Public Works Department.

3.04 FORMWORK:

- A. Form shall be substantial, unyielding, true to line and grade, and shall conform to the dimensions indicated on the drawings.
- B. Edge of footing shall not cross property line or right of way line. Set wall 2" in from same line. See details on drawings. No spoils shall occur on builders' lot.

3.05 TRANSPORTATION AND PLACING CONCRETE:

Responsibility for proper placing, compacting and finishing rests with the Contractor. Finished work showing voids and separation of aggregates will not be accepted.

3.06 CURING CONCRETE:

All concrete surfaces shall be kept continuously wet for a period of not less than 36 hours by ponding, soaking or spraying. Following this 36 hour period, the concrete shall be protected from loss of moisture by an approved liquid curing compound.

**END OF SECTION**

## SECTION 03380 - CONCRETE CURING

### PART 1 ■ GENERAL

#### 1.01 GENERAL CONDITIONS

Requirements of the Contract Documents, including but not limited to, the General, Special, and Technical Provisions, apply to work in this Section with the same force and effect as though repeated in full herein.

#### 1.02 SCOPE OF WORK

Furnish materials, labor, transportation, services, and equipment necessary to install all Concrete Curing related to the park as indicated on the Drawings complete as shown and as specified herein.

Related Work:

Concrete:	Section 03010
Cast-In-Place Concrete:	Section 03310

#### 1.03 REFERENCES

Comply with the applicable reference specifications as specified in the GENERAL PROVISIONS and in accordance with applicable laws, codes and regulations required by the City Rancho Mirage, CA. Comply with the current provisions of the following Codes and Standards:

ASTM - American Society for Testing and Materials:

- ASTM C94 ■ Ready-Mixed Concrete.
- ASTM C150 ■ Portland Cement.
- ASTM C271 ■ Sheet Materials for Curing Concrete.
- ASTM C309 ■ Liquid Membrane-Forming Compounds for Curing Concrete.

ACI ■ American Concrete Institute:

- ACI 301 ■ Specifications for Structural Concrete for Buildings.
- ACI 305 ■ Recommended Practice for Hot Weather Concreting.
- ACI 306 ■ Recommended Practice for Cold Weather Concreting.
- ACI 318 ■ Building Code Requirements for Reinforced Concrete.

UBC ■ Uniform Building Code

#### 1.04 SUBMITTALS

In accordance with Contract Documents, General, Special and Technical Provisions.

Submit product data and manufacturer's instructions for:

1. Curing compound.
2. Proprietary cleaning agents.
3. Plastic film for curing.
4. Surface retarders.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

Store materials in dry and protected locations and protect from damage.

1.06 SITE CONDITIONS

Environmental Requirements: Protect concrete against extreme cold and heat, frost, rapid drying, and damage by rain.

PART 2 - PRODUCTS

2.01 MATERIALS

Curing Compound: ASTM C 309, non-staining, all resin type, white-pigmented, compatible with color admixture.

Acceptable Product: Burke Spartan-Cote Cure or equal. Curing Compound Application Rate: 350 sq. ft./U.S. Gallon (12.5m sq./L)

PART 3 - EXECUTION

3.01 CURING

Protect concrete surfaces against rapid drying. Keep sealed with cure agent for necessary amount of time to reach concrete strength and inhibit moisture loss after placing per manufacturer's recommendation.

Apply to exposed surface of concrete as soon as manufacturer recommends with an airless sprayer.

Apply to sides of concrete paving upon removal of form boards.

Meet requirements of manufacturer's current printed application instructions.

Uniformly apply 2 coats and apply the second coat at right angle to first coat.

Apply compound to form a continuous, uniform, coherent film that will not check, crack, or peel.

Do not apply to concrete that is still bleeding, or has a visible water sheen on the surface.

Protect paving surfaces from foot traffic with scuff-proof paper.

Immediately re-coat damaged areas of curing compound.

Protect surface from water, adjacent concrete work and debris.

3.02 CLEANUP

Contractor to remove all cure agent from concrete surface with power washing equipment and soft brush not causing abrasion to finish work surface prior to final inspection. No Cure Agent shall be present on any surfaces for final inspection acceptance. Remove debris and trash resulting from specified work.

**END OF SECTION**

**SECTION 04220 - CONCRETE UNIT MASONRY**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS:**

The requirements of the Standard Specifications for Public Works Construction (SSPWC), latest edition, Parts 2 through 6 (except as modified herein), apply to this project and are incorporated herein by this reference. Part 1 is specifically excluded.

Drawings, project manual, and general provisions of the Contract, including, without limitation, General Conditions of the Contract, additional General Conditions of the Contract, and Division 1 specification sections, apply to this section.

Report of Preliminary Geotechnical Investigation (referred to as Soils Report), dated March 16, 2015, prepared by Sladden Engineering, and all supplementary reports and addenda.

All recommendations in the above referenced Geotechnical Investigation are incorporated herein by this reference and are included in the contract.

**1.02 SCOPE:**

A. Work included: All concrete unit masonry, including, without limitation, mortar, grout, scaffolding and layout.

B. Related work described elsewhere:

Concrete for footings and foundations: Section 03310

**1.03 QUALITY ASSURANCE:**

A. Qualifications of workmen:

(1) Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

(2) Provide one skilled journeyman mason who shall be present at all times during execution of this portion of the Work and who shall personally direct all work performed under this Section.

B. Codes and standards: In addition to complying with all pertinent codes and regulations, comply with the standards of masonry installation described in "Concrete Block Masonry Inspectors' Manual" published by the Technical Committee of California Concrete Masonry Manufacturers Association.

**1.04 SUBMITTALS:**

A. Samples: Within 14 calendar days after award of the contract and before any concrete unit masonry materials are delivered to the job site, submit one sample of each proposed concrete masonry unit to the Landscape Architect for approval.

- B. Certification: Prior to delivery of concrete masonry materials to the job site, deliver to the City Representative a letter from the manufacturer of the proposed masonry units certifying that all such units to be delivered to the job site are in strict accordance with the provisions of this Section.
- C. Mock-Ups: Prior to proceeding with the remainder of the work of this Section, construct a portion of each type of masonry wall and applicable stone veneer to establish for the City Representative's review and approval, the general construction and appearance of the installed concrete masonry units and stone veneer.

#### 1.05 PRODUCT HANDLING:

- A. Protection: Use all means necessary to protect the materials of this section before, during and after installation and to protect the work materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the City Representative and at no additional cost to the City.

### PART 2 - PRODUCTS

2.01 All products, without limitation, shall conform with the Standard Specifications except as modified herein.

#### 2.02 CONCRETE BLOCKS:

- A. Acceptable manufacturers: Angelus Block, Orco Block, RCP Block & Brick
- B. All units shall be sound and free of cracks, chips or other defects.
- C. Sizes and Shapes of the units shall be as required to construct the work as shown on the drawings, using open-end units with closed-end units for opening and corners. Where soaps are required or indicated, they shall be cut from full-sized standard units at the site.
- D. Concrete Block shall be readily identified as to origin. All block used for the entire work shall be obtained from a single source.
- E. Color shall be as noted on the Drawings. Substitutions of colors are subject to approval by Landscape Architect, prior to construction.
- F. Block type and finish shall be as noted on the Drawings.
- G. All blocks shall be manufactured in one run to insure color uniformity.
- H. Water Content:
  - (1) At the time of the delivery to the Job Site, concrete masonry units shall have a value, in weight of contained water, of not more than 35% of the fully saturated content for the unit tested.
  - (2) Ship all units from the factory and store at the Job Site with all necessary protection to prevent increase of water content from rain and other sources.
  - (3) Certification required by Paragraph 1.04-B above shall show results of tests less than 12 months prior to delivery of concrete masonry units to the Job Site, shall show compliance with the specified values, and shall certify that the mix design, yield per batch, and curing procedures for the units delivered to the Job Site will be equal to those submitted for the test.

