CITY OF BLYTHE

SPECIFICATIONS FOR

14TH AVENUE REHABILITATION PROJECT FROM LOVEKIN TO BROADWAY

2016

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CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM LOVEKIN TO BROADWAY

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SECTION I - INVITATION FOR PROPOSALS

CITY OF BLYTHE
235 NORTH BROADWAY
BLYTHE, CALIFORNIA 92225

Sealed proposals for the work described in the specifications and contract documents entitled:

14TH AVENUE REHABILITATION PROJECT

will be received at the City of Blythe, office of the City Clerk, 235 North Broadway, Blythe, California 92225 until: **TUESDAY, AUGUST 30TH, 2016 AT 2:00 PM** prevailing local time at which time they will be publicly opened and read aloud in the Multipurpose Room at said address.

MANDATORY PRE-BID MEETING
THURSDAY, AUGUST 11TH, 2016 AT 10:00 AM

All Contractors interested in bidding on this project shall attend a mandatory pre bid meeting to be held at the Multipurpose Room, City Hall, 235 North Broadway, Blythe, California 92225 on **Thursday, August 11th, 2016 at 10:00 AM.**

Proposal forms for this work are included in the document entitled: **14TH AVENUE REHABILITATION PROJECT.** Proposals shall conform to the requirements of this Invitation for Proposals and other documents listed herein and any addenda thereto issued in advance of the proposal opening date.

Project Description: The project consists of grinding, removal and overlay of asphalt pavement, demolition and construction of curb, gutter, sidewalk and spandrels, and the construction of ADA ramps on West 14th Avenue in the City of Blythe, County of Riverside, State of California. Proposals shall conform to the requirements of this Invitation for Proposals and other documents listed herein and any addenda thereto issued in advance of the proposal opening date.

Contractor's License Classification: The Contractor shall possess a Class A General Engineering Contractor license issued by the State of California Contractors State License Board at the time of contract award. The Contractor's subcontractor(s) performing work shall possess the appropriate state licenses for the work to be performed on each specialty subcontracted. Each bidder shall submit a copy of its active contractor's licenses with the bid documents. The awarded Contractor and subcontractors will also be required to obtain a City Business License.

Obtaining or Inspecting Contract Documents: Plans, specifications and other contract documents may be examined at the City of Blythe, Department of Public Works, 440 S. Main, Blythe, California 92225, Telephone (760) 922-6611. Copies of the contract documents may be obtained upon payment of a non-refundable fee of **$150.00** for each set (11"x17" plan set). Requests that contract documents be mailed must be accompanied by an additional fee of $**20.00** for a total of **$170.00** for each set. The additional fee will be waived if an active Federal Express account number is provided. The plans and specifications documents will be posted on the City of Blythe website at: http://www.cityofblythe.ca.gov. There will be no charge if bidders are willing to obtain electronic copies of the plans and specifications from the City website. If the Contractor purchases plans and specifications from the City, any addenda will be forwarded directly to the Contractor. If the Contractor downloads the plans and specifications from the websites, any addenda will be posted on the website and it will be the responsibility of the Contractor to acquire the addenda from this source.

The specifications setting forth requirements and the work to be performed is comprised of the following:

Section 1	Invitation for Proposals
Section 2	Instructions to Bidders
Section 3	Proposal Forms
Section 4	Contract and Bond Forms
Section 5	General Conditions
Section 6	Special Conditions
Section 7	Technical Conditions
Section 8	Plans

All questions regarding bidding, the bidding process and the project plans, specifications and contract documents shall be communicated to the City during the mandatory pre-bid meeting scheduled for **Thursday, August 11th, 2016 at 10:00 AM**. The City will receive questions concerning the project until **Tuesday, August 18th, 2016 at 4:00 PM.** Questions concerning this project can be address to Mr. Armando Baldizzone, Public Works Director at 440 S. Main St., e-mail abaldizzone@cityofblythe.ca.gov, phone (760) 922-6611.

All bidders are advised to observe the project conditions.

Report Fraudulent Activities: The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Bidder's Bond: No proposal will be considered unless it is accompanied by a proposal security in the form of cash, a certified check, or a cashier's check, equivalent to ten percent (10%) of the total bid as set forth in the bidder's proposal, payable to the order of the City of Blythe, to guarantee that if a proposal is accepted, a contract will be entered into and its performance secured. A Bidder's Bond to like effect and amount with a corporate surety will be acceptable for this project. Bids must be in writing and signed by or on behalf of the bidder.

Wage Requirements: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Blythe 235 N. Broadway Blythe, California and available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. Future effective general prevailing wages rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contract Time: The work includes but is not limited to providing all required equipment and improvements for the **14th Avenue Rehabilitation Project from Lovekin to Broadway.** All work shall be completed within **forty five (45) calendar days** following receipt of a written Notice to Proceed from the City.

Award of Contract: The contract will be awarded on the basis of lowest price from a responsive and responsible bidder and will provide for progressive payments and liquidated damages as fixed in the specifications. All proposals must be made on the forms as contained in the specifications for the previously described project and shall in all respects comply with the Instructions to Bidders and Contract Documents. Bids must be in writing and signed by or on behalf of the bidder.

Bonding and Insurance Requirements: The successful bidder will be required to furnish a Performance Bond for 100% of the contract price to secure fulfillment of all the bidder's obligations under such contract. The successful bidder will further be required to furnish a Labor and Material Bond for 100 % of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Contractor's General Public Liability and Property Damage Insurance, Workers Compensation Insurance, and "All Risk" Type Builder's Risk Insurance will be required during the contract time.

Pre-Construction Conference: Prior to the start the **14th Avenue Rehabilitation Project** the City will conduct a Pre-Construction Conference. At the conference the City will review the planned project with the Engineer, Resident Inspector, Contractor, and other interested parties.

Retainage from Payments: Monthly progress payments shall be made to the Contractor for the value of the work completed during the preceding month, less a five percent (5%) security withhold.

The City reserves the right to reject any or all bids or any parts thereof and to waive any irregularities or informalities in any bid or in the bidding process and to make a contract award in the best interest of the City.

No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the opening of bids.

CITY OF BLYTHE, Dated: July 21, 2016.

Published: The Palo Verde Times; The Press Enterprise; The Desert Sun

Mallory Sutterfield, City Clerk
July 29, 2016
August 5, 2016

SECTION II -- INSTRUCTIONS TO BIDDERS

A. General Information

1. Bids will be received at the City of Blythe, office of the City Clerk, 235 North Broadway, Blythe, California 92225 until **TUESDAY, AUGUST 30TH, 2016 AT 2:00 PM** prevailing local time at which time they will be publicly opened and read aloud in the Multipurpose Room at said address.

2. Each bid must be submitted in a sealed envelope, addressed to the City of Blythe, City Clerk, 235 North Broadway, Blythe, California 92225. Each sealed envelope containing a bid must be plainly marked on the outside as bid for:

   14TH AVENUE REHABILITATION PROJECT

   and the envelope should bear on the outside the name of the bidder, his/her address, his/her license number and classification, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Blythe, Office of the City Clerk, 235 North Broadway, Blythe, California 92225.

B. Scope of Work

1. The project consists of grinding, removal and overlay of asphalt pavement, demolition and construction of curb, gutter, sidewalk and spandrels, and the construction of ADA ramps on West 14th Avenue in the City of Blythe, County of Riverside; State of California. Proposals shall conform to the requirements of this Invitation for Proposals and other documents listed herein and any addenda thereto issued in advance of the proposal opening date.

C. Bidding Procedures:

1. Each bidder, by submitting its bid, represents that it understands the scope of work and its obligation with respect to performance. All bidders must submit their proposals on the forms provided. To be valid, a bid must be received at the place and before the time designated, or prior to any extension granted by an addendum. No bidder may withdraw, adjust, or modify its bid for a period of sixty (60) days after the acceptance of bids. Addenda will be provided to each bidder of record and will be placed on file at the location for bidding documents. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the bidder.

D. Examination of Bidding Documents:

1. All interpretations and/or corrections of the bidding documents shall be in writing by the City of Blythe, in the form of addenda. No other interpretations or corrections shall be considered valid for bidding purposes. Any bidder planning to submit a proposal is responsible for examining with appropriate care the complete specifications and all addenda, and is also responsible for informing itself with respect to all conditions, which might in any way affect the performance of any work.

2. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

E. Qualification of Bidders:

1. Each bidder, by submitting its bid, represents that it is qualified to perform the scope of the work for which it submits its proposal. It further represents that it can do so in the time specified. Each bidder shall submit with its proposal an experience statement substantially in the form included in the Proposal Forms. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

2. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

3. No bid will be accepted from a Contractor who has not been licensed in accordance with both the provisions of Division 3, Chapter 9 of Business and Professions Code. Contractors shall possess the following California Contractor's licenses, or such other licenses as may be allowed by law, at the time of award of the prime contract in order to perform the work: Class "A". Subcontractors must possess the appropriate licenses for each specialty subcontracted. Each bidder shall submit a copy of its active contractor's licenses with the bid documents. All electricians who work on this project shall be State-certified and show proof of certification, prior to commencement of work.

4. In addition to professional licensure, no bid will be accepted from a Contractor, or its subcontractors, without proof of current registration with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 of each Contractor and subcontractor identified in the bid. It is the responsibility of the Contractor to ensure that its business name appears in the DIR's Public Works Contractor Registration database prior to submitting a bid package. The DIR Public Works Contractor Registration database can be found online at https://efiling.dir.ca.gov/PWCR/Search. This project is subject to continuing compliance monitoring and enforcement by the DIR

F. Preparation and Submission of Proposals:

1. Proposals shall be submitted on the unbound copy of the forms provided with the bound specifications. The copy shall be properly executed as described above, and any interlineation, alterations, or erasures shall be formally explained and initialed by the bidder. Failure to comply with this requirement may be cause for rejection of the proposal. Each proposal shall show the full legal name and business address of the bidder, including its street address, and shall be signed with the usual signature of the person or persons

authorized to bind the bidder and shall be dated. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint venturers. The State of Incorporation shall be stated when the corporation is a party as a bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by the City, satisfactory evidence of the authority of any signatory on behalf of the bidder shall be furnished. The proposal shall be enclosed in a sealed envelope, distinctly marked "proposal" and bearing the project title as given and the name and address of the bidder.

2. All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be completed and executed when submitted. Only one copy of the bid form is required.

3. The following forms shall be completed and signed (where required), and submitted together to constitute a fully responsive bid:
   - PROPOSAL FORMS
   - SCHEDULE OF ITEMS AND PRICES
   - BIDDER'S BOND
   - LIST OF PROPOSED SUBCONTRACTORS
   - EXPERIENCE STATEMENT
   - CERTIFICATION OF NON-SEGREGATED FACILITIES
   - MAJOR MATERIAL SUPPLIERS INFORMATION
   - CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS
   - EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
   - PUBLIC CONTRACT CODE

   In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

G. Site Inspection and Conditions:

1. In addition to examination of the specification, each prospective bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the project area by contacting the Department of Public Works. Any failure to fully investigate the site or the foregoing conditions shall not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing any work. Neither the City nor any of its representatives or agents assumes the responsibility for any understanding or representation made by the City or any of its representatives or agents prior to the execution of a contract pursuant to the specification.

2. Bidders must satisfy themselves of the accuracy of the estimated quantities on the drawings and narrative by examination of the site and a review of the drawings and specifications

including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

H. Proposal Openings and Award of Contracts:

1. Proposals will be kept unopened until the time stated for opening of proposals. At such time, the contents of the proposals will be made public. No responsibility shall be attached to the City or any of its officers, employees, or representative for the premature opening of proposals. All bidders or their authorized representatives are invited to be present at the proposal opening. The successful bidder will be notified in writing by the City of the award of contract within sixty (60) calendar days after opening of proposals. Accompanying the City's Notice of Award will be the contract, which the successful bidder will be required to sign and return, together with the performance bond, payment bond, and insurance coverage.

2. All of the above documents shall be returned to the City within ten (10) calendar days following receipt of the Notice of Award. The City will promptly determine whether such contract, bonds, certificates of insurance and other required documents are as required by the specifications, and upon such determination will forward a fully signed copy of the contract and a Notice to Proceed to the successful bidder, provided that the City reserves the right to issue a Notice to Proceed at any time prior to forwarding such contract. The failure of any bidder to whom the City may award the contract as aforesaid to properly sign and return to the City the contract, together with the required performance bond, payment bond, certificates of insurance and other documents within the specified time period, shall entitle the City to declare a breach of contract by such bidder, to award the contract to another bidder in accordance with the provisions of the specifications, and to declare a forfeiture of the bidders proposal security accompanying its proposal. In the event of such failure, the City will suffer damage, the amount of which is difficult, if not impossible, to ascertain, and the City shall therefore be entitled to retain the amount of such cashier's or certified check, or to enforce the provisions of said bid bond in the amount thereof, as liquidated damages for such breach of contract. The City will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the performance bond and payment bond have been executed and approved, after which it will be returned. A cashier's check may be used in lieu of a bid bond.

3. The award of the contract, if it be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements prescribed.

I. Acceptance or Rejection of Bids:

1. The contract will be awarded to the lowest responsive, responsible bidder, provided that all bidders acknowledge the right of the City to accept or reject any and all bids and to waive any informality or irregularity in any bid received.

J. Worker's Compensation Notice:

1. As required by §1860 of the California Labor Code and in accordance with the provisions of §3700 of said Labor Code, every Contractor shall be required to secure worker's compensation insurance to protect its employees.

2. In accordance with §1861 of the California Labor Code, the Contractor shall furnish the City a notarized statement as follows" "I am aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

K. Proposal Security:

1. No proposal will be considered unless it is accompanied by a proposal security in the form of cash, a certified check or a cashier's check, payable to the order of the City of Blythe for a sum not less than ten (10%) of the total bid as set forth in the bidder's proposal, or a bidder's bond in the same amount executed as surety by a corporation acceptable to the City and authorized to issue such surety bonds in the State of California. Such bond shall be in substantial conformity with the form included in Section III, Proposal Forms, of the specifications.

2. If the successful bidder fails to enter into the contract, the bidder’s security shall be forfeited to the city.

L. Bonds and Insurance Policies:

1. The bidder to whom the contract award is made shall furnish to the City a performance bond and a payment bond, executed as surety by a corporation acceptable to the City and authorized to issue surety bonds in the State of California. Such bonds shall be substantially in the form included in Section IV of the specifications. Such performance bond and payment bond shall be for **one hundred percent (100%)** of the total bid as set forth in the bidder's proposal. The entire cost of these bonds shall be borne by the successful bidder. The successful bidder shall, at the time of execution of the contract, deliver to the City two (2) copies of the certificates, on the carrier's forms, attesting to the fact that the required policies of insurance have been obtained.

M. Identification of Subcontractors:

1. In accordance with §4104 of the California Public Contract Code, each bidder, in its 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 one percent (0.50%) of the Contractor's total bid or in the case of streets and highways work, one-half (1/2) of one percent (1%) or ten thousand dollars ($10,000) whichever is greater; and (2) The portion of the work which will be done by each such subcontractor.

2. In accordance with §4107 of the California Public Contract Code, no Contractor whose bid is accepted shall without consent of the City either: (a) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (b) Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (c) Sublet or subcontract any portion of the work in excess of one half of one percent (0.50%) of the Contractor's total bid as to which his original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in §4106, 4110, and 4111 of the Public Contract Code

N. Wage Rates:

1. The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the City, to which reference is hereby made for further particulars.

2. Said prevailing wage rate of per diem wages will be made available to any interested party upon request and a copy thereof shall be posted at each job site. During the performance of this contract the Contractor shall comply with the wage guidelines listed after Item P, Specific Wage Rates for the Project.

O. Statutory Penalty for Failure to Pay Minimum Wages:

1. In accordance with §1775 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made and awarded, forfeit not more than two hundred dollars ($200.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the contract by the Contractor or by any subcontractor under the Contractor. The amount of the penalty shall be determined by the Labor Commissioner in accordance with the above section.

P. Statutory Penalty for Unauthorized Overtime Work:

1. In accordance with §1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit twenty-five dollars ($25.00) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of §1810-1815 of the California Labor Code.

Q. Subcontracting

1. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor

on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

2. The Contractor is to note provisions in the third paragraph of Section 8-1.01, "Subcontracting," of Caltrans Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price.

R. Removal of Asbestos and Hazardous Substances

1. When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

2. In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

3. If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

S. Prompt Progresses Payment to Subcontractors

1. Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

T. Prompt Progresses of Withheld Funds to Subcontractors

1. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of Caltrans Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

U. Apprenticeship Requirements:

1. Contractor agrees to comply with §1777.5, 1777.6, and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with §1777.5) and Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in §3077 of the Labor Code.

2. Only apprentices, as defined in §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations.

SECTION III -- PROPOSAL FORMS

1--PROPOSAL FORMS

CONTRACTOR

The undersigned hereby proposes to the City of Blythe to furnish all labor, technical and professional services, supervision, materials, and equipment and to perform all operations necessary and required to complete the **CITY OF BLYTHE 14TH AVENUE REHABILITATION PROJECT FROM LOVEKIN TO BROADWAY.**

The work shall be completed in accordance with the provisions of this document and the associated drawings, and at the prices stated opposite the respective items set forth in the Schedule of Items and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to the City of Blythe which cannot be withdrawn for sixty (60) calendar days from and after the date set for opening of proposals, or until a contract is fully executed by the City and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of this document, the drawings, narrative and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Items and Prices; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and it understands and agrees that the City of Blythe will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned represents that it has made careful examination of this document and the drawings and by examination of the actual site conditions has satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work and all other matters which can in any way affect the work or the cost thereof. If awarded a contract, the undersigned agrees to execute and deliver to City of Blythe within ten (10) calendar days, a signed contract, the necessary insurance certificates, and all other required documents. Upon receipt of a Notice to Proceed, the undersigned shall complete all work within **forty five (45) calendar days**. **Liquidated damages** in the amount of **one thousand dollars ($1,000.00) per calendar day** shall be assessed after the designated **forty five (45) calendar** days have expired.

The undersigned represents that they understand that the City retains the privilege of deleting work items from the final contract.

The undersigned represents that they have or will obtain a valid City of Blythe Business License.

The undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is _____ and that said license expires _____, 20 _____ .

Bidder: _____

(SEAL) By: _____

Title _____

_____
(Type or print name)

BIDDER'S BUSINESS ADDRESS

_____

_____

Dated: PHONE ( ) _____

NOTE:
If bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, provide full names of all partners or joint venturers.

SECTION III -- PROPOSAL FORMS

2--SCHEDULE OF ITEMS AND PRICES

In accordance with City's INVITATION FOR PROPOSALS, 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 and any addenda, thereto, and to perform all work in the manner and time prescribed therein.

BIDDER understands that a bid is required for the entire work. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, bonds, taxes, royalties, transportation and fees.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City's option, be considered null and void.

In case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT FROM S. LOVEKIN BLVD.TO S. BROADWAY
SCHEDULE OF QUANTITIES AND PRICES

1	MOBILIZATION, SUPERVISION, PERMITS, LICENSES, BONDS, TAXES, PROJECT SIGN, DRINKING WATER, TEMPORARY RESTROOMS, DEMOBILIZATION, AND CLEANUP..	1	LS	$ 25,000.00	$ 25,000.00
2	REMOVE MILL, OR GRIND 1½" EXISTING ASPHALT PAVEMENT TO EXPOSE AND HAUL OFF TO APPROVED DUMP SITE OR RECYCLE PLANT	15,000	SY		
3	REMOVE EXISTING CURB AND GUTTER	205	L.F.		
4	REMOVE EXISTING SIDEWALK	245	S.F.		
5	REMOVE EXISTING A.D.A. RAMP	6	EA		
6	CONSTRUCT SIDEWALK PER CITY OF BLYTHE STD. DWG. NO. S-206C	240	S.F.		
7	CONSTRUCT 6-INCH TYPE "A" CURB & GUTTER PER CITY OF BLYTHE STD. DWG. NO. S-208	210	L.F.		
8	CONSTRUCT CROSS-GUTTER & SPANDREL PER CITY OF BLYTHE STD. DWG. NO. S-207	670	S.F.		
9	CONSTRUCT HANDICAP RAMP PER CALTRANS STANDARD RSP A88A CASE C	6	EA.		
10	ASPHALT EXTENSION JOINT PER CITY OF BLYTHE S-230	955	S.F.		
11	SAWCUT LINE TO EXISTING BASE.	480	L.F.		
12	ADJUST WATER VALVES TO GRADE.	15	EA.		
13	ADJUST MANHOLE COVER TO GRADE.	25	EA.		
14	ADJUST GAS VALVE TO GRADE	5	EA.		
15	CONSTRUCT NEW 3 INCHE AC PAVEMENT OVER EXISTING PAVEMENT FROM LOVEKIN BOULEVARD TO BROADWAY.	2,535	TONS		
16	CONSTRUCTION MATERIAL TESTING	1	LS		

17	TRAFFIC CONTROL	1	LS		
18	SIGNING & STRIPING	1	LS		
19	FORCE ACCOUNT ALLOWANCE	1	LS	$ 14,000.00	$ 14,000.00

Total Project Bid Price in Numbers (Items 1-19) $ _____

Total Project Bid Price in Numbers (Items 1-19) $_____

Total Bid in Words _____

_____

_____

Notes:
Prices shall include all work and material required in the Plans and Specifications although not specifically said on the Bid Schedule. Bids are to be submitted for the entire work.

The bidder shall set forth for lump-sum item a total for all components considered to be included in the bid item, all in clearly legible figures in the respective spaces provided for this purpose.

The Contract prices paid for the work shall include full compensation for all taxes which the contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. No tax exemption certificate nor any document designed to exempt the contractor from payment of any tax will be furnished to the contractor by the City as to any tax or labor, services, materials, transportation, or any other items furnished pursuant to the contract.

The City of Blythe retains the right to award on the basis of bids received or to reject any or all bids.

No conditional bids will be accepted.

The undersigned hereby acknowledges the receipt of the following addendum:

None ☐ No. 1 ☐ No. 2 ☐ No. 3 ☐ No. 4 ☐ No. 5 ☐

_____ Date_____
Name of Contractor

_____
Signature

_____
Address

_____
City State Zip

SECTION III -- PROPOSAL FORMS

3--BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, are firmly held and bound unto the City of Blythe, organized and existing under the laws of the State of California, sometimes referred to as the City, in the sum of $_____ (which is a sum no less than ten (10%) percent of the amount of the total bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal has submitted to the City the accompanying Proposal dated _____, for the construction of:

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

NOW, THEREFORE, if the Principal withdraws said proposal within the period specified in said Proposal, or if the Principal shall not, within ten (10) calendar days after the receipt from the City of Notice of Award of the Contract for any reason whatsoever except the fault of the City, enter into the Contract with the City in accordance with the Principal's Proposal, give bonds with good and sufficient surety and furnish the certificates of insurance as stated in said Proposal, then the above obligation shall be and remain in full force and effect; otherwise it shall be null and void. In the event suit is brought upon this Bond by the City and judgment is recovered, the surety and sureties shall pay all costs incurred by the City in such suit, including attorney's fees to be fixed by the court.

Dated: _____,

(Principal)

_____

_____

(Business Address)

In presence of:

_____

_____

_____

(Address)

(Seal)

_____

(Surety)

_____

(Business Address)

In presence of:

_____

_____

_____

(Address)

SECTION III -- PROPOSAL FORMS

4--LIST OF PROPOSED SUBCONTRACTORS

If awarded the contract, the bidder proposes to employ the following subcontractors, which will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.50%) of the total amount bid or in the case of streets and highways work, one-half (1/2) of one percent (1%) or ten thousand dollars ($10,000) whichever is greater. The bidder shall not be allowed to substitute another subcontractor for the subcontractor listed below without the written approval of the City. If no subcontract work is proposed, except within the one-half of one percent (0.50%) limit set forth above, the bidder shall so state.

Subcontractor Name: _____
Address: _____
License Number: _____ Expiration Date: _____
Description of Work to be Subcontracted: _____

Subcontractor Name: _____
Address: _____
License Number: _____ Expiration Date: _____
Description of Work to be Subcontracted: _____

Subcontractor Name: _____
Address: _____
License Number: _____ Expiration Date: _____
Description of Work to be Subcontracted: _____

Subcontractor Name: _____
Address: _____
License Number: _____ Expiration Date: _____
Description of Work to be Subcontracted: _____

Subcontractor Name: _____
Address: _____
License Number: _____ Expiration Date: _____
Description of Work to be Subcontracted: _____

Subcontractor Name: _____
Address: _____
License Number: _____ Expiration Date: _____
Description of Work to be Subcontracted: _____

SECTION III -- PROPOSAL FORMS

5--EXPERIENCE STATEMENT

The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

a. The bidder has been engaged in the contracting business under its present business name for _____ years.

b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.

c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).

1. _____

2. _____

d. The following contracts covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms or authorities):

Name of Owner: _____
Telephone Number: _____
Amount of Contract: _____ Year Completed: _____
Type of Work: _____
_____

Name of Owner: _____
Telephone Number: _____
Amount of Contract: _____ Year Completed: _____
Type of Work: _____
_____

Name of Owner: _____
Telephone Number: _____
Amount of Contract: _____ Year Completed: _____
Type of Work: _____
_____

Name of Owner: _____
Telephone Number: _____
Amount of Contract: _____ Year Completed: _____
Type of Work: _____
_____

Name of Owner: _____
Telephone Number: _____
Amount of Contract: _____ Year Completed: _____
Type of Work: _____
_____

SECTION III -- PROPOSAL FORMS

6--CERTIFICATION OF NON-SEGREGATED FACILITIES

The Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

_____ _____

Signature Date

_____

Name and Title of Signer (Please Type)

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.A. 1001.

SECTION III -- PROPOSAL FORMS

7--MAJOR MATERIAL SUPPLIERS INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed shall be furnished under the bid.

ITEM	SUPPLIER	MANUFACTURER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

* Attach list of additional suppliers if additional space is needed.

Awarding of a contract under this bid will not imply approval by the City of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturer or suppliers cannot meet the specifications.

SECTION III -- PROPOSAL FORMS

8--CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. The pertinent requirements and wage rates are on file at the City Clerks Office, 235 North Broadway Blythe, California 92225.

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

_____
Name of Contractor

_____ Date_____
Signature

_____
Address

_____
City State Zip

SECTION III -- PROPOSAL FORMS

9-EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

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

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

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

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

SECTION III -- PROPOSAL FORMS

10-PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

YES ☐ NO ☐

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

_____

_____

_____

SECTION III -- PROPOSAL FORMS

PUBLIC CONTRACT CODE 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

SECTION III -- PROPOSAL FORMS

11-NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of BLYTHE, *DEPARTMENT OF PUBLIC WORKS*.

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

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

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

SECTION IV -- CONTRACT AND BOND FORMS

1--NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

The City of Blythe has considered the bid submitted by you for the above-described work in response to its Invitation for Proposals and Information for Bidders dated **_____.**

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices in the proposal forms in the amount of **$_____.**

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY OF BLYTHE.

Dated this ___ day of _____, 2015.

CITY OF BLYTHE - OWNER

_____
By: Armando Baldizzone, P.E.
Public Works Director/City Engineer

2--ACCEPTANCE OF NOTICE

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

Receipt of the above Notice of Award is hereby acknowledged this the _____day of _____, 2015**.**

_____ _____
Name of Contractor Signature

_____ _____
Address Date

_____
City State Zip

SECTION IV -- CONTRACT AND BOND FORMS

3--PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ a _____
(Name of Contractor)
hereinafter called Principal and _____
(Name of Surety)
hereinafter called Surety, are held and firmly bound unto The CITY OF BLYTHE, 235 North Broadway, Blythe, California 92225, hereinafter called OWNER, in the total aggregate penal sum of ($_____) dollars in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this obligation is such that whereas the Principal entered into a certain contract with the Owner, dated the _____th day of_____, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one (1) year guaranty period and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its Subcontractors.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or work to be performed there under or the specifications accompanying same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the Work or the Specifications. .

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or the contract, shall include any alteration, addition, extension, or modification of any character whatsoever

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, .

ATTEST:

_____
Principal

_____
[Witness as to Principal]

By _____
Signature

[SEAL]

_____
Address

_____
Witness as to Surety

_____
Surety

[SEAL]

By_____
Signature

_____
Address

SECTION IV -- CONTRACT AND BOND FORMS

4--PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____a _____
(Name of Contractor)
hereinafter called Principal and _____
(Name of Surety)
herein after called Surety, are held and firmly bound unto CITY OF BLYTHE, 235 North Broadway, Blythe, California 92225, hereinafter called Owner, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of ($_____) dollars in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

CITY OF BLYTHE
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection of such Work, and for all labor cost incurred in such Work including that by a Subcontractor, and to any mechanic or material person lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct contract with the Principal or its Subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the contract as so amended. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or the contract, shall include any alteration, addition, extension, or modification of any character.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, .

ATTEST:

_____
Principal

_____
[Witness as to Principal]

By_____
Signature

[SEAL]

_____
Address

_____
[Witness as to Surety]

_____
Surety

[SEAL]

By_____
Signature

_____
Address

SECTION IV -- CONTRACT AND BOND FORMS

5--INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such claims shall include:

a. Claims under workmen's compensation, disability benefits and other similar employee benefit acts.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

d. Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the owner.

The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

Insurance shall be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any one time resulting therefore, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 for all aggregate for any such damage sustained by two or more persons in any one accident.

The Contractor shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under the Worker's Compensation statute, the Contractor shall provide adequate and suitable insurance for the protection of his employees not otherwise covered.

The Contractor shall secure "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the City of Blythe.

SECTION IV -- CONTRACT AND BOND FORMS

6--CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the CITY OF BLYTHE, do hereby certify as follows:

I have examined the attached contract(s), performance and payment bonds and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the Contractor's insurance coverage complies with the requirements of the contract.

_____

Attorney's Signature

_____

Date

SECTION IV -- CONTRACT AND BOND FORMS

7--AGREEMENT

THIS AGREEMENT, dated _____, 2015, is made by the City of Blythe, a municipal corporation, ("City") and _____ a _____, ("Contractor").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of the rehabilitation of 14TH Avenue from S. Lovekin Boulevard to S. Broadway Street. The project consists of grinding, removal and overlay of asphalt pavement, demolition and construction of curb, gutter, sidewalk and spandrels, and the construction of pedestrian ramps.

The Work is further described in the "Contract Documents" referred to below.

The Project is "14TH Avenue Rehabilitation Project".

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the Contractor's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of California Building Code; 2012 International Building Code Edition; Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond; certificates of insurance; and all addenda setting forth any modifications or interpretations of those documents. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in the agreement.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The City's Representative is Armando Baldizzone, who shall be referred to herein as the Project Manager ("Project Manager").

4. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of City by the Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

5. EQUIPMENT - PERFORMANCE OF WORK.

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his designee, and subject to his approval.

6. CONTRACT PRICE - $ _____.

7. TIME OF PERFORMANCE.

Work shall begin within ten (10) days after the date this Agreement is executed by City unless a later time is agreed upon in writing by the parties, and the Work shall be completed within **forty five (45) calendar days** from the first day of commencement of the Work.

8. OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK.

If Contractor refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if Contractor fails to complete the Work on time, or if Contractor, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to Contractor and Contractor's sureties of the City's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the City, this Agreement may be terminated at the option of City effective upon

Contractor's receipt of a second notice sent by the City indicating that the City has exercised its option to terminate.

If Contractor is adjudged a bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by City.

9. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, City may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to Contractor or his sureties, or deduct from payments or credits due Contractor, a sum equal to $1,000 as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the City would suffer for each day that the Contractor fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause City to incur costs and expenses not contemplated by this Agreement.

10. PERFORMANCE BY SURETIES.

In the event Contractor fails or refuses to perform the Work, City may provide Contractor with a notice of intent to terminate as provided in paragraph 8, of this Agreement. The City shall immediately give written notice of such intent to terminate to Contractor and Contractor's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after City's giving notice of termination, (a) give the City written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the City that the Work shall be performed diligently and in a timely manner; and, (c) must commence performance thereof within five (5) days after providing notice to the City of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, City may take over the Work and complete it, at the expense of Contractor, and the Contractor and the sureties shall be liable to City for any excess costs or damages including those referred to in Paragraph 9, incurred by City. In

such event, City may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to Contractor as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

11. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which Contractor may be required to do, or respecting any payment to Contractor during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his decisions shall be final and binding upon Contractor and his sureties.

12. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, Contractor shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for Contractor.

13. INSPECTION BY CITY.

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. City shall have the right of access to the premises for inspection at all times. However, City shall, at all times, comply with Contractor's safety requirements on the job site.

14. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

Contractor warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. Contractor, at Contractor's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by City. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by Contractor.

15. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, Contractor shall meet with the Project Manager or his designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the Contractor setting forth the amount to be paid and providing for a 5% retention. Upon approval of the progress payment order by the City Engineer, or his designee, it shall be submitted to City's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, City shall mail to Contractor a warrant for the amount specified in the progress payment order as the amount to be paid. Unless otherwise authorized under law, the retained five percent (5%) shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion of the Work by the City and after Contractor shall have furnished releases of all claims against City by persons who furnished labor or materials for the Work, if required by City.

Upon the request of Contractor and at his expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to City for substitution for the retained funds. If City approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. Contractor shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to City arising out of Contractor's or any subcontractor's Work under this Agreement; City shall give notice thereof to Contractor, and Contractor shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to City. If City does not receive notice within the above-mentioned thirty-five day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, City may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to Contractor upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this

provision shall be one thousand dollars ($1,000), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars ($5,000).

16. PROMPT PAYMENT OF SUBCONTRACTORS.

The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City.

The Contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

17. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by Contractor to City, Contractor shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to City. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

Contractor shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

Contractor guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and

specifications set forth in the most current edition of Caltrans Standard Specifications. Contractor shall, at his own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that Contractor shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to City pursuant to this provision shall be cumulative with all rights and remedies available to City pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by Contractor nor his furnishing of the Bonds, nor acceptance thereof by City, shall constitute a waiver of any rights or remedies available to City against Contractor.

18. INDEMNIFICATION.

Contractor agrees to protect, defend, indemnify and hold harmless City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement, except that the indemnity obligation of Contractor shall be reduced by an amount proportional to the active negligence of City, if any.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and Contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by Contractor or any subcontractor or others performing on behalf of Contractor.

City does not, and shall not, waive any rights against Contractor which it may have by

reason of the above hold harmless agreements, because of the acceptance by City or the deposit with City by Contractor of any or all of the insurance policies described in this Agreement.

The hold harmless agreements by Contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of Contractor or any subcontractor or others performing on behalf of Contractor, whether or not such insurance policies are applicable. Contractor shall require any and all tiers of subcontractors to afford the same degree of indemnification to the City of Blythe and its elected and appointed boards, officers, agents, and employees that is required of Contractor and shall incorporate identical indemnity provisions in all contracts between Contractor and all tiers of his subcontractors.

In the event that Contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of Contractor, or by a dangerous condition of City's property created by Contractor or existing while the property was under the control of Contractor, Contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

19. INSURANCE.

(1) Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

(2) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Blythe and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Contractor's insurance coverage shall be primary

insurance as respects the City of Blythe, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Blythe shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Blythe, its officers, officials, agents, employees, and volunteers.

(e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(4) Non-limiting. Nothing in herein shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

20. PROOF OF INSURANCE.

Certificates of insurance and additional insured endorsements shall be furnished to the City thirty (10) days after the effective date of this Agreement, and no payments for services provided by the Developer under this Agreement shall be made by the City until it is in receipt of said certificates. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right but not the duty to obtain replacement insurance and to charge the Developer for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Developer.

21. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight hours of labor shall constitute a legal day's work during any one calendar day.

Contractor shall forfeit to City the sum of twenty-five dollars ($25.00) for each workman employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

22. PREVAILING WAGE SCALE.

Contractor shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

Contractor, who is engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work shall furnish each month to City's Project Administration Division a statement with respect to the wages of each of its employees during the preceding monthly payroll period.

23. NON – DISCRIMINATION.

In performing this Agreement, Contractor will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

24. CONTRACT ASSURANCE.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The Contractor will require that the above provision is included in all subcontracts.