#### 2.03 MORTAR:

All mortar for concrete block shall be Class D conforming to Section 202-2.1.2, color to match block color. Mortar shall contain a waterproofing admixture.

2.04 REINFORCEMENT STEEL:

- A. Provide reinforcement steel as indicated on the Drawings and in conformance with the requirements of the Uniform Building Code latest edition.
- B. The dowels shall be placed in the center of the masonry wall unless otherwise detailed. Dowels shall be placed so that they align with the vertical wall steel.
- C. All steel reinforcing shall be lap or weld spliced. Provide a minimum 40 diameter lap splice.

2.05 GROUT:

Provide transit-mixed grout complying with ASTM C 94, and consisting of one part Portland Cement, 2 1/2 parts sand, two parts pea gravel and adequate water to produce a concrete of approximately 10-inches slump, at 1500 PSI at 30 days. Grout shall contain a waterproofing admixture.

2.06 WATER PROOFING ADMIXTURE:

- A. Grout: Provide SIKA RED LABEL or an equal approved by the City Representative, in all grout, following manufacturer's recommendations for amount and procedures.
- B. Mortar: Provide SIKA RED LABEL at a rate of 1 pint per 100 pounds of cement in all water or an equal approved by the City Representative.

2.07 FORMS:

All forms and shoring shall be thoroughly braced and sufficiently strong to safely carry, without deflection, all dead loads and live loads to which they may be subjected. Shoring shall be in place not less than 10 days. Wide grout joints in piers or jambs shall be formed with wood wherever necessary to hold the grout.

2.09 OTHER MATERIALS:

All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be as selected by the Contractor subject to the approval of the City Representative.

PART 3 - EXECUTION

3.01 RELATED DOCUMENTS:

All Work, without limitation, shall conform with Section 303 of the Standard Specifications except as modified herein.

3.02 INSPECTION:

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.03 COORDINATION:

Carefully coordinate with all other trades to ensure proper and adequate interface of the work of other trades with the work of this Section.

3.04 MIXING MORTAR:

Shall be Type S. Use a mechanical mixer of one sack minimum capacity. Mix mortar for at least 3 minutes after all materials have been added. Mix only as much mortar as can be used in 1-hour after water has been first mixed into the batch. Do not re-temper mortar. Use calibrated measuring box, shovel measurements will not be allowed.

3.05 INSTALLATION:

A. General: Lay up all walls in running bond, plumb, level and true to the lines and dimensions shown on the Drawing. Do not use chipped or broken units. If any such units are discovered in the finished wall, the City Representative may require their removal and replacement with new units at no additional cost to the City.

B. Dampening:

- (1) Store all masonry units on the job so that they are kept off the ground and are protected from the rain.
- (2) Wetting the units will not be permitted, except when hot and dry weather exists causing the units to be warm to the touch and then only the surface may be wetted with a light fog spray.

C. Laying Up:

- (1) Place all units in mortar with full shoved bed and head joints.
- (2) Align with vertical cells to maintain a clear, unobstructed system of flues.
- (3) Hold racking to an absolute minimum.
- (4) Provide cleanouts at the bottom of each cell for removing mortar droppings. Do not close the cleanouts until they have been inspected and approved by the City Representative.

D. Reinforcement: Install all reinforcement as indicated on the Drawing. Fully embed reinforcement in grout, not in mortar or mortar joints. Provide all required metal accessories to ensure accurate alignment of steel during grout filling operations.

E. Tooling: Tool all joints to a dense, smooth, flush surface.

3.06 GROUTING:

A. Timing: Do not grout until masonry has cured at least 24 hours.

B. Fill all block cells solid with grout.

C. Use maximum lifts allowed by Code.

3.07 TESTS:

- A. All test shall be made by an independent laboratory, as selected by the City Representative.
  - (1) At the beginning of all masonry work, at least one test sample of mortar and grout shall be taken on 3 successive working days.
- B. Mortar samples shall be taken from surface soon after spreading. Test cylinders shall be 2 inches in diameter and 4 inches high. When tested at 28 days the compressive strength shall not be less than 1800 pounds per square inch.
- C. Grout specimens shall be cast in block cell using masonry units taken from the site. Grout shall be poured into the sample units and puddled, as nearly as possible, in the same manner as that being poured into the wall. Specimens shall remain in the block for 3 days. Line block with a thin paper towel to permit removal of the specimen without damage. This specimen shall be tested for compression at 28 days and shall develop a minimum ultimate compressive strength of 2000 pounds per square inch.
- D. Concrete Block supplier shall provide independent test results for all types and sizes of block represented within the scope of this project in accordance with "Standard Methods of Sampling and Testing Concrete Units." ASTM Des C-140. The average compressive strength shall not be less than 1000 pounds per square inch on the gross area.

**END OF SECTION**

**SECTION 09860 - ANTI-GRAFFITI COATINGS****PART I - GENERAL****1.01 SUMMARY:**

- A. Section includes: Anti-graffiti coatings.

**1.02 SUBMITTALS:**

- A. **Product Data:** Submit complete manufacturer's descriptive literature and specifications. Include complete lists of materials proposed for use, giving the manufacturer's name, catalog number, and catalog cut for each item where applicable.
- B. **Samples:** Submit the manufacturer's standard palette for the selection of color.
1. When selections have been made, submit samples of finish not less than 12 inches by 12 inches in size for review and acceptance.
- C. **Quality Control Submittals:**
1. **Certificates:** Submit written certification that the applicator has been approved by the anti-graffiti coating manufacturer.
2. **Manufacturer Instructions:** Submit the manufacturer's current recommended methods of installation, including relevant limitations, safety and environmental cautions, and application rates.
- D. **Contract Closeout Submittals:**
1. **Certification:** Submit, to the City, a certified copy of invoices from the coating manufacturer clearly showing the quantity of the accepted coating delivered to the jobsite, together with an affidavit showing the square footage of surfaces to which the coating was applied and the manufacturer's written recommendations for coverage.

**1.03 QUALITY ASSURANCE:**

- A. **Qualifications:**
1. Use products by manufacturers regularly engaged in manufacturer of this product and with a history of at least three successful applications, within the last three years, acceptable to the City.
2. Use skilled workers who are thoroughly trained and experienced and who are completely familiar with the specified requirements and methods.
- a. **Regulatory Requirements:** Comply with applicable codes and regulations of governmental agencies having jurisdiction. Where those requirements conflict with this Specification, comply with the more stringent provisions.
- b. **Certifications:** Upon completion, issue to the City, a Certificate of Inspection and Compliance indication that the completed work meets all the requirements of this Specification and the manufacturer's printing instructions. Certificate shall be signed by the applicator.

**1.04 DELIVERY, STORAGE, AND HANDLING:**

- A. Acceptance at Site: Material shall be delivered to Project in original containers, completely sealed and bearing name of coating contained therein.
- B. Storage and Protection: Use all means necessary to protect the materials of this Section before, during and after installation.

**1.05 PROJECT CONDITIONS:**

- A. Environmental Requirements: Do not apply coatings when surface temperature is more than 90 degrees F. in the shade, nor when the relative humidity more than 70 percent.

**PART II - PRODUCTS****2.01 MANUFACTURERS:**

- A. Design is based on products manufactured by Dunn-Edwards Corporation, Los Angeles, CA
- B. Materials shall be the product of one manufacturer and shall be either the ones upon which the design is based or the products of a manufacturer accepted as an equal in advance.

**2.02 MATERIALS:**

- A. Sealer W709 EFF-STOP.
- B. Finish Coat: IP 630 ULTRASHIELD a two-part aliphatic urethane polyester based mixture. Color pigment shall be factory mixed in the aliphatic urethane.
  - 1. Color shall be as selected by the City Representative from the manufacturer's full line of standard colors.
  - 2. Painted surfaces covered by a clear polurethane coating will not be acceptable.
  - 3. Coating shall have been tested in accordance with the manufacturer's printed literature.
  - 4. Anti-graffiti coatings shall be easily cleanable with MEK or graffiti cleaners without requiring recoating.

**PART III - EXECUTION****3.01 EXAMINATION:**

- A. Verification of Conditions: Prior to Work on this Section, examine the installed work of all other trades and verify that all such work is complete or properly corrected to the point where this installation may properly commence.
- B. Correct defects or other conditions which would adversely affect anti-graffiti coatings to the satisfaction of anti-graffiti material applicator prior to application of coatings.

**3.02 PREPARATION:**

- A. Protection: Protect and cover finished work and materials of all other trades which may be affected by work of this Section during coating application.

B. Surface Preparation:

1. Substrates to receive anti-graffiti coatings shall be thoroughly cleaned of all dirt, laitance, encrustations and other foreign materials which would adversely affect the required appearance of the structure.
2. Preparation of Substrates: Concrete, concrete block masonry, brick masonry and metal shall be cleaned by water blasting at 3000 pounds per square inch, or other methods in accordance with coating manufacturer's current written instructions and recommendations.

3.03 APPLICATION:

- A. General: Apply coatings in strict accordance with the manufacturer's recommendations as accepted by the City.
- B. Primer shall be applied to a dry film thickness of 1.5 mils per coat. Apply in one or two coats at not more than 300 square feet per gallon. Apply with brush, roller or airless spray.

3.04 PROTECTION:

- A. Protect finished work during progress of coating application and make good damage done to such work in manner satisfactory to the City Representative. Properly cover and protect finished work of other trades.

**END OF SECTION**

**SECTION 09900 - PAINTING****PART 1 - GENERAL****1.01 RELATED DOCUMENTS:**

The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.

**1.02 SCOPE:**

Work included: Paint and finish all exterior exposed surfaces listed on the Painting Schedule in Part Three of this Section, in accordance with the types of finish shown on the Finish Schedule and as specified herein.

**A. Related work described elsewhere:**

Priming or priming and finishing or certain surfaces are specified to be factory performed or installer performed under pertinent other Section.

**B. Work not included:**

1. Do not include painting which is specified under other Section.
2. Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts.
3. Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be specified herein.
4. Do not paint any moving parts of operating units; mechanical or electrical parts such as valve operators, linkages, sensing devices, and motor shafts, unless otherwise indicated.
5. Do not paint over any required labels or equipment identification, performance rating, name, or nomenclature plates.

**C. Definition: The term "paint," as used herein, means all coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.****1.03 QUALITY ASSURANCE:****A. Qualification of manufacturer: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the City Representative.****B. Qualifications of Workers:**

1. Provide at least one person who shall be present at all times during execution of the work of this Section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this Section.
2. Provide adequate numbers of workers skilled in the necessary crafts and properly informed of the methods and materials to be used.

**C. Paint Coordination:**

1. Provide finish coats which are compatible with the prime coat used.
2. Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system.

3. Provide barrier coats over non-compatible primers, or remove the primer and re-prime as required.
4. Notify the City Representative in writing of anticipated problems in using the specified coating systems over prime coating supplied under other Sections.

#### 1.04 SUBMITTALS:

A. Manufacturers' data: At the preconstruction meeting, submit:

1. Complete materials list of all items proposed to be furnished and installed under this Section.
2. Complete list of all proposed substitutions. For any proposed substitutions provide two copies of manufacturers specifications, including paint analysis and application instructions for each material, and other data required to demonstrate compliance with the specified requirements.

Upon receipt of review comments, make all revisions and corrections, and resubmit if so required.

B. Samples:

1. Provide three 12" x 12" samples of each color for each material.

#### 1.05 PRODUCT HANDLING:

A. Delivery of Materials: Deliver all materials to the job site in original, new, and unopened containers bearing the manufacturer's name and label showing at least the following information:

1. Name or title of the material;
2. Fed. Spec. number, if applicable;
3. Manufacturer's stock number;
4. Manufacturer's name;
5. Contents by volume for major constituents;
6. Thinning instructions;
7. Application instructions.

B. Storage of Materials: Provide proper storage to prevent damage to, and deterioration of, paint materials.

C. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

D. Replacements: In the event of damage, immediately make all repair and replacements necessary to the approval of the City Representative and at no additional cost to the City.

#### 1.06 CONDITIONS:

A. Surface temperatures: Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F unless otherwise permitted by the manufacturer's printed instructions as approved by the City Representative.

B. Weather conditions: Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds 85% or to damp or wet surfaces; unless otherwise permitted by the manufacturer's printed instructions as approved by the City Representative. Applications may be continued during inclement weather within the temperature limits specified by the paint manufacturer during application and drying periods.

1.07 TURNOVER ITEMS:

- A. Amount: Upon completion of the work of this Section, deliver to the Owner an extra stock equaling 10% of each color, type, and gloss of paint used on the Work. Minimum 1 gallon of each item.
- B. Packaging: Tightly seal each container and clearly label with the contents and location used.

PART 2 - PRODUCTS

All materials shall conform with Section 210 of the Standard Specifications except as modified herein.

2.01 PAINT MATERIALS:

- A. Design is based on use of paint products manufactured by Pittsburgh Paints, and the materials of that manufacturer are named in the Painting Schedule. Equal products of Dunn-Edwards, Sherwin-Williams, or other manufacturers approved by the City Representative may be substituted.
- B. General: Provide the best quality grade of the various types of coatings as regularly manufactured by paint materials manufacturers approved by the City Representatives. Materials not displaying the manufacturer's identification as a standard best-grade product will not be acceptable.
- C. Durability: Provide paints of durable and washable quality. Do not use paint materials which will not withstand normal washing as required to remove pencil marks, ink, ordinary soil, and similar material without showing discoloration, loss of gloss, staining, or other damage.
- D. Colors and glosses: The Landscape Architect will select colors to be used in the various types of paint specified and the City Representative will be the sole judge of acceptability of the various glosses obtained from the materials proposed to be used in the work.
- E. Undercoats and thinners: Provide undercoat paint produced by the same manufacturer as the finish coat. Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits. Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.
- F. Standards: Provide paint materials which meet or exceed the standards listed for each application in the Painting Schedule in Part 3 of this Section.

2.03 APPLICATION EQUIPMENT:

- A. General: For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the City Representative.
- B. Compatibility: Prior to actual use of application equipment, use all means necessary to verify that the proposed equipment is actually compatible with the material to be applied and that the integrity of the finish will not be jeopardized by use of the proposed application equipment.

2.04 OTHER MATERIALS:

All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be new, first-quality of their respective kinds, and as selected by the Contractor subject to the approval of the City Representative.

PART 3 - EXECUTION

3.01 GENERAL:

All work shall conform to Section 310 of the Standard Specifications except as modified herein.

3.02 SURFACE CONDITIONS:

- A. Add the following to Standard Specifications Section 310.1. Inspection: Prior to installation of the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that painting may be completed in strict accordance with the original design and with the manufacturers' recommendations.
- B. Discrepancies: Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.03 MATERIALS PREPARATION:

- A. General:
  - 1. Mix and prepare painting materials in strict accordance with the manufacturers' recommendations as approved by the City Representative.
  - 2. Store materials not in actual use in tightly covered containers.
  - 3. Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
- B. Stirring: Stir all materials before application to produce a mixture of uniform density, and as required during the application of materials. Do not stir into the materials any film which may form on the surface. Remove the film and, if necessary, strain the material before using.

3.04 SURFACE PREPARATION:

- A. General:
  - 1. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations.

2. Remove all removable items which are in place and are not scheduled to receive paint finish, or provide surface-applied protection prior to surface preparation and paint operations.
  3. Following completion of painting in each space or area, reinstall the removed items by using workers skilled in the necessary trades.
  4. Clean each surface to be painted prior to applying paint or surface treatment.
  5. Remove oil and grease with clean cloths and cleaning solvents of low toxicity and a flash point in excess of 38 degrees C (100 degrees F), prior to start of mechanical cleaning.
  6. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet newly painted surfaces.
- B. Preparation of Metal Surfaces:
1. Thoroughly clean all surfaces until they are completely free from dirt, oil, and grease.
  2. On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch. Remove all etching solution before proceeding.
  3. Allow to dry thoroughly before application of paint.