25. PROVISIONS CUMULATIVE

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

26. NOTICES.

It shall be the duty and responsibility of Contractor to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either

personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City pursuant to this Agreement shall be addressed as follows:

The City of Blythe
235 N. Broadway
Blythe, California 92225

Attention: Construction Management

Notices required to be given to Contractor shall be addressed as follows:

_____

_____

_____

_____

Notices required to be given to Contractor's sureties shall be addressed as follows:

_____

_____

_____

_____

27. INDEPENDENT CONTRACTOR.

27.1 The parties hereto acknowledge and agree that the relationship between City and Contractor is one of principal and independent Contractor and no other. All personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that Contractor is not a partner with City, whether general or limited, and no activities of City or Contractor or statements made

by City or Contractor shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent Contractor relationship.

27.2 PERS Eligibility Indemnity.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

28. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

29. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of Riverside County, California.

30. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

31. ASSIGNABILITY

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

32. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver

33. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

34. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

35. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

36. ADDITIONAL SERVICES.

Contractor shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by City prior to Contractor performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from City shall be barred and are

unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written

ATTEST:

_____

City Clerk of the City of Blythe

APPROVED AS TO FORM:

_____

_____

City Attorney

APPROVED FOR CONTENT:

_____

Project Manager

CITY OF BLYTHE

_____

Mayor of the City of Blythe

CONTRACTOR:

_____

(Name)

Title: _____

State License No.:_____

Federal Tax I.D. No.:_____

Address:_____

_____

Telephone:_____

SECTION IV -- CONTRACT AND BOND FORMS

8--NOTICE TO PROCEED

TO: **Date:**

Attn:

PROJECT: **CITY OF BLYTHE**
14TH AVENUE REHABILITATION PROJECT
FROM S. LOVEKIN BLVD.TO S. BROADWAY

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work within **forty-five (45)** consecutive calendar days thereafter. The date of completion of all work is therefore _____.

CITY OF BLYTHE

:

By:_____

Title: Project Manager

Receipt of the above Notice to Proceed is hereby acknowledged on this the _____ day of _____,.

Contractor

By:_____

Title:_____

Employer Identification Number:
Telephone Number:
Facsimile Number:

SECTION V- GENERAL CONDITIONS

1--DEFINITIONS

Wherever used in the **CONTRACT DOCUMENTS**, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.01 **BLANK**

1.02 **ADDENDA** -- Written or graphic instruments issued prior to the Agreement, which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

1.03 **BID** -- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.04 **BIDDER** -- Any person, firm, or corporation submitting a bid for the work.

1.05 **BONDS** -- Bid, Performance, and Labor & Material Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

1.06 **CHANGE ORDER** -- A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing any adjustments in the contract price or contract time.

1.07 **CITY** -- The City of Blythe, California

1.08 **CONTRACT DOCUMENTS** -- The contract, including information for bidders, Notice of Award, Agreement, Labor and Material Bond, Performance Bond, Notice to Proceed, General Conditions, Special Conditions, Drawings, Insurance Requirements, and Addenda.

1.09 **CONTRACT PRICE** -- The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.

1.10 **CONTRACT TIME** -- The number of calendar days stated in the Contract Documents for the completion of the work.

1.11 **CONTRACTOR** -- The person, firm, or corporation with whom the Owner has executed the Agreement for any one or multiple bid divisions.

1.12 **BLANK**

1.13 **DRAWINGS** -- The parts of the Contract Documents, which show the characteristics, and scope of the work to be performed and which have been prepared or approved by the Engineer.

1.14 **ENGINEER** -- Designated representative of the City of Blythe.

1.15 **FIELD ORDER** -- A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

1.16 **NOTICE OF AWARD** -- Written notice of the acceptance of the bid from the Owner to the successful bidder.

1.17 **NOTICE TO PROCEED** -- Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

1.18 **OWNER** -- City of Blythe

1.19 **PROJECT** -- The undertaking to be performed as provided in the Contract Documents.

1.20 **RESIDENT PROJECT REPRESENTATIVE** -- The authorized representative of the Owner who is assigned to the project site or any part thereof.

1.21 **SHOP DRAWINGS** -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

1.22 **SPECIFICATIONS** -- A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship and including the General Conditions, Technical Conditions and Special Conditions.

1.23 **STANDARDS AND SPECIFICATIONS** – Caltrans Standard Specifications latest edition, 2012 Edition of the Standard Specifications for Public Works Construction and the City of Blythe Standard details in the City's Standard Specifications.

1.24 **SUBCONTRACTOR** -- An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

1.25 **SUBSTANTIAL COMPLETION** -- That date certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

1.26 **SPECIAL CONDITIONS** -- Additions to the General Conditions. In the event of a discrepancy, the General Conditions shall govern over the Special Conditions and Technical Conditions.

1.27 **SUPPLIERS** -- Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

1.28 **WORK** -- All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

1.29 **WRITTEN NOTICE** -- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party or their authorized representative on the work.

2--ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.

2.2 The additional drawings and instructions thus supplied will become part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3--DRAWINGS AND SPECIFICATIONS

3.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

3.2 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the City, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities, shall be done at the Contractor's risk.

4--MATERIALS, SERVICES AND FACILITIES

4.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

5--INSPECTION AND TESTING

5.1 All work on the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall make a request to the City for inspection twenty-four (24) hours prior to all needed inspections.

5.2 The City of Blythe will provide all inspection services except for bacteriological testing of water samples, geotechnical testing and other testing required for the project which are the responsibility of the Contractor.

5.3 Inspections, tests, or approvals by the City or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the Contract Documents.

5.4 If any work is covered prior to inspection by the Engineer it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

5.5 A final inspection of all the work will be made by the Owner, and the Contractor.

6--SURVEYS, PERMITS, AND REGULATIONS

6.1 The Engineer of Records shall furnish all necessary construction staking as required.

6.2 The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

6.3 City permits necessary for the prosecution of the work shall be secured by the Contractor and paid for by the City.

6.4 The Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions.

7--PROTECTION OF WORK, PROPERTY AND PERSONS

7.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify the City of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or

indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor shall maintain all portions of the work in a neat, clean and sanitary condition at all times. Toilets shall be furnished by the Contractor where needed for use by all employees and their use shall be strictly enforced. The Contractor shall also be responsible for furnishing and maintaining a potable water supply.

7.3 The Contractor shall keep adequate first-aid facilities and supplies available.

7.4 The Contractor shall assure that his Subcontractors of all tiers shall comply with the foregoing provisions.

8--SUPERVISION BY CONTRACTOR

8.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated within 5 days after the Notice to Proceed in writing by the Contractor as the Contractor's representative at the site. If a supervisor or superintendent is replaced during the project, the name of the new supervisor or superintendent shall be forwarded in writing o the Engineer. If the Engineer is burdened with the responsibilities of the supervisor due to his incompetence or absence, the Contractor shall bear the cost of the engineer's time. The supervisor shall have full authority to act on behalf of the Contractor, including the signature of payment requests, and all communications given to the supervisor shall be as binding ass if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

8.2 The Contractor shall employ only competent and skilled men to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of his employees.

8.3 The Contractor shall be responsible for maintaining labor relations in such manner and by such methods as will provide for harmony among workmen, and, to the extent permissible under federal and state law, shall be bound by the terms and provisions of the Agreement creating the National Joint Board for Settlement of Jurisdictional Disputes, and the Contractor agrees that any decision or interpretation by such Joint Board shall be immediately accepted. The Contractor shall assure that his Subcontractors of all tiers comply with the provisions set forth above.

8.4 The Contractor shall act as an independent Contractor in performing work under the Contract Documents, maintaining complete control over his employees and all of his/her subcontractors. The Contractor shall perform all work in an orderly and workmanlike

manner, enforce strict discipline and order among his employees and assure strict discipline and order by his Subcontractors.

8.5 The Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract Documents and within the time or times specified. Before proceeding with any facilities including but not limited to temporary structures, pipelines, equipment, grading and permanent structures, the Contractor shall, at his expense, furnish the Engineer with such information and drawings relative to such equipment, plant and facilities as the Engineer may request. Upon written order of the Engineer, the Contractor shall promptly remove unsatisfactory equipment and facilities from the site.

9--CHANGES IN WORK

9.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by a Change Order.

9.2 In the event of any emergency, which the City determines endangers life or property, any work required by reason of such an emergency shall be performed in accordance with verbal orders from the City. These orders will be confirmed in writing as soon as practicable. Any such authorization, whether written or verbal, may be accompanied by drawings and data as are necessary to show the extent of such change or extra work. In the event of ordered emergency work, the Contractor shall keep accurate records of actual costs in accordance with Subparagraph 10.2 (c) until such time as Agreement of compensation is reached. Keeping of such records shall not be construed as an indication that this method of compensation is necessarily acceptable for such emergency work and shall not preclude the possibility of an Agreement to pay for such emergency work on a unit-price or lump-sum basis. Upon determination as to the compensation due the Contractor for performing any emergency work, a Change Order shall amend the Contract Documents in writing.

9.3 The Engineer also may at any time by issuing a Field Order make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or time, or both, in which event he shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) calendar days. The Contractor shall execute such changes upon the receipt of an executed Change Order or further instructions from the Owner.

10--CHANGES IN CONTRACT PRICE

10.1 All changes that affect the cost or time of the construction of the project must be authorized by means of a Change Order. The Change Order will include extra work, work for which quantities have been dramatically altered from those shown in the bidding schedule. All changes should be recorded on a Change Order as they occur. Each Change Order must contain complete and detailed justification for all items addressed by the Change Order.

10.2 The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

a. An agreed lump sum.

b. The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

c. Unit prices previously approved.

11--TIME FOR COMPLETION AND LIQUIDATED DAMAGES

11.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents, and the work embraced shall be commenced on the date specified in the Notice to Proceed.

11.2 The Contractor will proceed with the work at such rate of progress to insure full completion within contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

11.3 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

11.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer.

11.4.1 To any preference, priority or allocation order duly issued by the Owner.

11.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, or of the public enemy, acts of Owner, fires floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

11.4.3 To any delays of subcontractors occasioned by any of causes specified in paragraphs 11.4.1 and 11.4.2 of this article.

12--CORRECTION OF WORK

12.1 The Contractor shall promptly remove from the premises all work rejected by the City for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and 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.

12.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

13--SUSPENSION OF WORK, TERMINATION, AND DELAY

13.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and which shall fix the date on which work shall be resumed. The Contractor will resume that work on the dates so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the contract time, or both, directly attributed to any suspension.

13.2 If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen, or suitable material, or equipment, or repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety a minimum of ten (10) days from delivery or a written notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner 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 exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the City and incorporated in a Change Order.

13.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

13.4 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

13.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner, or under an order of court or other public authority, or the City fails to act on any request for payment within sixty (60) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the City or awarded by arbitrators within sixty (60) days after its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the City has failed to act on a request for payment or if the Owner has failed without good cause to make any payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner, stop the work until paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

13.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

14--PAYMENT TO CONTRACTOR

14.1 On or before the last Monday of each and every month during the performance of the Work, Contractor shall meet with the Project Manager or his designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager

and the Contractor setting forth the amount to be paid and providing for a 5% retention. Upon approval of the progress payment order by the City Engineer, or his designee, it shall be submitted to City's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, City shall mail to Contractor a warrant for the amount specified in the progress payment order as the amount to be paid. Unless otherwise authorized under law, the retained five percent (5%) shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion of the Work by the City and after Contractor shall have furnished releases of all claims against City by persons who furnished labor or materials for the Work, if required by City.

Upon the request of Contractor and at his expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to City for substitution for the retained funds. If City approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. Contractor shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to City arising out of Contractor's or any subcontractor's Work under this Agreement; City shall give notice thereof to Contractor, and Contractor shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to City. If City does not receive notice within the above-mentioned thirty-five day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, City may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to Contractor upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be one thousand dollars ($1,000), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be five thousand dollars ($5,000).

14.2 All progress payments and the final payment shall be processed on a "Partial Payment Estimate" form A.I.A. Document G702.

14.3 Prior to substantial completion, the City with the concurrence of the Contractor, may use any completed or substantially completed portions of the work.

14.4 The City shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the City.

14.5 Upon completion and acceptance of the work, the City shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance will be due the Contractor thirty-five (35) days after the timely recording of a Notice of Completion.

14.6 The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with terms of the Contract Documents. In no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

14.7 The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.
c. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
d. A reasonable doubts that the work can be completed for the balance then unpaid.
e. Damage to another Contractor.
f. Performance of work in violation of the terms of the Contract Documents.

14.9 Where work on lump sum or unit price items is substantially complete but lacks clean up and/or corrections ordered by the City, amounts shall be deducted from lump sum items in partial payment estimates to amply cover such clean up and corrections.

14.10 The contract unit price paid per each curb ramp shall include full compensation for furnishing all overhead, supervision, labor, materials, tools, equipment and incidentals for performing the work involved in constructing the roadway improvements complete in place, as shown on the plans and specifications, and protecting existing concrete, structures and landscape items.

15--ACCEPTANCE OF FINAL PAYMENT AS RELEASE

15.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

16--INSURANCE

16.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by the Contractor and Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

16.1.1 Claims under worker's compensation, disability benefit and other similar employee benefits acts;

16.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employee;

16.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employee;

16.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, and (2) by any other person; and

16.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

16.2 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that cover- ages afforded under the polices will not be canceled unless fifteen (15) days prior written notice has been given to the City.

16.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as described in the Proposal Form.

17--CONTRACT SECURITY

17.1 The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the City with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents.

Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of California and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense time of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt, or loses its right to do business in the state in which the work is to be performed, or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

17.2 The Performance Bond and the Payment Bond to be furnished by the Contractor shall be executed on the forms provided in this document.

17.3 The contract security provisions are contained in Section IV, The Contract and Bond Forms Section of the specifications.

18--ASSIGNMENTS

18.1 Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligation there under, without written consent of the other party.

19—NOT USED

20--SEPARATE CONTRACTS

20.1 The City reserves the right to enter into other contracts in connection with this project. The Contractor shall afford other Contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the contractor shall inspect and promptly report to the Engineer any defects in such Work that renders it unsuitable for such proper execution and results. The City or the City may perform

additional Work related to the Project or the City may enter into other Contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the City, if the City is performing the additional Work) reasonable opportunity of the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.

20.2 If the performance of additional Work by other Contractors or the City is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the City or others involves an additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim thereof as provided in Sections 14 and 15.

21--SUBCONTRACTING

21.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which under normal contracting practices, are performed, by specialty Subcontractors.

21.2 The Contractor shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract price, without prior written approval of the City.

21.3 The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

21.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the Contractor the same power with regard to terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

21.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

22--GUARANTEE

22.1 The Contractor shall guarantee all materials and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The City shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the

cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

23--ARBITRATION

23.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. If this is a "public works contract" as defined in Section 4600 of the California Government Code, the arbitration shall be conducted pursuant to Sub-section 10240 - 10240.13 of the California Public Contract Code. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

24.2 Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

24.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

25--TAXES

25.1 The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws of the City of Blythe, State of California and the United States of America.

26--CONFLICT OF INTEREST

26.1 No member of or delegate to Congress or City Council Member shall be admitted to any share or part of this contract or to any benefit that may arise there from.

26.2 No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall become directly or indirectly involved personally in this contract or in any part thereof. No officer, employee, architects, attorney, engineer or inspector of or for the City who authorized in such capacity and on behalf of the City who is in any legislative, executive, supervisory or other similar functions in connection with the construction of the project shall become directly or indirectly involved personally in this Contract or in any part thereof, any material

supply contract, subcontract, insurance contract or any other contract pertaining to the project.

27--CLEAN UP

27.1 The Contractor shall at all time keep the premises occupied by him and access to such premises in a neat, clean, and safe condition. Upon completion of any Work, the Contractor shall promptly remove all his equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any work and before final payment is made, the Contractor shall, at his expense, satisfactorily dispose of all plants, buildings, rubbish, unused materials, concrete forms and other equipment and materials belonging to him or used in the performance of work and the Contractor shall leave the premises in a neat, clean and safe condition. In the event of the Contractor's failure to comply with any of the foregoing, the same may be accomplished by the City at the Contractor's expense.

28--SUBSURFACE CONDITIONS

28.1 The Contractor shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the City by written notice of:

28.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

28.1.2 Unknown physical condition at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

28.2 The City shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment hereunder shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

29--LAND AND RIGHTS-OF-WAY

29.1 Prior to issuance of Notice to Proceed, the City shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

29.2 The City shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.

29.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

30--PRE-CONSTRUCTION CONFERENCE

30.1 Prior to the start of construction the City will conduct a Pre-Construction Conference. At the conference the City will review the planned Project with the Engineer, Resident inspector, Contractor, and other interested parties.

31--FIRE PREVENTION

31.1 The Contractor shall not permit unauthorized fires either within or adjacent to the limits of the project and shall be liable for all damage from fire due directly or indirectly to its own activities, or to those of its employees or of its subcontractors or their employees. The Contractor shall conform to all state and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. A copy of each required permit shall be furnished to the Engineer

32--TITLE TO MATERIALS FOUND

32.1 Unless otherwise provided in the Contract, the title and interest in the right to use all water, and the title to all soil, stone, gravel, sand, materials, timber, and all other materials developed or obtained in the excavation or other operations by the Contractor or any of his Subcontractors, or any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved by the City and neither the Contractor nor any of his subcontractors, nor any of their representatives or employees, shall have any right, title, or interest in or to any part thereof; neither shall they, nor any of them assert make any claim thereto.

32.2 In the event that any Indian relics or items with archaeological or historical value are discovered by the Contractor or any of his Subcontractors or any of their representatives or employees, the Contractor shall immediately notify the Engineer and await the Engineer's decision before proceeding with any work. Such relics and items shall be the property of the City.

33--SUBSTITUTIONS

33.1 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue numbers, it shall be understood that

this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by the change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without change in the contract price or contract time.

34--PATENTS

34.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent right and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer. The Contractor shall have the right, in order to avoid such claims or actions, to substitute at his own expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substitute and modified equipment, material and processes shall me all the requirements and e subject to all the provisions of the Contract Documents.