### 3.05 PAINT APPLICATION:

Add the following to Standard Specifications Section 310.5:

- A. General:
1. Slightly vary the color of succeeding coats. Do not apply additional coats until the complete coat has been inspected and approved. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
  2. Sand and dust between enamel coats to remove all defects visible to the unaided eye from a distance of five feet.
  3. On all removable panels and all hinged panels, paint the back sides to match the exposed sides.
- B. Drying:
1. Allow sufficient drying time between coats. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.
  2. Oil-base and oleo-resinous solvent-type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Brush Application: Brush out and work all brush coats onto the surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.
- D. Spray Application:

1. Confine spray application to metal framework and similar surfaces where hand brush work would be inferior.
  2. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double back with spray equipment for the purpose of building up film thickness of two coats in one pass.
- E. Complete work shall match the approved Samples for color, texture, and coverage. Remove, refinish, or repaint all work not in compliance with specified requirements.

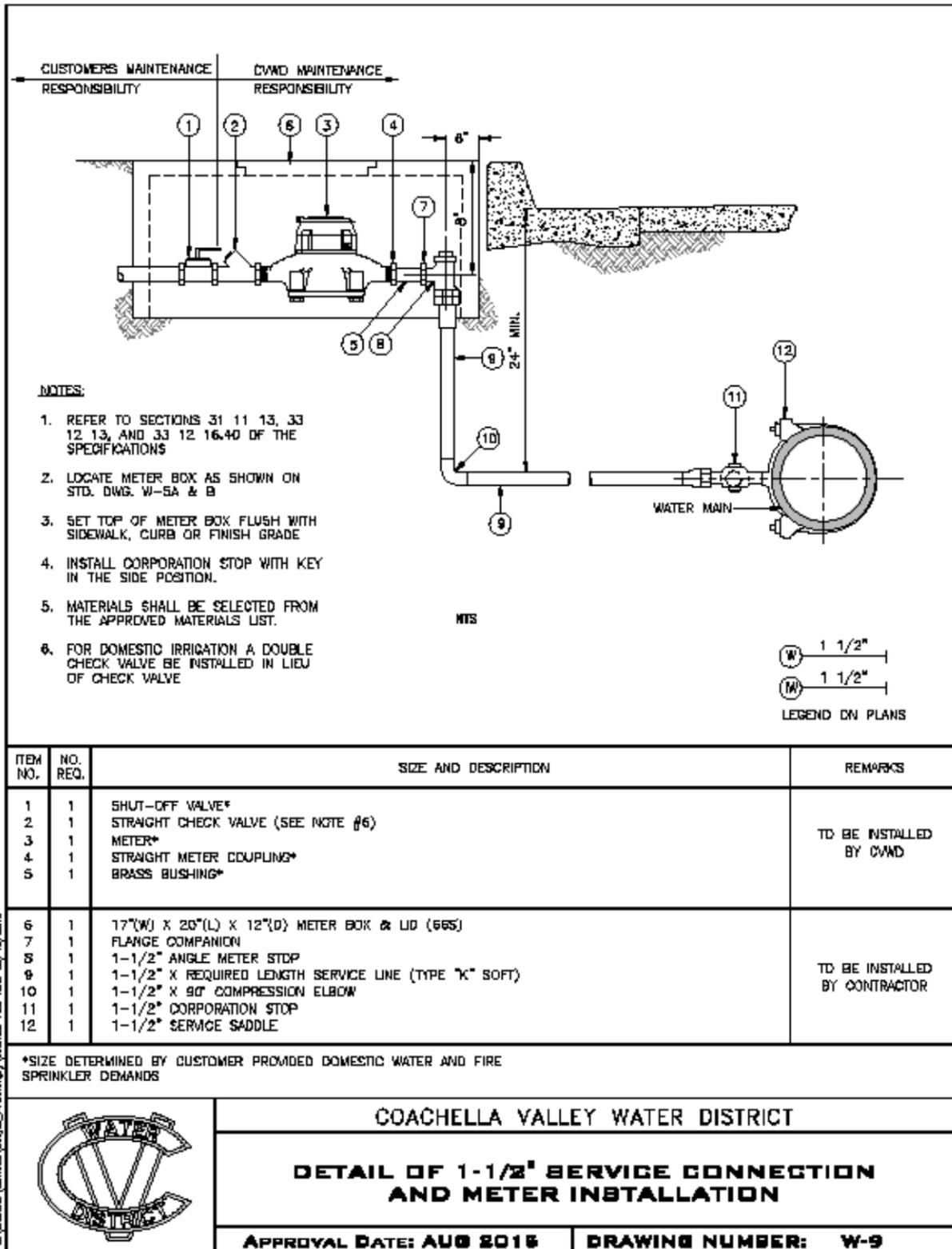
3.06 PAINING SCHEDULE:

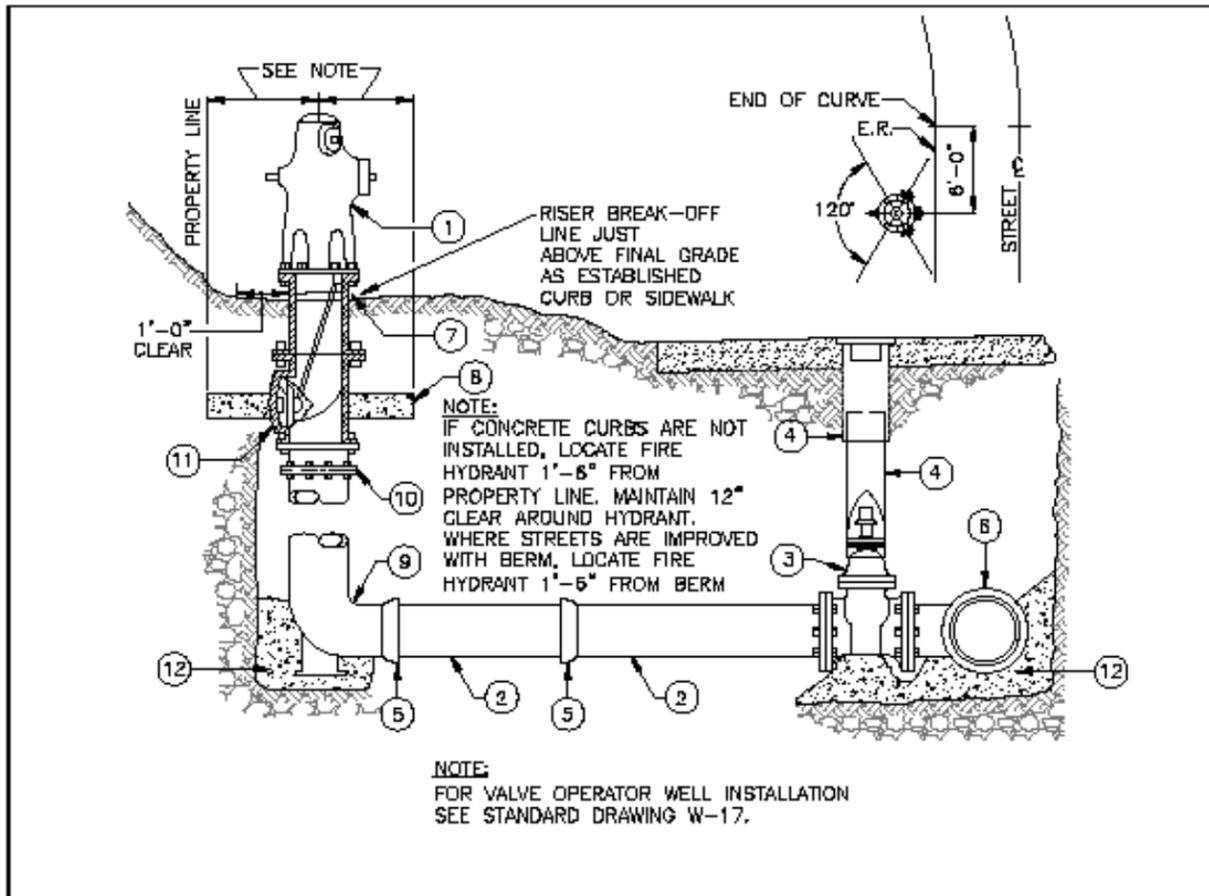
- A. Finish No. 1: Exterior concrete block.  
2 coats Chemstop Clear-Seal.
- B. Finish No. 2: Trash containers and trash bin doors.

Primer and finish coats shall be compatible enamel based paint products. Apply 2 coats enamel paint, color as reviewed and approved by the City Representative.

**END OF SECTION**

APPENDIX  
STANDARD PLANS USED FOR THE PROJECT





ITEM NO.	NO. REQ.	SIZE AND DESCRIPTION	REMARKS
1	1	6" FIRE HYDRANT	6-HOLE
2	1+	6" X NO. OF JOINTS AS REQUIRED	D.I.P.-POLYETHYLENE WRAPPED
3	1	GATE VALVE, FLANGED	
4	1	VALVE OPERATOR WELL & CAP	SEE STANDARD DRAWING W-17.
5	2+	6" "TYTON" RESTRAINING GASKET OR MECHANICAL JOINT RESTRAINING GLAND	
6	1	MAIN SIZE X 6" TEE	6-HOLE
7	1	6" FLANGED C.I. BREAK-OFF RISER - 6" LONG	CLASS 520-C-2500
8	1	3' X 3' X 6" CONCRETE PAD	D.I.P.
9	1	6" 90° BURY, "TYTON" OR M.J. X FLANGED	FLANGED (8-HOLE) D.I.P.
10	1	6" X REQUIRED LENGTH RISER	8-HOLE X 6-HOLE
11	1	6" POSITIVE BREAK-OFF VALVE ASSEMBLY (FLANGE)	SEE STANDARD DRAWING W-18
12		THRUST BLOCK	

C:\WORKING\REVIEWS\DWG\REV\DWG\WATER\WATER.PLS Rev. 07/24/2013



**COACHELLA VALLEY WATER DISTRICT**

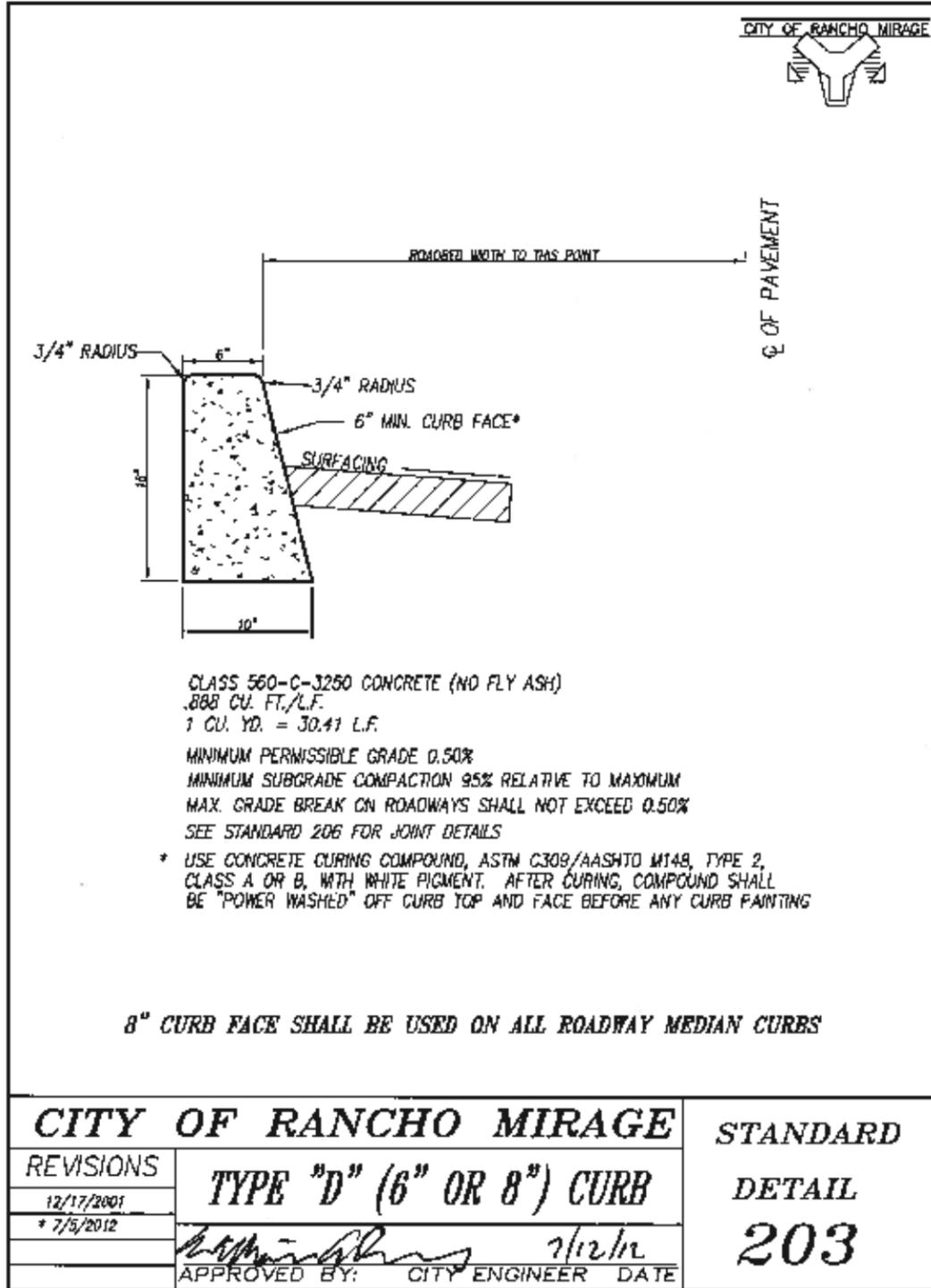
**DETAIL OF WET BARREL TYPE FIRE HYDRANT  
INSTALLATION UNIMPROVED STREET  
FOR DUCTILE IRON PIPE**