35--CONSTRUCTION SCHEDULE

35.1 Within five (5) calendar days after the date of receipt by the Contractor of the Notice to Proceed, the Contractor shall submit to the Engineer a progress schedule showing the proposed sequence of the work and the estimated dates of starting and finishing the various major parts of the work. The progress schedule shall conform to the specified time for the completion of the work; shall show a reasonable and orderly work sequence that will preclude excessive times for completion of any part thereof; shall show and be in accordance with the order and delivery dates for equipment and materials requiring special fabrication or otherwise not readily available for purchase and affecting, or critical with respect to, such time of completion; and shall be subject to the approval of, and modification by, the Engineer. The Engineer shall be advised in advance by the Contractor when construction work is scheduled and the days when no construction work will be done, the Contractor will be liable for the cost of inspection for that day or days and such charges may be deducted from any payment due the Contractor. When, in the judgment of the Engineer, it is necessary to accelerate any part of the work ahead of schedule, the Contractor

shall, when directed, concentrate his efforts on such part of the work. Within seven (7) calendar days after the submission of the original schedule, the Contractor shall participate with the Engineer in the review and establishment of critical completion of the project. Any revisions necessary as a result of this review and evaluation process shall be made by the Contractor and resubmitted to the Engineer for approval within seven (7) calendar days. The Contractor shall, at monthly intervals evaluate work progress with the Engineer by review of actual accomplishments since the previous update. The schedule shall be jointly revised by the Contractor and Engineer to show all changes in network logic, work items sequence, duration of activities, and critical completion dates since the previous update. Data furnished to the Engineer shall include a description of the problem area, current and anticipated delaying factors and their impact, and an explanation of the corrective action to be taken.

36--SANITATION FACILITIES

36.1 The contractor shall furnish a portable men's restroom facility and a separate portable women's restroom facility. The restroom facilities shall be placed at the job site prior to the start of construction within 10 days of the Notice to Proceed and shall remain in service until the job is complete. The Contractor shall position the restroom facilities, as required to maintain the facilities, near the location of daily work activity.

37--CODES AND SPECIFICATIONS

37.1 All work and materials shall be in accordance with applicable codes, ordinances and regulations of the City of Blythe, State of California, and all other public authorities having jurisdiction. Codes governing this work include, but are not limited to, the latest approved edition of the following: 2013 California Building Code, 2012 International Building Code; Occupational Safety and Health Act (OSHA); and the City of Blythe Ordinances and Regulations. Requirements of codes and regulations shall be considered as minimum. Where codes conflict, the more stringent shall apply. The Contractor shall furnish all materials and labor required for compliance with codes and regulations, even though not specifically mentioned or illustrated.

SECTION VI - SPECIAL CONDITIONS

1.0 BUSINESS LICENSE

The Contractor shall obtain a business license from the City of Blythe prior to the commencement of the project. The cost of the business license shall be borne by the Contractor.

2.0 SOLID WASTE DISPOSAL

All broken concrete and other debris generated as a result of demolition of existing structures and the work becomes property of and responsibility of the contractor. Procedures for proper solid waste disposal must be observed and said disposal must be done in a lawful manner.

3.0 DIG-ALERT

A Dig-Alert request shall be made by the contractor by calling **811** for <u>all locations</u> prior to the beginning of work. A ticket number will be supplied to the Projects and Contracts Coordinator with dates made at intervals not exceeding fourteen (14) calendar days. The contractor will designate, in writing, the person or persons in contractors firm responsible for maintaining the Dig-Alert notifications in a "current" status. Work will be suspended at any site where the Dig-Alert ticket has expired and will not resume until such time as the ticket has been brought to current status.

4.0 TRAFFIC CONTROL

Public convenience and traffic control shall conform to Section 302-4.4 and 7-10 of the Standard Specifications for Public Works Construction, 2012 Edition with the following special provisions:

4.1 The Contractor, at all times during construction, shall furnish, erect and maintain such fences, barriers, lights, flares signs and miscellaneous traffic devices as are necessary to give adequate warning and protection to the public as determined by the City.

4.2 Signs used for handling of traffic during construction shall be in accordance with those shown on the latest "Uniform Sign Chart" as published by the State of California Department of Public Works, Division of Highways, or as approved by the City.

4.3 Method in which signs, barriers and other miscellaneous traffic devices are used during construction shall be in accordance with the latest publication of the State

of California, Department of Public Works Manual titled "Manual of Warning Signs, Lights, and Devices for use in Performance of Work Upon Highways" or the appropriate section of the later publication of the State of California, Division of Highways Planning Manual titled "Part 8 Traffic".

4.4 The C2R "Road Closed" signs shall not be used except at those locations specifically approved by the City.

4.5. The Contractor shall field check all temporary traffic control signs, barricades and other devices at least once every day.

4.6 The Contractor shall prepare a traffic control plan for review and approval by the City and Engineer at the Pre-Construction Conference.

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

5.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall conform to Section 7-9 of the Standard Specifications for Public Works Construction in protecting and restoring existing improvements, including but not limited to, fire hydrant locator reflectors, manhole covers and water valve covers and utility vaults. All vegetation, fences, gates, paving, walks, landscaping, any item of a decorative nature or any other improvement will be restored to its original condition or better or replaced in like kind at the Contractors sole expense. All existing underground utilities, landscape items and any other sub-structures, whether known, marked, unknown, or unmarked that are damaged will be IMMEDIATELY repaired at the Contractors sole expense. Heavy equipment will not be allowed on concrete surfaces except as specifically allowed by the Engineer.

6.0 CLEANUP, DUST AND SOUND CONTROL

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore..

7.0 CHANGES FROM PLANS DURING CONSTRUCTION

The contractor shall maintain a set of drawings on the job showing all changes from the original plans made during construction. A marked up set of drawings shall be delivered to the City upon completion of the work, which will reflect all modifications of the work from the construction plans.

8.0 PRESERVATION OF EXISTING UTILITIES

The locations of existing utilities are shown in an approximate way only. The contractor shall determine the exact location of all existing utilities before commencing work. The contractor shall be fully responsible for any and all damages, which might be occasioned by the failure to exactly locate and preserve any and all underground utilities.

9.0 INGRESS AND EGRESS

The contractor shall provide for ingress and egress for private property adjacent to the project at the close of work each day through out the period of construction.

10.0 MATERIAL TESTING

10.1 The Contractor shall provide the services of an independent Geotechnical Consultant approved by the Engineer to perform the required testing specified within the contents of the plans and specifications. The cost for the Geotechnical Testing shall be borne by the Contractor. A copy of all tests shall be forwarded to the Engineer within four (4) days after the testing is complete.

10.2 The Geotechnical testing shall include but not be limited to compaction tests on Class 2 Base and granular sand material. Compaction and extraction, gradation testing regarding the A.C. pavement shall be required during the project. The Engineer shall determine the location of the tests. Gradation, durability, R-value and sand equivalent tests for Class 2 Base shall be required during the Submittal process. Compaction testing for the Class 2 Base shall be required. Mix designs for the A.C. pavement shall also be required during the Submittal process.

10.3 The following tests shall be performed as a minimum:

A. A compaction test for the Class 2 Base subgrade material shall be required for every 2,500 square feet of Class 2 Base surface street area.

B. An extraction/gradation test shall be completed from an A.C. pavement sample obtained by the geotechnical consultant representative each morning pavement operations occur.

C. A compaction test for the A.C. pavement shall be required for every 2,500 square feet of A.C. street surface area.

D. A.C. pavement density testing shall be conducted on a continuous basis by the geotechnical representative during the placement of A.C. pavement.

E. One (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the engineer. The test results will be forwarded to the engineer for review. The engineer shall receive a concrete vendor slip for each truck load of concrete delivered to the project site.

F. An A.C. mix design, and concrete mix design shall be submitted for the review and approval of the engineer during the submittal process.

G. Geotechnical testing for the Class 2 Base during the submittal process.

H. One (1) compaction test for the native earth shoulders shall be obtained for each 300 lineal feet of sidewalk installed.

12.0 SUBMITTALS

12.1 The contractor shall submit the following shop drawings or submittal information to the Engineer for review and approval prior to commencing construction work at the project site. A total of six (6) sets of submittal documents shall be forwarded to the Engineer. Three (3) reviewed submittal documents shall be forwarded to the contractor. This list is not intended to be all inclusive and the Engineer reserves the right to demand shop drawings and submittal information associated with any other items at its discretion.

1. Hot Mix Asphalt (HMA) design for pavement. The combined aggregate gradation, individual bin gradations (hot for batch, cold for drum plant), percentage of each bin, density, air voids, voids in mineral aggregates, stability, aggregate source, asphalt binder source and all other standard parameters
2. Tack Coat (SS1h)
3. Class 2 Base gradation, durability, R-value and sand equivalent
4. P.C.C. concrete mix design (4,000 psi)
5. Traffic Paint and Striping
6. Traffic Control Plan

7. Signs, Traffic Control Devices, Cones, Barricades and all other items required
8. Truncated Domes
9. Project Identity and Construction Signs
10. Construction schedule
11. Letter designating project superintendent
12. Schedule of Values

12.2 The Contractor shall not initiate construction until all Submittals are approved by the Engineer.

13.0 PROJECT SIGNS

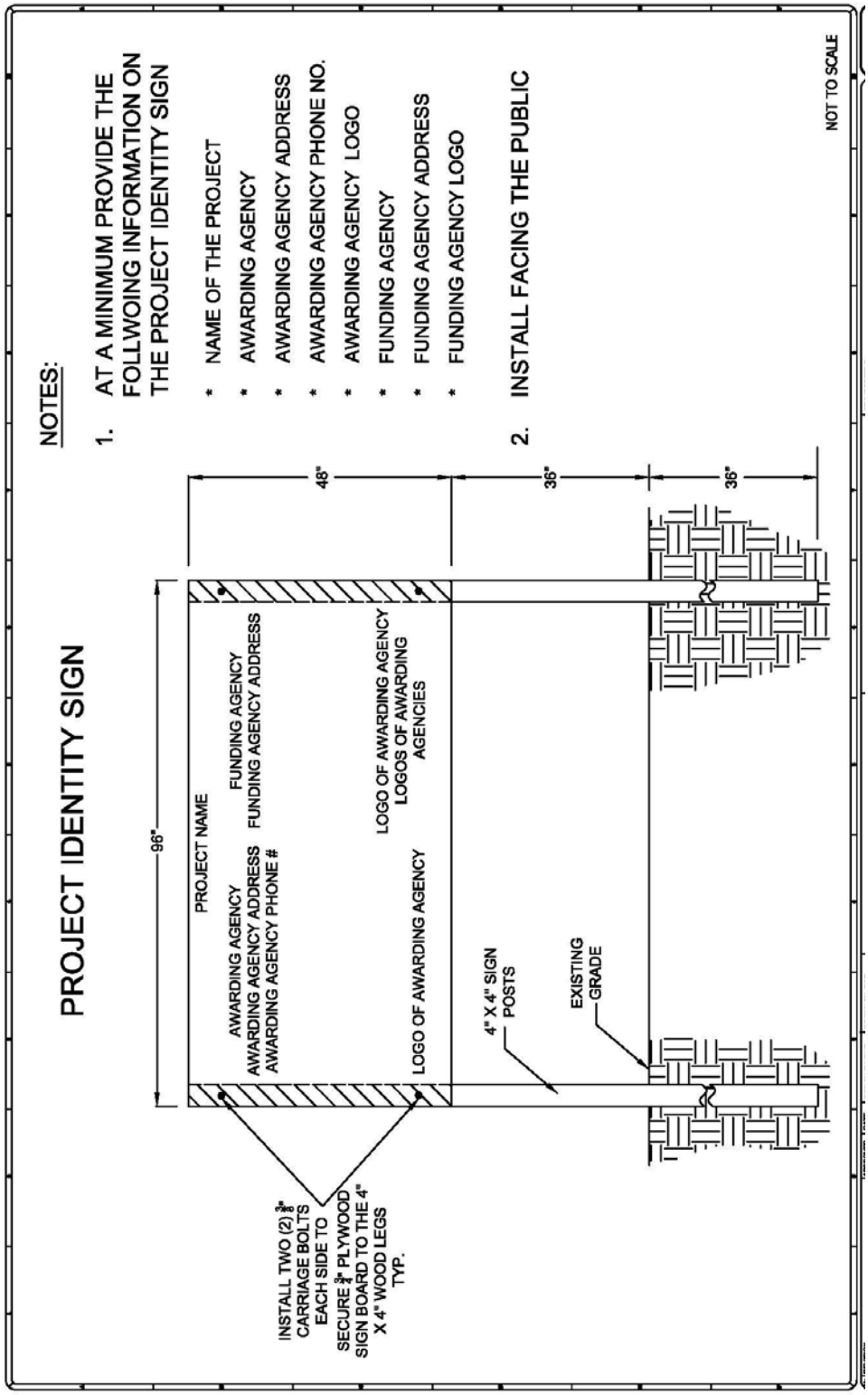
13.1 California requires a Contractor's identity sign for all construction projects in the state of California. At a minimum this sign must have the Contractor's name, address, telephone number, State Contractor's License number and an after hour's emergency telephone number for safety, police and fire emergencies. The Contractor's identity sign shall be installed at locations designated by the Engineer.

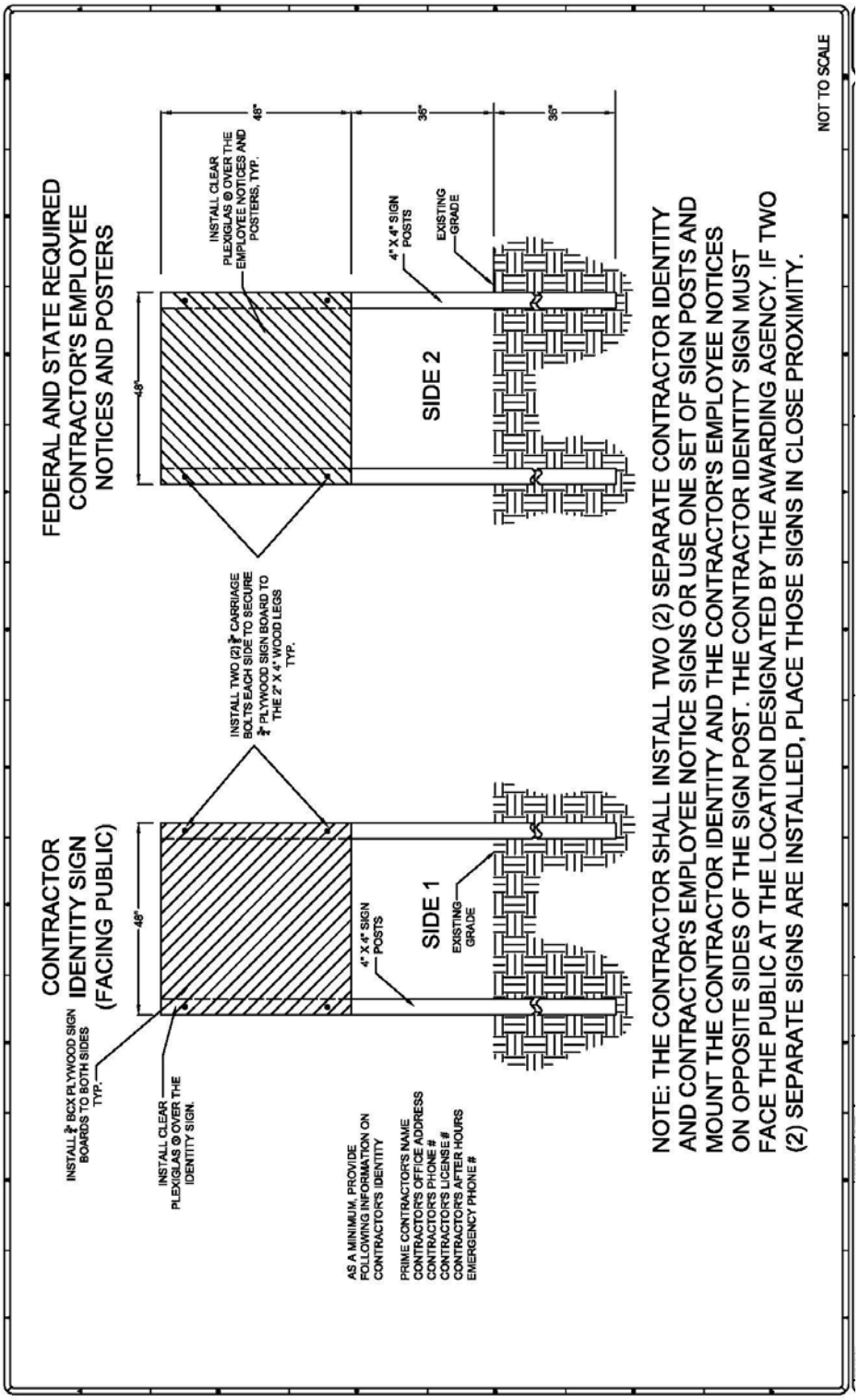
13.2 California and Federal labor laws require employee notices and posters be provided at all project sites that employ workers. Federal labor laws for Public Works projects require the current Federal Wage Decisions to be posted and maintained at the project site for the duration of a construction project. California labor laws for Public Works projects require the current State Wage Decisions to be posted and maintained at the project site for the duration of a construction project. In addition there are EEO, OSHA and other required postings to be posted and maintained at the project site for the duration of the construction.

13.3 A clear plexiglas plate is to be placed over the sign to protect the posters from the elements.

13.4 The Contractor is responsible for providing, installing and maintaining the project signs required by this section. The Project signs shall be submitted to the Engineer as a submittal document for review and approval. The Project signs are to be erected at the project site prior to commencement of any work activities. The Project signs are to remain posted for the entire duration of the project.

The project signs are illustrated at the end of this section.


PROJECT IDENTITY SIGN
NOTES:
1. AT A MINIMUM PROVIDE THE FOLLWOING INFORMATION ON THE PROJECT IDENTITY SIGN
* NAME OF THE PROJECT
* AWARDING AGENCY
* AWARDING AGENCY ADDRESS
* AWARDING AGENCY PHONE NO.
* AWARDING AGENCY LOGO
* FUNDING AGENCY
* FUNDING AGENCY ADDRESS
* FUNDING AGENCY LOGO
2. INSTALL FACING THE PUBLIC
NOT TO SCALE
96"
48"
36"
36"
PROJECT NAME
AWARDING AGENCY
AWARDING AGENCY ADDRESS
AWARDING AGENCY PHONE #
FUNDING AGENCY
FUNDING AGENCY ADDRESS
LOGO OF AWARDING AGENCY
LOGOS OF AWARDING AGENCIES
LOGO OF AWARDING AGENCY
4" X 4" SIGN POSTS
EXISTING GRADE
INSTALL TWO (2) 3/8" CARRIAGE BOLTS EACH SIDE TO SECURE 3/4" PLYWOOD SIGN BOARD TO THE 4" X 4" WOOD LEGS TYP.