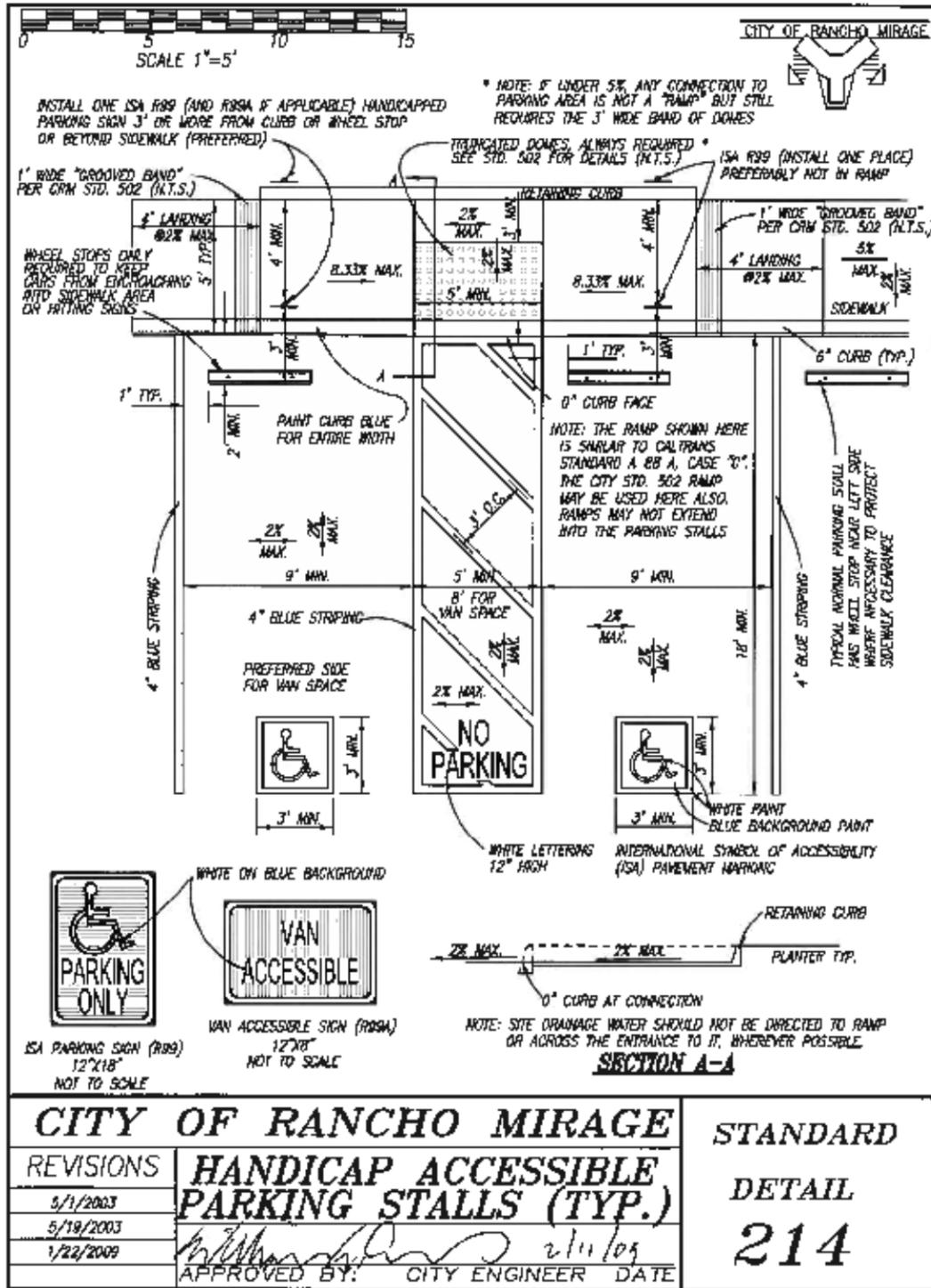
**APPROVAL DATE: JUNE 2013**      **DRAWING NUMBER: W-34A**