CONTRACTOR IDENTITY SIGN (FACING PUBLIC)
FEDERAL AND STATE REQUIRED CONTRACTOR'S EMPLOYEE NOTICES AND POSTERS
48"
48"
INSTALL ¾" BCX PLYWOOD SIGN BOARDS TO BOTH SIDES TYP.
INSTALL CLEAR PLEXIGLAS @ OVER THE IDENTITY SIGN.
INSTALL TWO (2) ¾" CARRIAGE BOLTS EACH SIDE TO SECURE ¾" PLYWOOD SIGN BOARD TO THE 2" X 4" WOOD LEGS TYP.
INSTALL CLEAR PLEXIGLAS @ OVER THE EMPLOYEE NOTICES AND POSTERS, TYP.
4" X 4" SIGN POSTS
SIDE 1
SIDE 2
EXISTING GRADE
EXISTING GRADE
4" X 4" SIGN POSTS
35"
35"
AS A MINIMUM, PROVIDE FOLLOWING INFORMATION ON CONTRACTOR'S IDENTITY
PRIME CONTRACTOR'S NAME
CONTRACTOR'S OFFICE ADDRESS
CONTRACTOR'S PHONE #
CONTRACTOR'S LICENSE #
CONTRACTOR'S AFTER HOURS EMERGENCY PHONE #
NOTE: THE CONTRACTOR SHALL INSTALL TWO (2) SEPARATE CONTRACTOR IDENTITY AND CONTRACTOR'S EMPLOYEE NOTICE SIGNS OR USE ONE SET OF SIGN POSTS AND MOUNT THE CONTRACTOR IDENTITY AND THE CONTRACTOR'S EMPLOYEE NOTICES ON OPPOSITE SIDES OF THE SIGN POST. THE CONTRACTOR IDENTITY SIGN MUST FACE THE PUBLIC AT THE LOCATION DESIGNATED BY THE AWARDING AGENCY. IF TWO (2) SEPARATE SIGNS ARE INSTALLED, PLACE THOSE SIGNS IN CLOSE PROXIMITY.
NOT TO SCALE

SECTION VII – TECHNICAL CONDITIONS

C-01 SCOPE OF WORK

7.1 MATERIALS

7.1.1 Portland cement concrete shall be Class 3 per City of Blythe Standard Specifications and Section 90 of the Caltrans Standard Specifications.

7.2 OBSTRUCTIONS

7.2.1 Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

7.2.2 The Contractor's attention is directed to the existence of underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public.

7.2.3 The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Dig Alert	811

7.3 MOBILIZATION

7.3.1 Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

7.4 MAINTAINING TRAFFIC

7.4.1 The Contractor shall maintain access at all times to businesses

7.4.2 The Contractor may temporarily close driveways to businesses provided that other adequate access is available and maintained to these developments and in addition the Contractor provides written notification to the Engineer and the managers or owners of the commercial or residential properties five working days in advance of such closures. The notification shall state the date the closure is to be made and the planned duration of said closure.

7.4.3 The Contractor shall block the driveways to be closed by placing a minimum of 2 Type III barricades. The driveways shall not be closed longer than is necessary to complete the required work.

7.4.4 The first paragraph of Section 12-2.02, "Flagging Costs", of the Standard Specifications, is amended as follows:

The costs for furnishing all flagmen and guards under the provisions in Section 7-1.-08, "Public Convenience", and Section 7-1.09, "Public Safety", shall be borne solely by the Contractor.

7.4.5 Not used

7.4.6 No work that interferes with public traffic shall be performed between 7:00 p.m. and 6:00 a.m.

Work considered to interfere with public traffic includes the following:

a) Delivering materials to the project or removing materials from the project unless no part of the haul route is on or across a public street.
b) Work involving temporary lane closures or encroachment into a lane carrying traffic.
c) Work involving rearrangement of traffic patterns, including traffic switches required for the stage construction.

7.4.7 Not Used

7.4.8 Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order. Traffic volumes, by hour, are available upon request from the Engineer.

7.4.9 Accessible Pedestrian access facilities shall be provided through construction areas at all times. Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

7.5 TEMPORARY PAVEMENT DELINEATION

7.5.1 Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

7.6 EXISTING ROADWAY FACILITIES

7.6.1 The work performed in connection with various existing roadway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

7.6.2 All materials removed from the work are to be disposed off the site unless otherwise specified.

7.6.3 Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of. Full compensation for removing and disposing of pavement markers shall be considered as included in the contract price paid for the various removals and no separate payment will be made therefore.

7.6.4 Not used

7.6.5 Adjustment of manholes shall be performed and shall be done in accordance with City of Blythe Standard Drawing SS-402, and in accordance with the applicable requirements of the Standard Specifications and these Special Provisions. Sewer manholes shall be accessible at all times during construction.

7.6.6 Valve boxes, at the locations shown on the plans, shall be adjusted to grade during or after final paving. The Contractor shall provide all labor, materials and equipment necessary for adjusting the valve boxes to grade.

7.6.7 Existing asphalt concrete pavement shown on the plans to be removed shall be completely removed to the depth shown on the plans. Resulting holes and depressions shall be backfilled with earthy material selected from excavation to the lines and grade established by the Engineer. The material removed shall be disposed of outside the highway right of way as provided in Section 15-2.03, "Disposal," of the Standard Specifications.

7.6.8 Where a portion of existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17-foot before removing the surfacing. Full compensation for cutting existing surfacing shall be considered as included in the contract price paid per cubic yard for removing existing asphalt concrete pavement and no additional compensation will be allowed therefore.

7.6.9 Removing existing asphalt concrete pavement will paid for on a lump sum basis to remove and store at the City approved site for later reuse as base material.

7.6.10 Payment at the contract unit prices for the various items of work shall include full compensation for hauling materials off the site, weighing, as specified in Section 2 of the Special Conditions, and disposal, or for hauling salvaged materials to a designated location, and no additional compensation shall be allowed therefore.

7.7 COLD PLANE / REMOVE ASPHALT CONCRETE

7.7.1 Existing asphalt concrete pavement shall be cold planed and/or removed at the locations and to the dimensions shown on the plans. Removal may be by cold planing in accordance with the provisions for cold planing.

7.7.2 Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method. Cold planing machines shall be equipped with a cutter head not less than 24 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

7.7.3 The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place. Following planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

7.7.4 Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area. Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

7.7.5 The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

7.7.6 Cold plane asphalt concrete pavement will be measured by the Linear foot. The quantity to be paid for will be the linear length of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans. The contract price paid per linear length for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in cold planing asphalt concrete surfacing and disposing of planed material,

including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these special provisions and as directed by the Engineer.

7.7.7 Removal of existing asphalt concrete surfacing will be measured by the Square Foot and will be paid for at the contract price per Square Foot for grinding, pulverizing remove and hauling existing asphalt concrete pavement to the City approved disposal site for later reuse as base material.

7.7.8 The depth of the existing pavement is an estimate based on field information. No payment for additional thickness of removal will be considered.

7.8 REMOVE CONCRETE

7.8.1 Concrete, designated on the plans to be removed, shall be removed.

7.8.2 Concrete removed shall be disposed of in an approved recycling location.

7.8.3.1 Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut in a neat line to a minimum depth of 0.17-foot with a power driven saw before concrete is removed. Where concrete has been removed outside the roadway prism, the backfilled areas shall be graded to drain and blend in with the surrounding terrain.

7.8.4 Removal of concrete curb & gutter, sidewalk and pedestrian ramps to the limits on the plans concrete shall be paid on a lump sum basis and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing and disposing of the concrete including saw-cutting and backfilling, as specified in these Special Provisions and as directed by the Engineer.

7.9 CLEARING AND GRUBBING

7.9.1 Clearing and grubbing shall include miscellaneous demolition of existing features that are not specifically identified but necessary for completion of the projects. Measurement and payment for this effort shall be on a lump sum basis to complete all miscellaneous demolition and disposal of conflicting features not specifically measured and paid for in other bid items and shall generally conform to the provisions in Section 16, "Clearing and Grubbing of the Standard Specifications."

7.10 EARTHWORK

7.10.1 Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications.

7.11 AGGREGATE BASE

7.11.1 The Class 2 Base material shall conform to Caltrans Section 26, latest edition, for 25mm maximum base material. The gradation requirements are as follows:

SIZE	PERCENT PASSING
1" (25.04 mm)	100
¾" (19.00 mm)	87-100
No 4 (4.75 mm)	30-65
No 30 (600mm)	5-35
No 200 (75.00mm)	0-12

7.11.2 The sand equivalent shall be 25 or greater. An angular aggregate is to be used. Class 2 Base material shall be compacted to 95 percent of maximum density according to ASTM D-1557, unless otherwise noted on the plans or details. The tolerance for the Class 2 Base between design subgrade elevation and actual subgrade elevation as constructed in the field shall be plus or minus 0.02 feet as referenced from the design subgrade. Prior to the placement of Class 2 Base the native subbase grade shall be checked and approved by the Engineer. The native subbase grade shall be within plus or minus 0.05 feet of native subbase design grade prior to the placement of Class 2 Base.

7.11.3 The Contractor shall supply a five gallon sample of the Class 2 Base to the material testing laboratory within four (4) days of the Notice to Proceed. The material shall be delivered to the testing laboratory to determine the maximum density, gradation, R-value, sand equivalent and durability index of the Class 2 Base. A copy of the test results shall be forwarded to the Engineer by the geotechnical consultant for review. The gradation of the Class 2 Base shall be determined and the test results forwarded to the Engineer for approval prior to the delivery of the Class 2 Base material to the construction site. Class 2 Base utilizing recycled materials shall not be allowed.

7.12 ASPHALT CONCRETE

7.12.1 Asphalt concrete shall conform to the provisions of the current Standard Specifications for Public Works Construction Section 203 "Green Book" (2012 edition) Bituminous Materials.

7.12.2 Asphalt Grade shall be PG 70-10 C2 Dense medium

7.12.3 Asphalt Concrete shall conform to the requirements of 203-6 with a maximum of 15 percent Reclaimed Asphalt Pavement (RAP). Contractor shall submit for review their proposed Job Mix formula and allow 14 days for review and approval. The 3-inch asphalt pavement shall be placed in two courses, one base course and one surface course. The surface course shall be a minimum thickness of 0.12 feet and a maximum of 0.25 feet. 95% maximum density per ASTM D-1559-91-50 blow Marshal test required.

7.12.4 Hot mixed asphalt only will be place with a floating, heated screed, laydown machine. A prime coat for base per section 302-5.3 shall be applied. Provide a tack coat of bitumen between courses per section 302-5.4. Asphalt shall be placed in conformance with 302-5.1

7.12.5 A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

7.12.6 After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened and in no case less than six hours
Measurement and payment for 3" asphalt shall include all labor, materials and equipment to complete in place at the contract unite price per Ton for the placing and compacting material all prime coats in conformance with section 302-5.9 measurement and payment. When there is a contract item to cold plan, placing asphalt concrete in transitional & feathering locations, the quantity for placing asphalt concrete measured on a linear foot or square foot basis, the asphalt concrete to be placed will also be measured for payment. Full compensation for furnishing and applying paint binder (tack coat) shall be considered as included in the contract price paid per tonnage for the asphalt concrete, and no separate payment will be made therefor. The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete and asphalt concrete base, complete in place, as shown on the plans and as specified in these specifications, and as directed by the Engineer.

7.13 TACK COAT

7.13.1 A tack coat shall conform to the provisions of the current Standard Specifications for Public Works Construction Section 302-5.4 "Green Book" (2012 edition) and shall be placed in conformance with 302-7.2.2

7.14 MANHOLE AND WATER VALVE FRAME AND COVER

7.14.1 All manhole frames and covers, water valve boxes and lids, gas valve boxes and lids, and other similar existing utilities shall be raised to the grade of the finished pavement surface by the Contractor. Manhole frames and covers, water valve lids and similar utility covers shall be lowered a minimum of 3 inches below the design pavement surface prior to the installation of a.c. pavement. Manhole frames and covers and water valve lids shall be raised after paving operations have occurred. 8-inch wide, 8-inch deep concrete collars shall be poured concentric with the outside of water and gas valve extension risers 3/8 inches below the finish pavement surface. A one (1) foot wide, one (1) foot deep concrete collar shall be poured concentric with the outside of all manhole frames and covers 3/8 inches below the surface of the pavement. Manhole frames and covers shall be raised with concrete grade rings 3/8 inches below the new street pavement surface elevation. The manhole frame and covers and water and gas valve extension risers and covers shall be raised 3/8 inches below the pavement grade after paving operations are complete.

7.15 CONCRETE STRUCTURES

7.15.1 Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and applicable City of Blythe standard drawings.

7.16 MISCELLANEOUS FACILITIES

7.16.1 Miscellaneous facilities shall conform to the provisions in Section 70 of the Standard Specifications, details shown on the plans and applicable City of Blythe standard drawings.

7.17 MISCELLANEOUS CONCRETE CONSTRUCTION

7.17.1 Concrete curb, curb and gutter, cross gutters, spandrels, driveway approaches, sidewalks, ribbon gutters, pads for street furnishings and wheelchair ramps shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, details shown on the plans, applicable City of Blythe standard drawings and these special.

7.17.2 Portland cement concrete shall be Class 3 per City of Blythe Standard Specifications and Section 90 of the Caltrans Standard Specifications.

7.17.3 P.C.C. concrete, utilized for but not limited to, curb and gutter, barrier curb, spandrels, cross-gutter, valley gutter, ribbon gutters, residential and commercial driveways, sidewalks and all other concrete infrastructure shall contain a minimum of 6 sacks of cement per cubic yard of concrete and attain 4,000 p.s.i. compressive strength after 28 days curing unless stated otherwise on the plans.

7.17.4 The P.C.C. shall contain 1 ½ lbs of polypropylene fiber per cubic yard. The polypropylene fiber shall be manufactured by fiber-mesh or an approved equal.

7.17.5 A concrete mix design is to be submitted to the Engineer within five (5) days after the issuance of the Notice to Proceed.

7.17.6 New formwork shall be utilized in the construction of every concrete facility. The formwork shall be true to line and grade. The vertical flowline elevation tolerance shall be +/- 0.02 feet for design grade for slopes of 1.0% or greater, +/- 0.01 for design grade for slopes less than 1.0%. The Engineer shall check the formwork for line and grade prior to the placement of concrete. Concrete "curb machines" shall not be allowed for curb and gutter and ribbon gutters designed at a slope of 1 percent or less.

7.17.7 The subcontractor shall notify the Engineer 72 hours prior to the required inspection.

7.17.8 Exposed surfaces of concrete areas shall receive a double trowel finish. Weakened plane joints shall be placed every 8 lineal feet for ribbon gutter, cross gutter and valley gutter construction unless otherwise illustrated on the standard plans. Expansion joints shall be placed every 64

feet along curb and gutter, barrier curb, valley gutter and sidewalk construction unless otherwise illustrated on the standard plans.

7.17.9 Installation of curb and gutter, valley gutter and cross-gutters shall begin at the lowest elevation and proceed uphill.

7.17.10 A total of one (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete, except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the Engineer. The test results will be forwarded to the Engineer for review.

7.17.11 The Engineer shall receive a concrete vendor slip for each truck load of concrete delivered to the project site.

7.17.12 Prior to the placement of concrete, the subgrade depth shall be inspected to insure that the full depth of concrete, as noted on the plans, is attained. Excess fill material shall be removed as required by the Engineer. The form boards shall be checked for the proper elevation. Compaction tests on the subgrade shall have achieved the density requirements specified. The engineer shall then allow the placement of concrete.

7.17.13 The concrete shall be screeded and floated. All edges shall be struck with a concrete edger. Weakened plane joints shall be established at right angles to the sidewalk edge as illustrated on the standard drawings. The weakened plane joints shall be 3/8 inch in width and 3/4 inch in depth. Expansion joints consisting of 1/2 inch thick celotex material shall be placed across the full section of the P.C.C. sidewalk every 64 lineal feet, or as required by the standard plans. After the concrete surface has been floated and cured adequately, it shall receive a double trowel finish. The troweling shall be accomplished by hand with a steel trowel. The surface of the concrete shall receive a light broom finish after the surface is double troweled. The surface of the concrete shall be smooth and true to grade. Tolerance for the concrete surface shall be 1/8 inch in 10 lineal feet with maximum high and low variance not occurring in less than 20 feet. The contractor shall maintain the concrete surface moist or wet for a 24-hour period after the concrete is placed and finished troweled. Placement of burlap bags or used carpet over the concrete surface and a continuous application of water over the concrete surface will be required for a 24-hour period. After the 24-hour period, a "seal hard" concrete sealer as manufactured by L&M Construction Chemicals, Inc., shall be applied to all new P.C.C. concrete surfaces. The phone number of L&M Construction Chemicals, Inc. is (402) 453-6600. The concrete surfaces shall be cleaned of all dirt and residue prior to the placement of the concrete sealer. Concrete shall not be placed after 10:00 a.m. on Fridays.

7.17.14 Contractor shall provide necessary security and protection that the concrete will not be defaced by the public during the curing process.

7.17.15 Payment for sidewalk at the bid price per square foot includes all work associated with compacting the subgrade, forming, pouring, finishing, scoring, grooving, and all labor, tools, materials and incidentals and any other necessary or appurtenant WORK for placement of the sidewalk.

7.17.16 Payment for curb & gutter at the bid price per linear foot includes all work associated with compacting the subgrade, forming, pouring, finishing, scoring, grooving, and all labor, tools, materials and incidentals and any other necessary or appurtenant WORK for placement of the curb & gutter.

7.17.17 Payment for concrete cross gutter and spandrel at the bid price per each includes all work associated with compacting the subgrade, forming, pouring, finishing, scoring, grooving, and all labor, tools, materials and incidentals and any other necessary or appurtenant WORK for placement of the concrete cross gutter and spandrel.

7.17.18 Payment for commercial driveways at the bid price per each includes all work associated with compacting the subgrade, forming, pouring, finishing, scoring, grooving, and all labor, tools, materials and incidentals and any other necessary or appurtenant WORK for placement of the commercial driveway.

7.17.19 Payment for residential driveways at the bid price per each includes all work associated with compacting the subgrade, forming, pouring, finishing, scoring, grooving, and all labor, tools, materials and incidentals and any other necessary or appurtenant WORK for placement of the residential driveway.