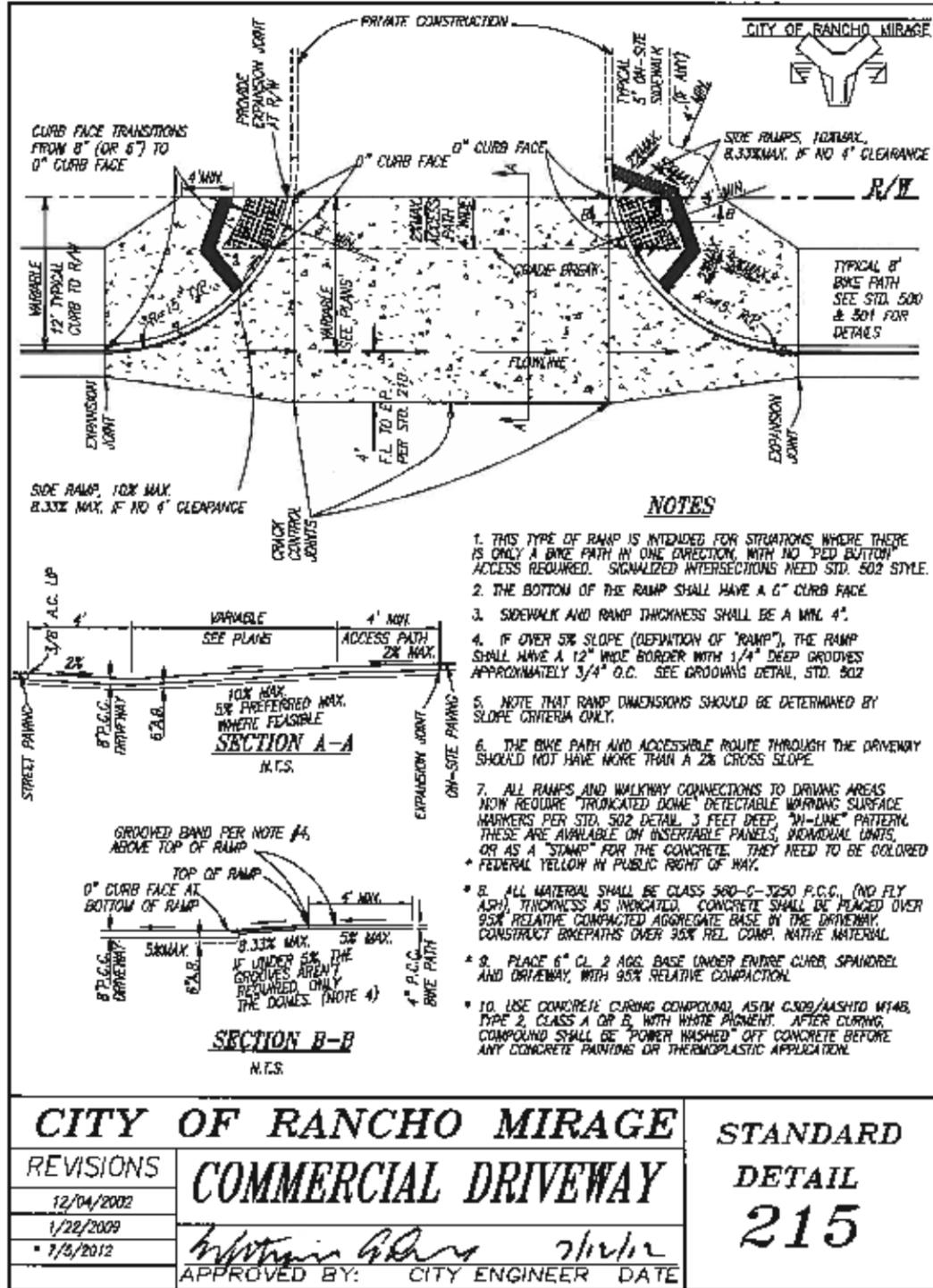












**CITY OF RANCHO MIRAGE**

**STANDARD**

REVISIONS

**COMMERCIAL DRIVEWAY**

**DETAIL**

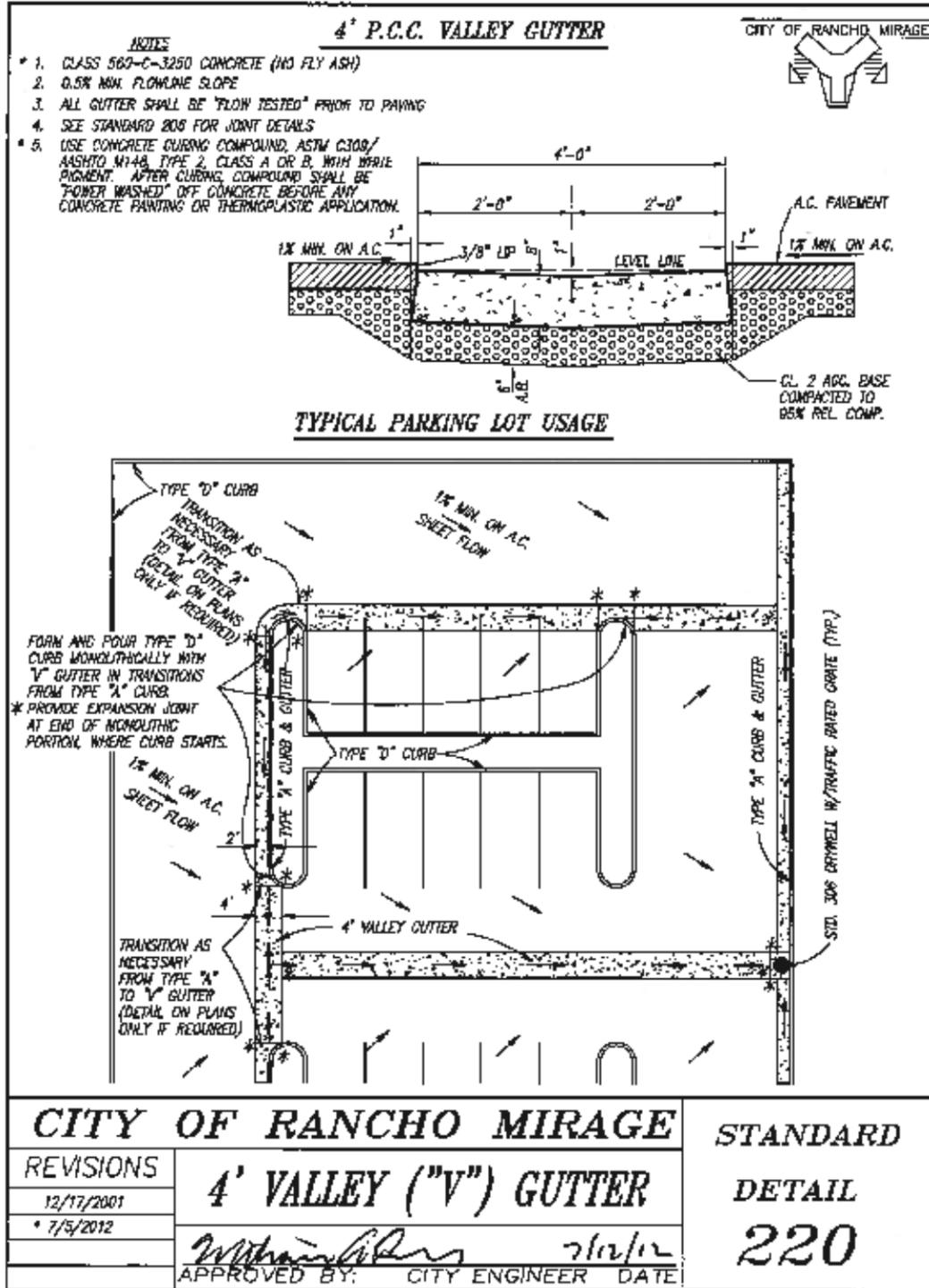
12/04/2002

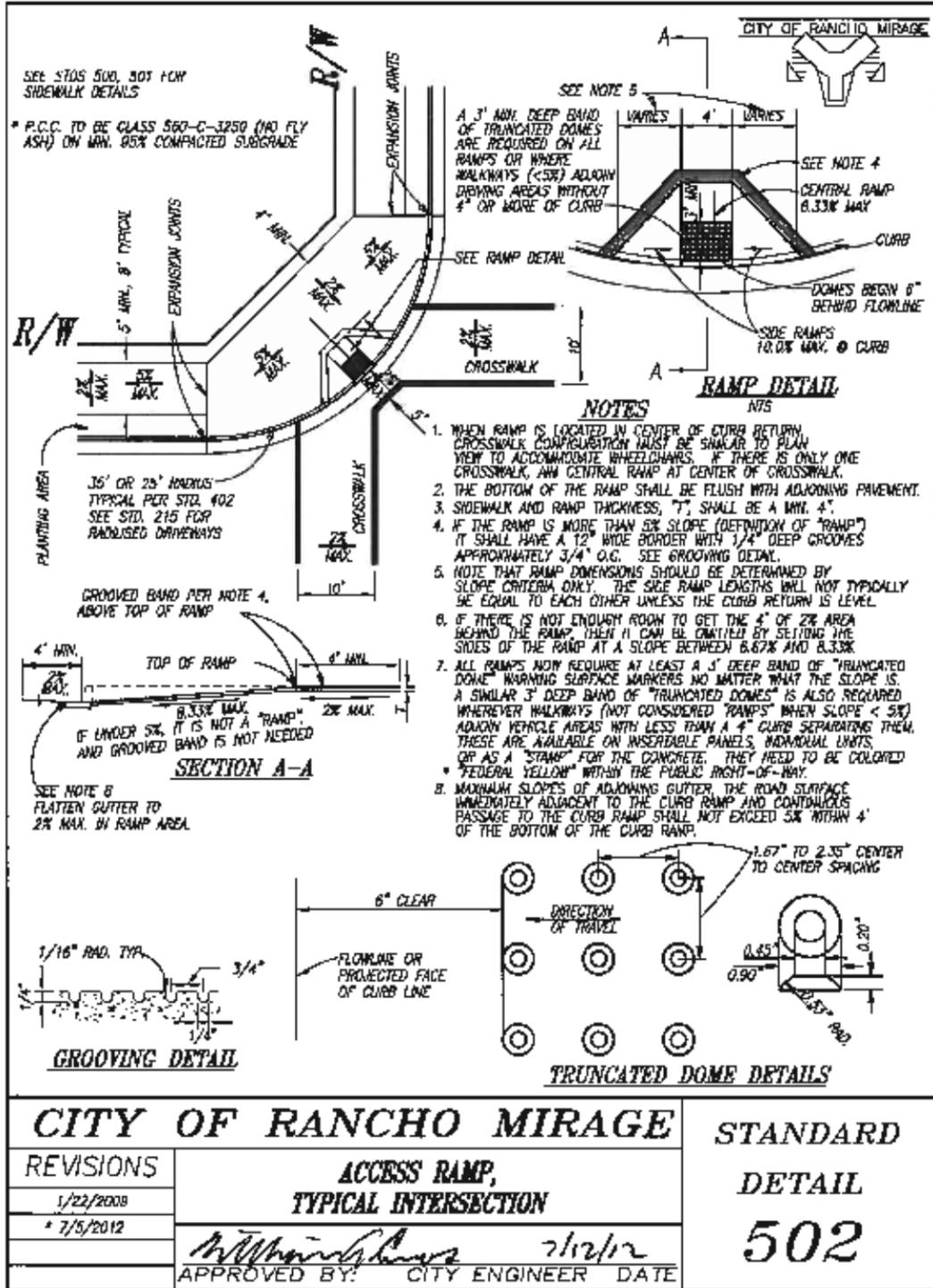
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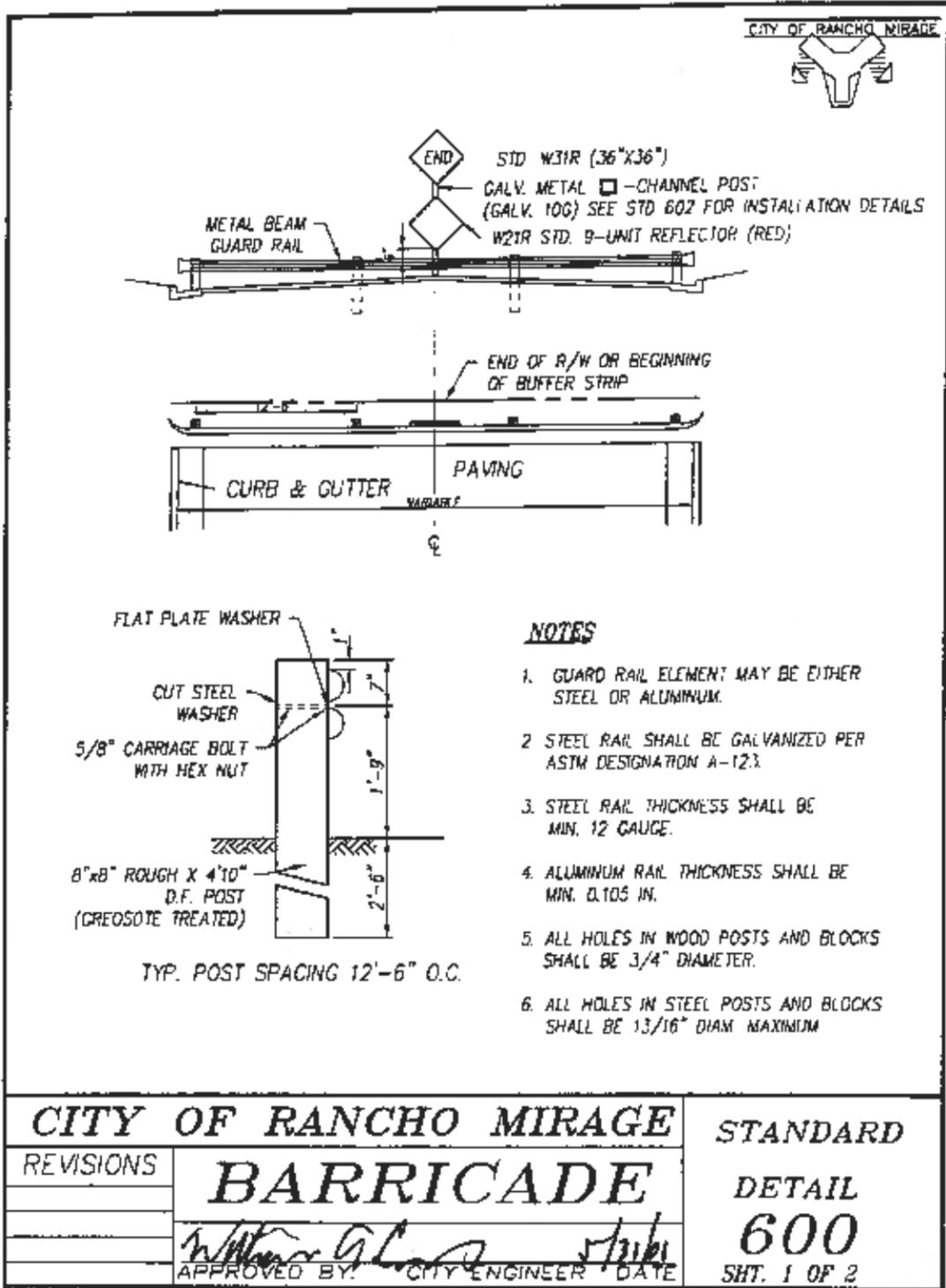
7/5/2012

**215**

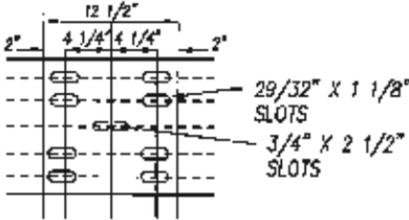
APPROVED BY: *[Signature]* DATE





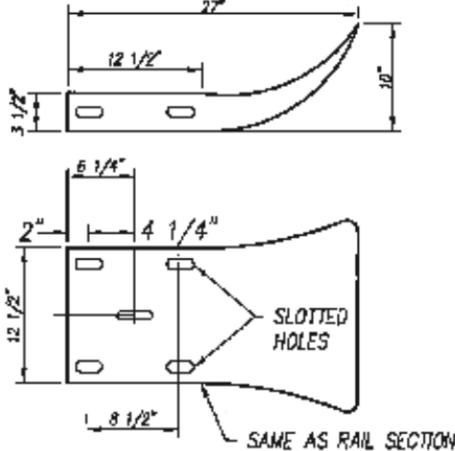






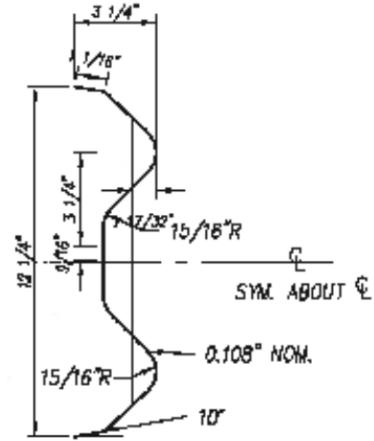
**SPlice DETAIL**

5/8" X 1/4" BUTTON HEAD OVAL SHOULDER BOLTS WITH 1/4" RECESSED HEX NUTS.  
TOTAL: 8 PER SPlice AND 4 PER TERMINAL SECTION.



**TERMINAL SECTION**

SAME AS RAIL SECTION



**SECTION THRU W-BEAM RAIL ELEMENT**

<b>CITY OF RANCHO MIRAGE</b>		<b>STANDARD</b>
<b>REVISIONS</b>	<b>'BARRICADE DETAILS</b>	<b>DETAIL</b>
* 7/3/2012	<i>[Signature]</i>	<b>600</b>
	APPROVED BY: CITY ENGINEER DATE	<b>SHT. 2 OF 2</b>

**9" BLADE AND 6" FONT FOR SIGNS AT MINOR STREET INTERSECTIONS**

**12" BLADE AND 8" FONT FOR SIGNS AT ARTERIAL INTERSECTIONS**

1. THE STREET NAME SIGN SHALL BE EITHER A 9" OR 12" FLAT BLADE CONSTRUCTED OF 1/8" THICK ANODIZED ALUMINUM. THE LENGTH OF THE BLADE SHALL BE 36" TO 48". THE LENGTH OF THE BLADE WILL BE DETERMINED BY THE NUMBER OF CHARACTERS IN THE STREET NAME. THE SUPPLIER SHALL BE RESPONSIBLE FOR DETERMINING THE AMOUNT OF EACH LENGTH NEEDED BASED ON THE INDIVIDUAL STREET NAMES. 6" HIGH FONT AND 12" BLADES SHALL BE USED ON MULTI-LANE STREETS. 5" HIGH FONT AND 9" BLADES SHALL BE USED WHERE BOTH STREETS ARE ONLY ONE LANE EACH WAY.
2. THE ALUMINUM FOR THE BLADES SHALL BE HIGH TENSILE STRENGTH 6063S ALLOY.
3. EACH SIGN SHALL BE PRINTED ON BOTH SIDES AND INCLUDE THE STREET NAME, 5-DIGIT HIGH NUMBER, CITY LOGO, AND UPPER AND LOWER BORDER STRIPS. THESE ITEMS SHALL BE WHITE IN COLOR ON A BROWN BACKGROUND.
4. ALL LETTER AND NUMBERS SHALL BE WHITE, HIGH-INTENSITY GRADE, 3M SCOTCHLITE HEAT-ACTIVATED REFLECTIVE SHEETING.
5. THE CITY LOGO SHALL BE WHITE, HIGH INTENSITY GRADE, 3M SCOTCHLITE HEAT-ACTIVATED REFLECTIVE SHEETING, PRODUCTS FROM DISCS PREPARED BY THE SUPPLIER SPECIFICALLY FOR THESE SIGNS.
6. UPPER AND LOWER BORDER STRIPS SHALL BE 1/4" STRIPS OF WHITE, HIGH-INTENSITY GRADE, 3M SCOTCHLITE HEAT-ACTIVATED REFLECTIVE SHEETING.
7. THE SIGN BACKGROUND SHALL BE BROWN, HIGH-INTENSITY GRADE, 3M SCOTCHLITE HEAT-ACTIVATED REFLECTIVE SHEETING.

<b>CITY OF RANCHO MIRAGE</b>		<b>STANDARD</b>
REVISIONS	<b>STREET NAME SIGN</b>	
1/22/2002		<b>DETAIL</b>
9/18/2010		<b>601</b>
APPROVED BY: <i>[Signature]</i> 8/18/10		
CITY ENGINEER		DATE