7.17.20 Payment for pedestrian ramps at the bid price per each includes all work associated with compacting the subgrade, forming, pouring, finishing, scoring, grooving, truncated domes and all labor, tools, materials and incidentals and any other necessary or appurtenant WORK for placement of the pedestrian ramp.

7.18 TRAFFIC STRIPES, PAVEMENT MARKINGS AND TRAFFIC SIGNS

7.18.1 This item shall consist of the painting of markings and stripes on the surface of the A.C. pavement in accordance with the locations and requirements illustrated on the striping and signage plan. all painting of markings and stripes shall conform to Caltrans standard plans and specifications, latest edition, unless noted otherwise.

7.18.2 Paint shall meet the requirements of the standard specifications for public works construction, “Greenbook”, 2012 Edition, Section 214-4.2 and the table 214-4.1(a).

7.18.3 A glass sphere reflective media shall be required per section 214-3 of the standard specifications for public works construction, “Greenbook”, 2012 Edition.

7.18.4 The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 60 degrees f., and when the weather is not foggy or windy.

7.18.5 All equipment for the work shall be approved by the Engineer and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job. The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designated so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

7.18.6 Immediately before application of the paint, the pavement surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

7.18.7 The proposed markings shall be laid out in advance of the paint application according to the dimensions required by the plans and specifications or by Caltrans Standards.

7.18.8 Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface have been approved by the Engineer. The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at a rate specified in the standard specifications for public works construction, "Greenbook", 2012 Edition, Section 214. The addition of thinner will not be permitted. The edges of the markings shall not vary from a straight line more than ¼ inch in 50 feet, and the dimensions shall be within a tolerance of plus or minus 2 percent. The Contractor shall furnish certified test reports for the materials shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The Contractor shall notify the Engineer upon arrival of shipment of the paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the engineer. The containers shall not be removed from the project site or destroyed until authorized by the Engineer.

7.18.9 A minimum of three (3) coating applications shall be applied.

7.18.10 After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by spatter, splashes, spillage or drippings of paint.

7.18.11 Rapid dry paint: The paint shall conform with the rapid dry paint specified in the standard specifications for public works construction, "Greenbook", 2012 Edition, section 214.

7.18.12 A blue pavement marker is to be placed at each fire hydrant.

7.18.13 Payment at the contract lump sum price for striping and pavement markings includes full compensation for all traffic stripes and markings, painted or thermoplastic, and pavement markers.

7.18.14 Measurement and Payment for relocation of traffic signs shall be paid for on an each basis and shall include all labor, materials, tools and equipment to remove the traffic signs from

their existing location and relocate to the new locations including providing new breakaway bases per current standards complete and in place.

7.19 NOT USED

SECTION VIII – PLANS

FOURTEENTH AVENUE REHABILITATION PROJECT FROM LOVEKIN BOULEVARD TO BROADWAY

ROAD CONSTRUCTION GENERAL NOTES

STREET CONSTRUCTION

1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF BLYTHE; ALL STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE AT THE PUBLIC WORKS OFFICE, 440 SOUTH MAIN STREET, BLYTHE CALIFORNIA. IN ADDITION, WORK SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS (LATEST EDITION).

2 THE CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY OF BLYTHE AND AMIR ENGINEERING HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

3 THE CONTRACTOR SHALL PROVIDE A "TRAFFIC CONTROL AND WORKER PROTECTION PLAN", PREPARED IN ACCORDANCE WITH CALTRANS DIVISION OF MAINTENANCE–CHAPTER 8 (PROTECTION OF WORKERS), WHEN WORKING IN A DEDICATED RIGHT–OF–WAY (R/W). THE 'PLAN' SHALL BE SUBMITTED TO AND BE APPROVED BY THE CITY OF BLYTHE DEPARTMENT OF PUBLIC WORKS SEVEN (7) DAYS PRIOR TO ANY WORK IN THE R/W. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR WORKER AND PUBLIC SAFETY. ALL TRAFFIC CONTROL AND SAFETY DEVICES MUST BE ONSITE, INSPECTED AND APPROVED PRIOR TO THE COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL KEEP ALL CONTROL AND SAFETY DEVICES IN PROPER POSITION AND WORKING ORDER AT ALL TIMES. IF AT ANY TIME THE CITY REPRESENTATIVE DETERMINES THAT THE "TRAFFIC CONTROL AND WORKER PROTECTION PLAN" AND THE CONTROL MEASURES AND SAFETY DEVICES DO NOT ADEQUATELY PROTECT THE WORKERS AND INSURE THE PUBLIC SAFETY, ALL WORK SHALL IMMEDIATELY CEASE AND SHALL NOT RESUME UNTIL THE DEFICIENCIES HAVE BEEN CORRECTED.

4 THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

5 THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

6 THE FLOW–LINE OF ALL CURB, GUTTER AND RIBBON GUTTER SHALL BE WATER TESTED BEFORE ACCEPTANCE OF THE PROJECT. CURB EXTRUDING MACHINES MAY BE ALLOWED IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS SECTION 73–1.05 B.

7 THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS WITH THE CITY OF BLYTHE WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE. WHEN THE CONTRACTOR IS NOT PRESENT AT THE INSPECTION APPOINTMENT SITE AND/OR THE WORK IS NOT READY FOR INSPECTION WITHIN FIFTEEN (15) MINUTES OF THE APPOINTED TIME, A RE–INSPECTION APPOINTMENT SHALL BE SCHEDULED. THE CONTRACTOR/DEVELOPER MAY BE ASSESSED AN AMOUNT EQUAL TO THE INSPECTOR'S COST TO THE CITY FOR ONE PAYROLL HOUR FOR EACH RE–INSPECTION.

8 SUB–GRADE ELEVATION FOR STREETS SHALL NOT PROJECT ABOVE DESIGN ELEVATIONS. THE FINISHED SURFACE OF THE AGGREGATE BASE COURSE SHALL BE WITHIN 0.02' FEET OF DESIGN ELEVATIONS. SUB–GRADE SHALL BE COMPACTED TO 90%–ASTM–D–1557–91 OR ASTM–D–2922 CLLT. AGGREGATE BASE COURSE SHALL BE COMPACTED TO 95% ASTM D–1557–91 OR ASTM–D–2922.

9 THE ASPHALTIC CONCRETE THICKNESS SHALL NOT BE LESS THAN 0.25 INCHES OF DESIGN THICKNESS. A MINIMUM OF THREE "3" 3–INCH MINIMUM DIAMETTER CORES MAY BE REQUIRED TO BE OBTAINED BY THE CONTRACTOR FROM EACH BLOCK OF STREET, MEASURED FOR THICKNESS AND DENSITY, 95% MAXIMUM DENSITY PER ASTM–D–1559–91–50 BLOW REQUIRED, AT THE DISCRETION OF THE CITY.

10 A MINIMUM OF SIX COMPACTION TESTS PER BLOCK OF STREET SHALL BE APPROVED AT THE CONTRACTOR'S EXPENSE, AT THE DISCRETION OF THE CITY, TO VERIFY COMPACTION OF: NATIVE SUB–GRADE, AGGREGATE BASE COURSE, EACH UTILITY TRENCH AND CURB AND GUTTER SUB–GRADE.

11 CONSTRUCTION MATERIALS FOR STREETS, CURBS, GUTTERS, AND SIDEWALKS SHALL CONFORM TO THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (LATEST EDITION) AND THE CITY OF BLYTHE STANDARD SPECIFICATIONS.

12 MATERIALS CERTIFICATIONS AND ANY MIX DESIGNS REQUIRED FOR CONCRETE OF ASPHALTIC CONCRETE WORK SHALL BE SUBMITTED TO THE CITY OF BLYTHE FOR APPROVAL 2 WEEKS PRIOR TO USE ON THE PROJECT.

13 ALL ASPHALT CONCRETE GREATER THAN 3 INCHES OR GREATER IN THICKNESS SHALL BE CONSTRUCTED IN TWO (2) COURSES, ONE BASE COURSE AND ONE SURFACE COURSE. THE SURFACE COURSE SHALL BE A MINIMUM THICKNESS OF TWELVE HUNDREDTHS OF ONE FOOT (0.12'), AND A MAXIMUM OF TWENTY–FIVE HUNDREDTHS OF ONE FOOT (0.25'). 95% MAXIMUM DENSITY PER ASTM–D–1559–91–50 BLOW REQUIRED.

14 ASPHALT CONCRETE MIXED AND PLACED IN THE CITY OF BLYTHE SHALL COMPLY WITH STATE OF CALIFORNIA CALTRANS STANDARD SPECIFICATION, CURRENT EDITION. HOT, PLANT MIXED MATERIAL SHALL BE OF THE SIZE, 3/4" MEDIUM–MAXIMUM TO 3/8" MAX., TYPE A, B, OR OPEN GRADED AGGREGATE BLENDED WITH EITHER AR 4000, OR AR 8000 STEAM REFINED PAVING ASPHALTS, AS DEFINED IN SECTION 92, "ASPHALTS" AND SECTION 39 "ASPHALT CONCRETE". AR 8000 VISCOSITY GRADE ASPHALT IS RECOMMENDED FOR PARKING LOT CONSTRUCTION.

15 HOT MIXED ASPHALT ONLY WILL BE PLACED WITHIN THE CITY OF BLYTHE WITH A FLOATING, HEATED SCREED, LAY–DOWN MACHINE, IN ACCORDANCE WITH SECTIONS 39–6.01 AND 39–6.02 OF THE CALTRANS STANDARD SPECIFICATIONS. THE METHOD OF COMPACTION, AND THE EQUIPMENT USED FOR THAT COMPACTION WILL COMPLY WITH SECTIONS 39–5.02 AND 39–6.03, CALTRANS STANDARD SPECIFICATIONS. COMPACTION OF ASPHALT PAVEMENT SHALL BE 95% MINIMUM AS DETERMINED BY ASTM 50 BLOW MARSHAL TEST. PRIME COAT FOR BASE AND FOR SEAL COAT FOR FINAL PAVING SHALL BE APPLIED AT THE DISCRETION OF THE PUBLIC WORKS DIRECTOR.

16 PAVEMENT SIGNAGE, PAINT, AND STRIPING WILL BE PAINTED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS IN TWO (2) COATS WITH 30–DAY CURE TIME BETWEEN COATS.

17 THE CONTRACTOR SHALL MAINTAIN AN "AS–BUILT" SET OF PLANS AT THE JOB SITE. THESE PLANS MUST BE KEPT IN GOOD CONDITION, REFLECT ALL CHANGES OF THE PROJECT FROM THE APPROVED PLANS IN RED INK AND BE UPDATED DAILY. AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR SHALL FURNISH THE CITY WITH ONE COMPLETE SET OF THE "AS–BUILT" PLANS AND THE DEVELOPER SHALL CAUSE THE DESIGN ENGINEER TO RECORD ALL CHANGES ON THE ORIGINAL PLANS PRIOR TO FURNISHING THEM TO THE CITY. FINAL APPROVAL OF THE PROJECT SHALL NOT BE GRANTED UNTIL THE PROVISIONS OF THIS REQUIREMENT HAVE BEEN MET.

18 A PRE–CONSTRUCTION MEETING SHALL BE CONDUCTED WITH THE PUBLIC WORKS DIRECTOR AND HIS ASSOCIATES AT LEASE 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

NOTE:

1. UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USE OF THESE PLANS, ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
2. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND. INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

Underground Service Alert
Call: TOLL FREE
1–800
227–2600
TWO WORKING DAYS BEFORE YOU DIG

GENERAL

1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF BLYTHE UNLESS STATED OTHERWISE. ALL STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE AT THE PUBLIC WORKS OFFICE, 440 SOUTH MAIN STREET, BLYTHE, CALIFORNIA. IN ADDITION, ALL WORK SHALL CONFORM TO THE "CALTRANS STANDARD SPECIFICATIONS" (LATEST EDITION).

2 THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.

3 THE CONTRACTOR SHALL PROVIDE A "TRAFFIC CONTROL AND WORKER PROTECTION PLAN", PREPARED IN ACCORDANCE WITH CALTRANS DIVISION OF MAINTENCE–CHAPTER 8 (PROTECTION OF WORKERS), WHEN WORKING IN A DEDICATED RIGHT–OF–WAY (R/W). THE 'PLAN' SHALL BE SUBMITTED TO AND BE APPROVED BY THE CITY OF BLYTHE DEPARTMENT OF PUBLIC WORKS SEVEN (7) DAYS PRIOR TO ANY WORK IN THE R/W. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR WORKER AND PUBLIC SAFETY. ALL TRAFFIC CONTROL AND SAFETY DEVICES MUST BE ONSITE, INSPECTED AND APPROVED PRIOR TO THE COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL KEEP ALL CONTROL AND SAFETY DEVICES IN PROPER POSITION AND WORKING ORDER AT ALL TIMES. IF AT ANY TIME THE CITY REPRESENTATIVE DETERMINES THAT THE "TRAFFIC CONTROL AND WORKER PROTECTION PLAN" AND THE CONTROL MEASURES AND SAFETY DEVICES DO NOT ADEQUATELY PROTECT THE WORKERS AND INSURE THE PUBLIC SAFETY, ALL WORK SHALL IMMEDIATELY CEASE AND SHALL NOT RESUME UNTIL THE DEFICIENCIES HAVE BEEN CORRECTED.

4 THE CONTRACTOR SHALL COMPLETE ALL WORK IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEERING REPORT PREPARED FOR THIS PROJECT BY **LANDMARK (LCI REPORT NO. LP15094, DATED SEPTEMBER 1, 2015).**

5 THE SITE SHALL BE WET DOWN AS NECESSARY DURING CONSTRUCTION TO ELIMINATE DUST GENERATION.

6 ANY DIRT, DUST, OR MUD, ETHER TRACKED OFF SITE BY EQUIPMENT OR BLOWN INTO ADJACENT CITY STREETS WILL BE CLEANED UP DAILY BY THE RESPONSIBLE CONTRACTOR.

7 THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

8 ALL GRADING SHALL COMPLY WITH CHAPTER 70 OF THE UNIFORM BUILDING CODE, LATEST EDITION.

9 THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS WITH THE CITY OF BLYTHE WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE. WHEN THE CONTRACTOR IS NOT PRESENT AT THE INSPECTION APPOINTMENT SITE AND/OR THE WORK IS NOT READY FOR INSPECTION WITHIN FIFTEEN (15) MINUTES OF THE APPOINTED TIME, A REINSPECTION APPOINTMENT SHALL BE SCHEDULED. THE CONTRACTOR/DEVELOPER MAY BE ASSESSED AN AMOUNT EQUAL TO THE INSPECTOR'S COST TO THE CITY FOR ONE PAYROLL HOUR FOR EACH REINSPECTION.

10 ALL SITE GRADING SHALL BE FINISHED TO THE ELEVATIONS, LINES AND GRADES SHOWN ON THE PLANS. ALL FINISHED GRADES SHALL BE WITHIN 0.10 FOOT OF PLAN GRADE.

11 A MINIMUM OF SIX COMPACTION TESTS PER BLOCK OF STREET SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE AT THE DISCRETION OF THE CITY FOR EACH OF THE FOLLOWING: EACH OF THE UTILITY TRENCHES INSTALLED, SUBGRADE, SUBBASE, BASE AND FINISHED A.C.

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4. FOURTEENTH AVENUE STA. 24+00 TO STA. 37+00
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10. FOURTEENTH AVENUE PLAN & PROFILE STA. 27+00 TO STA. 37+12.52
11. CITY OF BLYTHE STANDARD DRAWING DETAILS

12 DURING GRADING OPERATIONS THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING EQUIPMENT THAT WILL NOT CAUSE "PUMPING" OF THE SOIL DUE TO THE DEPTH OF GROUNDWATER PRIOR TO CONSTRUCTION.

13 THE CONTRACTOR SHALL BE LICENSED BY THE STATE OF CALIFORNIA, HAVE A CITY BUSINESS LICENSE AND SHALL FILE A CERTIFICATE OF WORKMEN'S COMPENSATION WITH THE CITY OF BLYTHE PRIOR TO THE START OF CONSTRUCTION.

14 A LIST OF ALL SUBCONTRACTORS SHALL BE PROVIDED BY THE GENERAL CONTRACTOR TO THE CITY BUILDING DEPARTMENT. ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF CALIFORNIA, HAVE A CITY BUSINESS LICENSE AND SHALL FILE A CERTIFICATE OF WORKMEN'S COMPENSATION WITH THE CITY OF BLYTHE PRIOR TO THE START OF CONSTRUCTION.

15 ANY STREET CLOSURES TO BE DONE DURING THE COURSE OF CONSTRUCTION WILL BE DONE SOLELY BY THE RESPONSIBLE CONTRACTOR, IN COORDINATION WITH AND WITH THE APPROVAL OF THE BLYTHE PUBLIC WORKS DEPARTMENT. A MINIMUM NOTICE OF 48 HOURS SHALL BE PROVIDED TO THE PUBLIC AND AFFECTED AGENCIES. (SCHOOL, POLICE, FIRE, PVID, ETC.).

16 NO OPEN TRENCHES WILL BE PERMITTED OVERNIGHT WITHOUT THE DIRECTOR OF PUBLIC WORKS OR HIS AGENT'S APPROVAL.

17 PLANNED WATER OUTAGES SHALL BE COORDINATED WITH THE BLYTHE PUBLIC WORKS DEPARTMENT ONE WEEK PRIOR TO SHUT DOWN.

18 THE CONTRACTOR SHALL MAINTAIN AN "AS–BUILT" SET OF PLANS AT THE JOB SITE. THESE PLANS MUST BE KEPT IN GOOD CONDITION, REFLECT ALL CHANGES TO THE PROJECT FROM THE APPROVED PLANS IN RED INK AND BE UPDATED DAILY. AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR SHALL FURNISH THE CITY WITH ONE COMPLETE SET OF THE "AS–BUILT" PLANS.

19 A PRE–CONSTRUCTION MEETING SHALL BE CONDUCTED WITH THE PUBLIC WORKS DIRECTOR AND HIS ASSOCIATES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

20 STOP SIGNS AND ALL OTHER TRAFFIC SIGNS SHALL BE MOVED IF NECESSARY DURING THE CONSTRUCTION PROCESS AND BE REPOSITIONED TEMPORARILY IN A LOCATION DETERMINED BY THE PUBLIC WORKS DIRECTOR. STOP SIGNS SHALL NOT BE REMOVED FROM SERVICES, BUT RATHER RELOCATED TO A VISIBLE LOCATION. OTHER SIGNS LOCATED WITHIN THE CONSTRUCTION AREA SHALL BE STORED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE OF THE PROJECT. AT THE CONCLUSION OF THE PROJECT, ALL SIGNS SHALL BE POSITIONED IN A PERMANENT LOCATION AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.

ENGINEERING

1 ANY QUESTIONS RAISED RELATIVE TO THE ACCURACY OF IMPROVEMENTS INSTALLATION SHALL NOT BE RAISED SUBSEQUENT TO COMPLETION OF THE WORK UNLESS ALL SURVEY STAKES ARE MAINTAINED INTACT. SHOULD SUCH STAKES NOT BE PRESENT AND VERIFIED AS TO THEIR ORIGIN, NO CLAIM FOR ADDITIONAL COMPENSATION FOR CORRECTION SHALL BE PRESENTED TO ANY PART AND SUCH WORK SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE.

2 CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF HIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, IDENTIFY, AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR ENGINEER.

3 NEITHER THE CITY, NOR THE ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

4 THE CONTRACTOR SHALL FOLLOW THE GUIDELINES AND REGULATIONS AS SET FORTH BY OSHA.

5 THE EXISTENCE AND LOCATION OF UNDER GROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. ALL DAMAGES THERETO CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO THE APPROPRIATE SPECIFICATIONS AND AT THE EXPENSE OF THE CONTRACTOR.

6 IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS AND STRUCTURES IN ADVANCE OF ANY CONSTRUCTION AND TO OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO SUCH. THE ENGINEER AND/OR CITY WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM THE SAME.

7 CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF THE ACTUAL LOCATIONS OF EXISTING FACILITIES.

8 BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.

9 LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.

10 CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS REQUIRED TO PROTECT ADJACENT PROPERTIES DURING THE GRADING OPERATIONS.

11 ALL FRAMES, COVERS, VALVE BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISH GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION.

12 THE CONTRACTOR SHALL BE RESPONSIBLE TO INSURE THAT ALL GRADING AND STORM DRAINS ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE ARE ANY QUESTIONS REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE ENGINEER OF WORK AT (760) 318–7424. THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT MAY RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAGS, MAY BALES, TEMPORARY DESILTING BASINS, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED.

13 THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT BY **LANDMARK (LCI REPORT NO. LP15094, DATED SEPTEMBER 1, 2015).** SHALL BE CONSIDERED AS PART OF THESE PLANS. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN SAID REPORT.

14 ALL GRADING SHALL BE DONE UNDER THE OBSERVATION OF A QUALIFIED GEOTECHNICAL ENGINEER. ALL AREAS TO BE FILLED SHALL BE SUFFICIENTLY PREPARED AND ALL FILL SHALL BE PLACED IN ACCORDANCE WITH THE RECOMMENDED GRADING SPECIFICATIONS AND SPECIAL PROVISIONS ATTACHED TO THE GEOTECHNICAL INVESTIGATION FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE, SPREAD, WATER AND COMPACT FILL IN STRICT ACCORDANCE WITH THESE SPECIFICATIONS.

15 OBSERVATIONS AND COMPACTION TEST SHALL BE MADE BY THE GEOTECHNICAL ENGINEER DURING THE FILLING AND COMPACTING OPERATIONS SO THAT HE CAN STATE THAT IN HIS OPINION THE FILL WAS CONSTRUCTED IN ACCORDANCE WITH EARTHWORK SPECIFICATIONS.

16 IN THE CASE OF CONFLICTS, THE REQUIREMENTS OF THE EARTHWORK SPECIFICATIONS PREPARED FOR THE PROJECT BY THE GEOTECHNICAL ENGINEER SHALL SUPERCEDE THE REQUIREMENTS OF THESE PLANS AND NOTES.

17 CONTRACTOR IS TO COORDINATE THE GRADING OPERATIONS WITH UTILITY COMPANIES PERTAINING TO POLE REMOVAL, ADJUSTING WATER BLOW–OFFS AND WATER FACILITIES TO GRADE, OR ANY OTHER UTILITY ADJUSTMENTS.

18 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY IEHT THE STORM WATER POLLUTION PREVENTION PLAN AND EROSION CONTROL PLAN PREPARED FOR THIS PROJECT.

GENERAL NOTES

1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY OF BLYTHE. ALL STANDARD DETAILS AND SPECIFICATIONS ARE AVAILABLE AT THE PUBLIC WORKS OFFICE, 440 SOUTH MAIN STREET, BLYTHE, CALIFORNIA. IN ADDITION, ALL WORK SHALL CONFORM TO THE "CALTRANS STANDARD AND SPECIFICATIONS" (LATEST EDITION).

2 THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1–800–227–2600 AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION.

3 THE CONTRACTOR SHALL PROVIDE A "TRAFFIC CONTROL AND WORKER PROTECTION PLAN" PREPARED IN ACCORDANCE WITH CALTRANS DIVISION OF MAINTENANCE CHAPTER 8 (PROTECTION OF WORKERS), WHEN WORKING IN A DEDICATED RIGHT OF WAY (R/W). THE 'PLAN' SHALL BE SUBMITTED TO AND BE APPROVED BY THE CITY OF BLYTHE DEPARTMENT OF PUBLIC WORKS SEVEN (7) DAYS PRIOR TO ANY WORK IN THE R/W. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR WORKER AND PUBLIC SAFETY. ALL TRAFFIC CONTROL AND SAFETY DEVICES MUST BE ON–SITE, INSPECTED AND APPROVED PRIOR TO THE COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL KEEP ALL CONTROL AND SAFETY DEVICES IN PROPER POSITION AND WORKING ORDER AL ALL TIMES.

4 THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

5 THE CONTRACTOR SHALL COMPLETE ALL WORK IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE PRELIMINARY GEOTECHNICAL INVESTIGATION AND REPORT.

6 THE SITE SHALL BE WET DOWN AS NECESSARY DURING CONSTRUCTION TO ELIMINATE DUST GENERATION.

7 ANY DIRT, DUST, OR MUD, EITHER TRACKED OFF SITE BY EQUIPMENT OR BLOWN INTO ADJACENT CITY STREETS WILL BE CLEANED UP DAILY BY THE RESPONSIBLE CONTRACTOR.

8 THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN A APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

9 ALL GRADING SHALL COMPLY WITH CHAPTER 70 OF THE UNFORM BUILDING CONE, LATEST EDITION. (EXCEPT THAT MINIMUM GRADE FOR SWALES=0.50%).

10 THE CONTRACTOR SHALL ARRANGE FOR ALL INSPECTIONS WITH THE CITY OF BLYTHE WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE. WHEN THE CONTRACTOR IS NOT PRESENT AT THE INSPECTION APPOINTMENT SITE AND/OR THE WORK IS NOT READY FOR INSPECTION WITHIN FIFTEEN (15) MINUTES OF THE APPOINTED TIME, A RE–INSPECTION APPOINTMENT SHALL BE SCHEDULED. THE CONTRACTOR/DEVELOPER MAY BE ASSESSED AN AMOUNT EQUAL TO THE INSPECTOR'S COST TO THE CITY FOR ONE PAYROLL HOUR FOR EACH RE–INSPECTION.

11 ALL SITE GRADING SHALL BE FINISHED TO THE ELEVATIONS, LINES AND GRADES SHOWN ON THE PLANS. ALL FINISHED GRADES SHALL BE WITHIN 0.10 FOOT OF PLAN GRADE.

12 A MINIMUM OF SIX COMPACTION TESTS PER BLOCK OF STREET SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE AT THE DISCRETION OF THE CITY FOR EACH OF THE FOLLOWING: EACH OF THE UTILITY TRENCHES INSTALLED, SUB–GRADE, SUB–BASE, BASE AND FINISHED A.C.

13 DURING GRADING OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING EQUIPMENT THAT WILL NOT CAUSE "PUMPING" OF THE SOIL DUE TO THE DEPTH OF GROUNDWATER PRIOR TO CONSTRUCTION.

14 THE CONTRACTOR SHALL BE LICENSED BY THE STATE OF CALIFORNIA, HAVE A CITY BUSINESS LICENSE AND SHALL FILE A CERTIFICATE OF WORKMEN'S COMPENSATION WITH THE CITY OF BLYTHE PRIOR TO THE START OF CONSTRUCTION.

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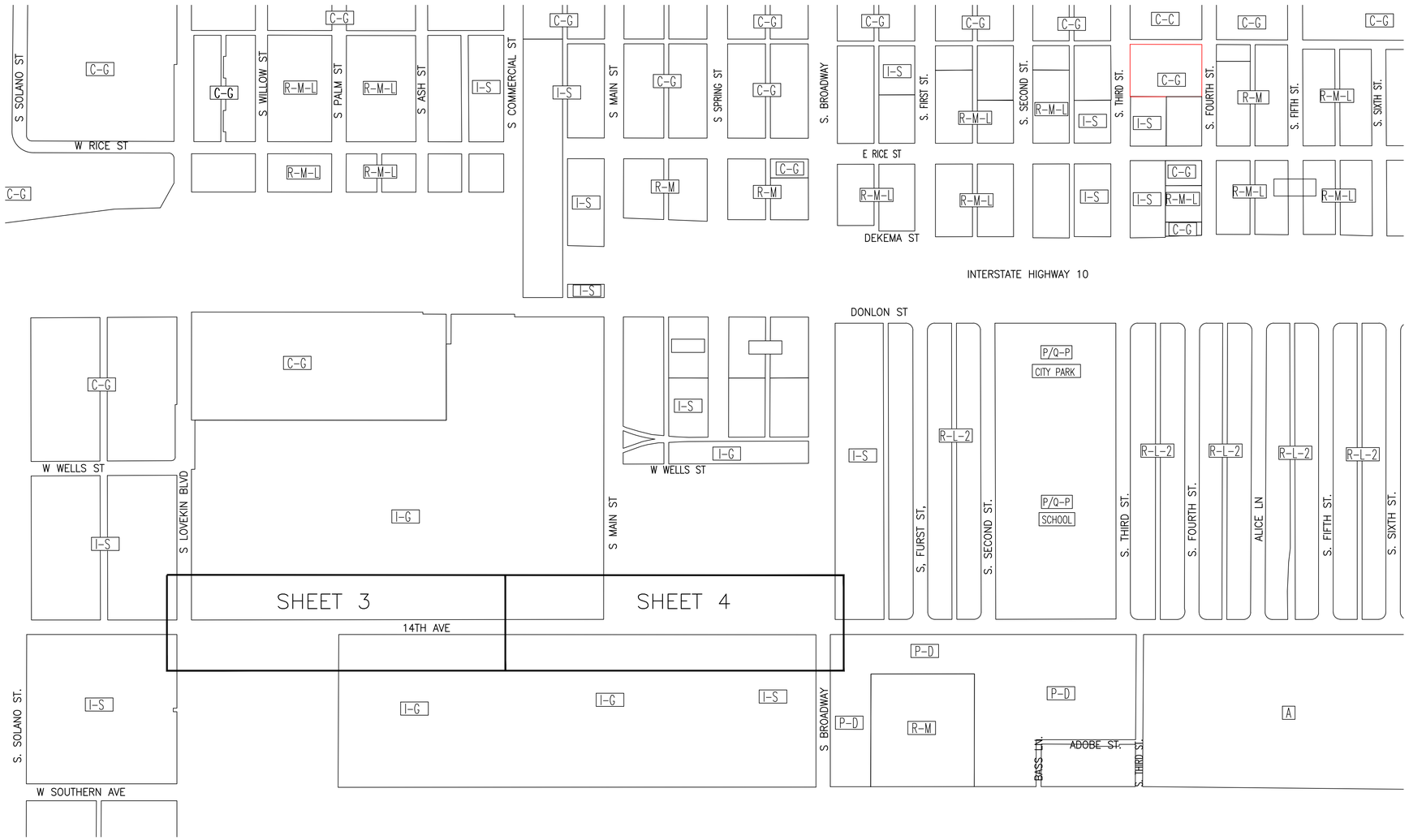
20 A PRE–CONSTRUCTION MEETING SHALL BE CONDUCTED WITH THE PUBLIC WORKS DIRECTOR AND HIS ASSOCIATES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

NOTE:

*A TOPOGRAPHY SURVEY W



DEMOLITION NOTES AND QUANTITIES

1	REMOVE EXISTING CURB AND GUTTER.	205 LF
2	REMOVE EXISTING SIDEWALK.	245 SF
3	REMOVE EXISTING A.D.A. RAMP.	6 EA

CONSTRUCTION NOTES AND QUANTITIES

1	REMOVE, MILL, OR GRIND 1½" EXISTING ASPHALT PAVEMENT TO EXPOSE AND HAUL OFF TO APPROVED DUMP SITE OR RECYCLE PLANT.	15,000 SY
2	CONSTRUCT 6" TYPE "A" CURB & GUTTER PER THE CITY OF BLYTHE STD DWG NO S-208.	210 LF
3	CONSTRUCT SIDEWALK PER CITY OF BLYTHE STD DWG NO. S-206C.	240 SF
4	CONSTRUCT CROSS-GUTTER & SPANDREL PER CITY OF BLYTHE STD DWG NO S-207.	670 SF
5	CONSTRUCT HANDICAP RAMP PER CALTRANS STANDARD RSP A88A CASE C.	6 EA
6	ASPHALT EXTENSION JOINT CITY OF BLYTHE S-230.	955 SF
7	SAWCUT LINE TO EXISTING BASE.	480 LF
8	ADJUST WATER VALVES TO GRADE.	15 EA
9	ADJUST MANHOLE COVER TO GRADE.	25 EA
10	ADJUST GAS VALVE TO GRADE.	5 EA
11	CONSTRUCT NEW 3" AC PAVEMENT OVER EXISTING PAVEMENTE FROM LOVEKIN BOULEVARD TO BROADWAY.	2,955 TONS

STRIPING NOTES AND QUANTITIES

1	PAINT 4" YELLOW CENTERLINE PER CALTRANS STD. A20A, DETAIL 2.	1,335 LF
2	INSTALL THERMOPLASTIC 12" WHITE SOLID STRIPE PER CALTRANS STD. A24E CROSSWALK LINE WITH WHITE TYPE A MARKERS OUTSIDE OF THE LINE @ 3' O.C. (FULL PERIMETER, BOTH SIDES OF CROSSWALK, TYP.).	1,080 LF
3	APPLY WHITE THERMOPLASTIC STREET MARKING PER CALTRANS STANDARDS.	20 EA
4	PAINT DOUBLE YELLOW STRIPE PER CALTRANS STD. DWG. A24A, DETAIL 22.	1,280 LF
5	PAINT 8" SOLID WHITE STRIPE PER CALTRANS STD. DWG. A20D, DETAIL 38.	240 LF
6	APPLY WHITE THERMOPLASTIC MARKING TYPE IV(R) ARROW PER CALTRANS STD. A24A.	3 EA
7	APPLY WHITE THERMOPLASTIC MARKING TYPE IV(L) ARROW PER CALTRANS STD. A24A.	3 EA
8	APPLY WHITE THERMOPLASTIC MARKING TYPE I ARROW PER CALTRANS STD. A24A.	3 EA
9	INSTALL 2 WAY BLUE RETROREFLECTIVE.	6 EA

NOTE: THESE ARE ONLY ESTIMATES, FOR THE PURPOSE OF INDICATING THE SCOPE OF WORK. CONTRACTORS SHOULD DO THEIR OWN ESTIMATE FOR BID PURPOSES.

LEGEND

CB	=	CATCH BASIN
EX	=	EXISTING
EP	=	EDGE OF PAVEMENT
FH	=	FIRE HYDRANT
FL	=	FLOW LINE
FS	=	FINISH SURFACE
GV	=	GAS VALVE
MH	=	MANHOLE
NG	=	NATURAL GROUND
TC	=	TOP OF CURB
TP	=	TOP OF PAVEMENT
WV	=	WATER VALVE
BCR	=	BEGINNING OF CURB RETURN
ECR	=	END OF CURB RETURN
LIP	=	GUTTER LIP
PIG	=	POINT IN GUTTER
(263)	=	EXISTING ELEVATION
	=	REMOVE EXISTING SIDEWALK
	=	NEW CROSS GUTTER AND/OR SPANDREL

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227-2600
TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	APPROVED	DATE

BENCHMARK: CITY OF BLYTHE BENCHMARK NO. 44 ELEV.: 263.34'

LOCATION: CHISELED SQUARE ON THE TOP OF CURB ON THE WEST MEDIAN CURB AT THE ENTRANCE TO MILLER PARK ON 14TH AVE.

REGISTERED PROFESSIONAL ENGINEER AMIR FATAZRAD NO. C 50597 Exp. CIVIL STATE OF CALIFORNIA

SIGNATURE: AMIR FAYAZRAD, R.C.E. 50597, EXP. 9/30/17

AMIR ENGINEERING & SURVEYING INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
160 LURING DRIVE, SUITE A
PALM SPRINGS, CA. 92262
PHONE: (760) 318-7424
FAX: (760) 318-7410

DESIGN BY:	CITY CHECK	RIGHT-OF-WAY	INITIAL	DATE
DRAWN BY: SJA		TRAFFIC ENG'G		
CHECKED BY: AF	DATE	FIELD ENG'G		

CITY OF BLYTHE – PUBLIC WORKS DEPARTMENT
APPROVED BY:
CITY OF BLYTHE – PUBLIC WORKS DIRECTOR DATE
ARMANDO J. GARCIA BALDIZZONE
R.C.E. NO. 70102

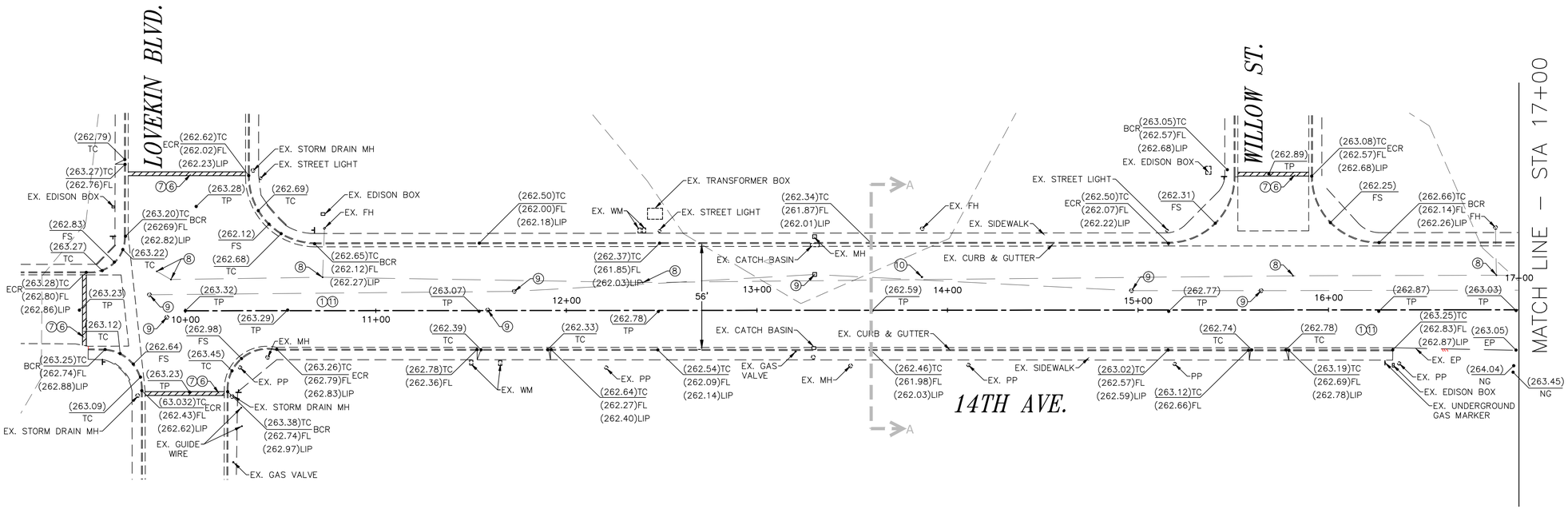
CITY OF BLYTHE, CALIFORNIA

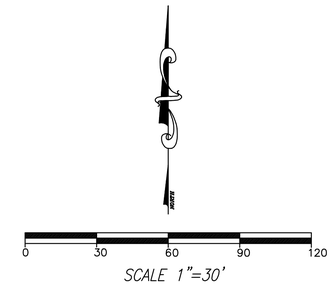
KEY MAP

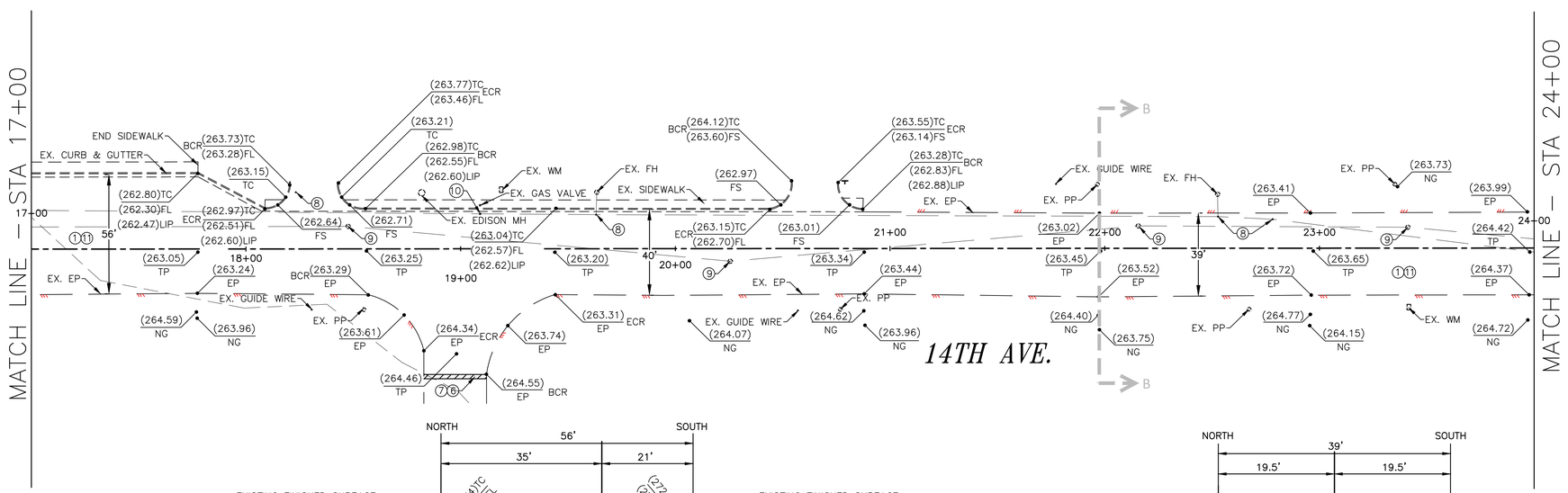
FOURTEENTH AVE. REHABILITATION PROJECT FROM LOVEKIN BLVD. TO BROADWAY BLYTHE, CA.

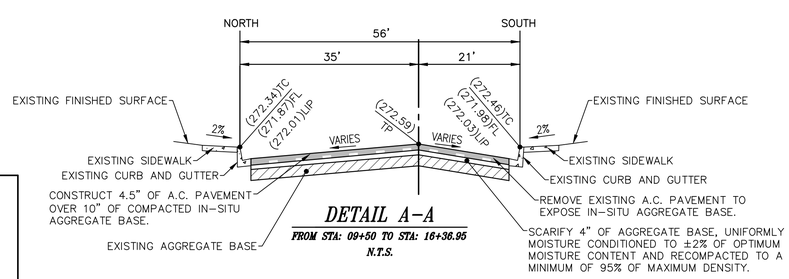
SHEET 2 OF 11 SHEETS

FILE NO.





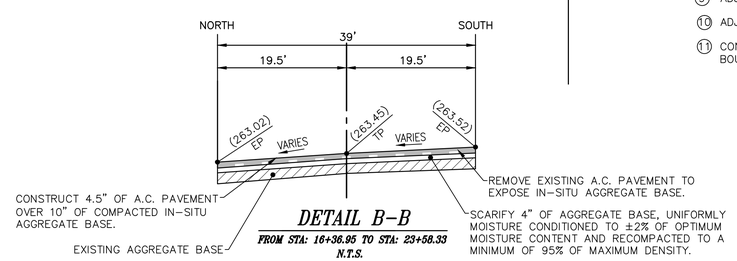




DETAIL A–A

FROM STA: 09+50 TO STA: 16+36.95

N.T.S.



DETAIL B–B

FROM STA: 16+36.95 TO STA: 23+58.33

N.T.S.

DEMOLITION NOTES AND QUANTITIES

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2. REMOVE EXISTING SIDEWALK.
3. REMOVE EXISTING A.D.A. RAMP.

CONSTRUCTION NOTES AND QUANTITIES

1. REMOVE, MILL, OR GRIND 1½" EXISTING ASPHALT PAVEMENT TO EXPOSE AND HAUL OFF TO APPROVED DUMP SITE OR RECYCLE PLANT.
2. CONSTRUCT 6" TYPE "A" CURB & GUTTER PER THE CITY OF BLYTHE STD DWG NO S–208.
3. CONSTRUCT SIDEWALK PER CITY OF BLYTHE STD DWG NO. S–206C.
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5. CONSTRUCT HANDICAP RAMP PER CALTRANS STANDARD RSP A88A CASE C.
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7. SAWCUT LINE TO EXISTING BASE.
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CHECKED BY: AF	DATE	FIELD ENG'G		

CITY OF BLYTHE – PUBLIC WORKS DEPARTMENT
APPROVED BY:
CITY OF BLYTHE – PUBLIC WORKS DIRECTOR — DATE
ARMANDO J. GARCIA BALDIZZONE
R.C.E. NO. 70102

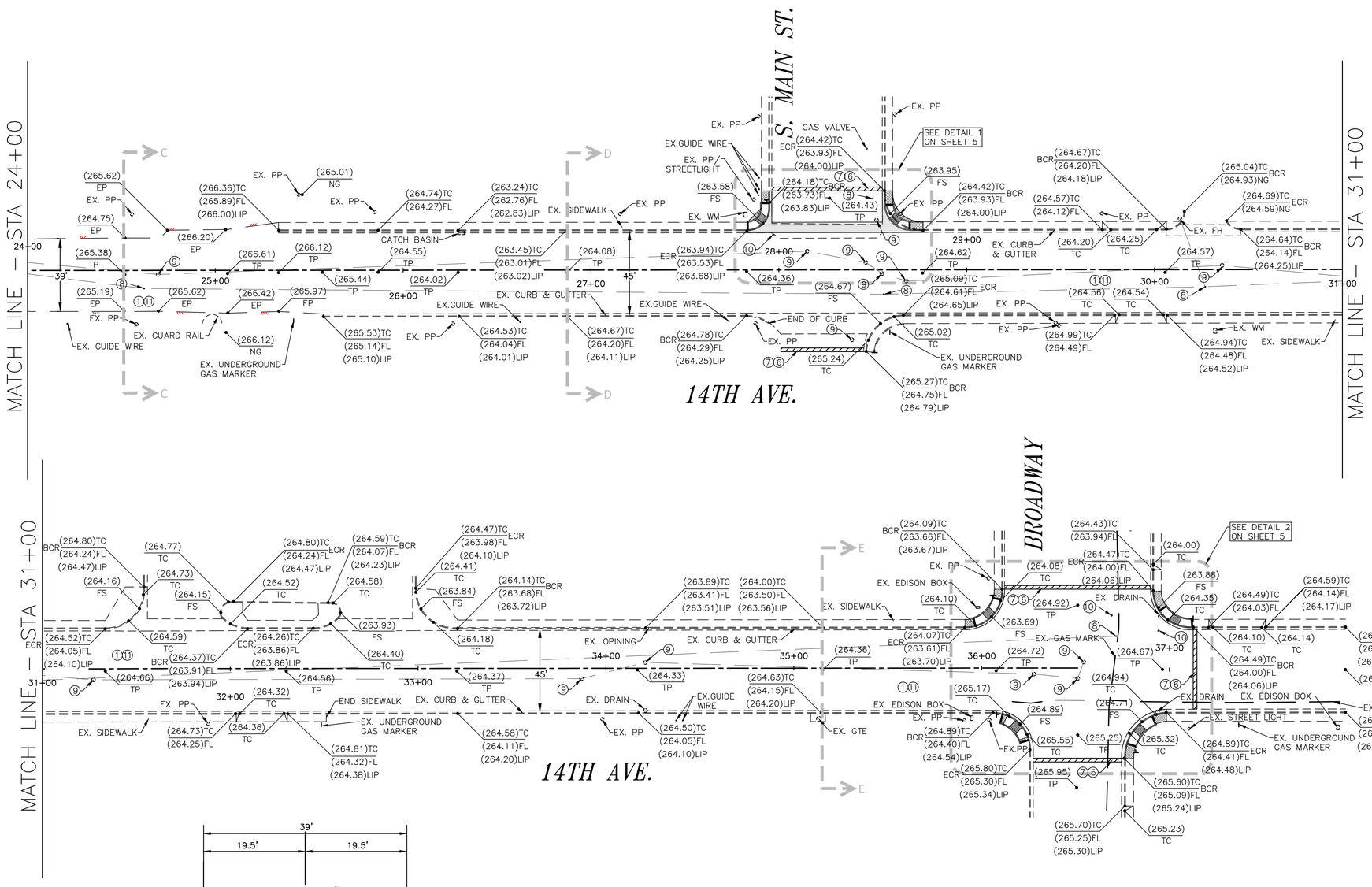
CITY OF BLYTHE, CALIFORNIA

STREET PLAN VIEW

FOURTEENTH AVE. REHABILITATION PROJECT
FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

SHEET 3 OF 11 SHEETS

FILE NO.



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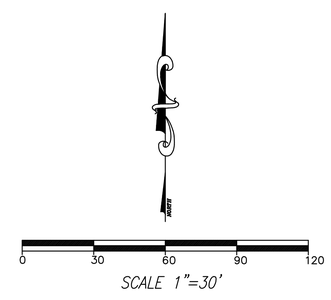
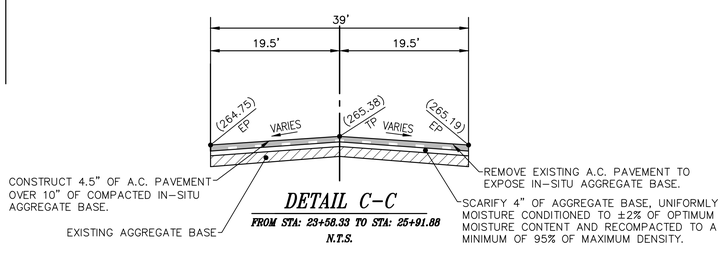
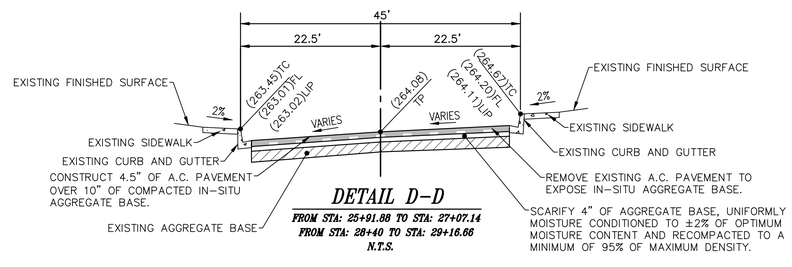




DETAIL C-C

FROM STA: 23+58.33 TO STA: 25+91.88

N.T.S.

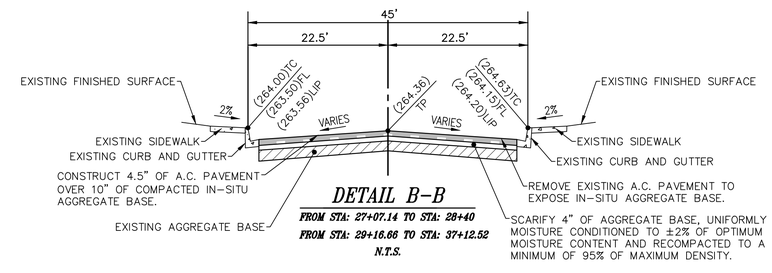


DETAIL D-D

FROM STA: 25+91.88 TO STA: 27+07.14

FROM STA: 28+40 TO STA: 29+16.66

N.T.S.



DETAIL B-B

FROM STA: 27+07.14 TO STA: 28+40

FROM STA: 29+16.66 TO STA: 37+12.52

N.T.S.

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TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	APPROVED	DATE

BENCHMARK: CITY OF BLYTHE BENCHMARK NO. 44 — ELEV.: 263.34'

LOCATION: CHISELED SQUARE ON THE TOP OF CURB ON THE WEST MEDIAN CURB AT THE ENTRANCE TO MILLER PARK ON 14TH AVE.

REGISTERED PROFESSIONAL ENGINEER — AMIR FAYAZRAD — NO. C 50597 — Exp. — CIVIL — STATE OF CALIFORNIA

SIGNATURE: AMIR FAYAZRAD, R.C.E. 50597, EXP. 9/30/17

AMIR ENGINEERING & SURVEYING INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
160 LURING DRIVE, SUITE A.
PALM SPRINGS, CA. 92262
PHONE: (760) 318-7424
FAX: (760) 318-7410

DESIGN BY:	CITY CHECK	RIGHT-OF-WAY	INITIAL	DATE
DRAWN BY:		TRAFFIC ENG'G		
CHECKED BY: AF	DATE	FIELD ENG'G		

blythe

CITY OF BLYTHE – PUBLIC WORKS DEPARTMENT
APPROVED BY:
CITY OF BLYTHE – PUBLIC WORKS DIRECTOR — DATE
ARMANDO J. GARCIA BALDIZZONE
R.C.E. NO. 70102

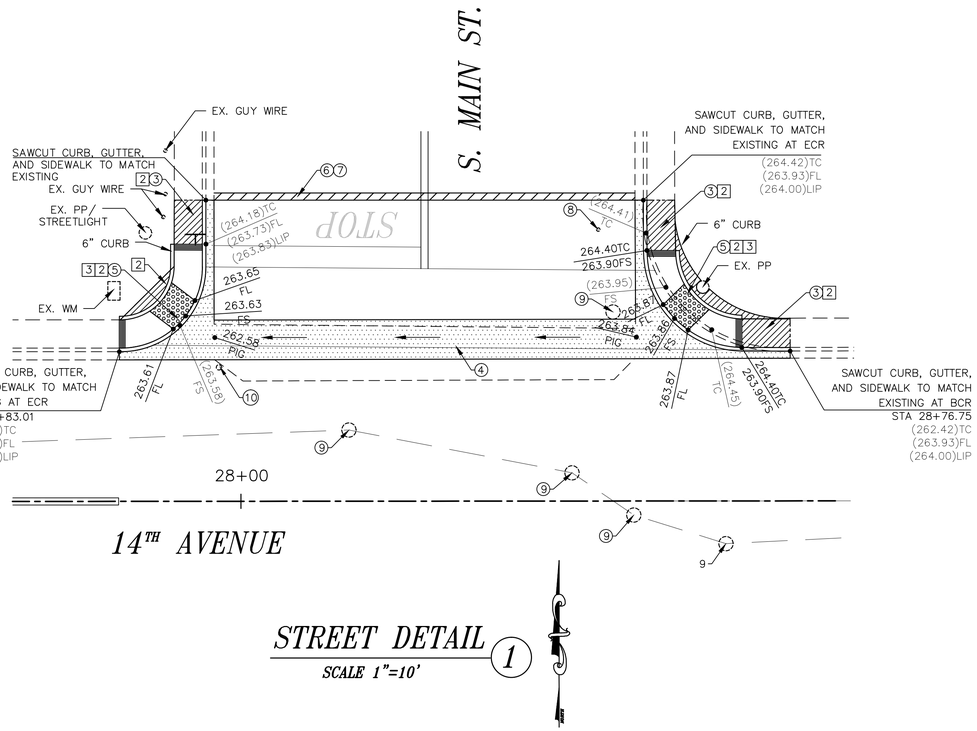
CITY OF BLYTHE, CALIFORNIA

STREET PLAN VIEW

FOURTEENTH AVE. REHABILITATION PROJECT
FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

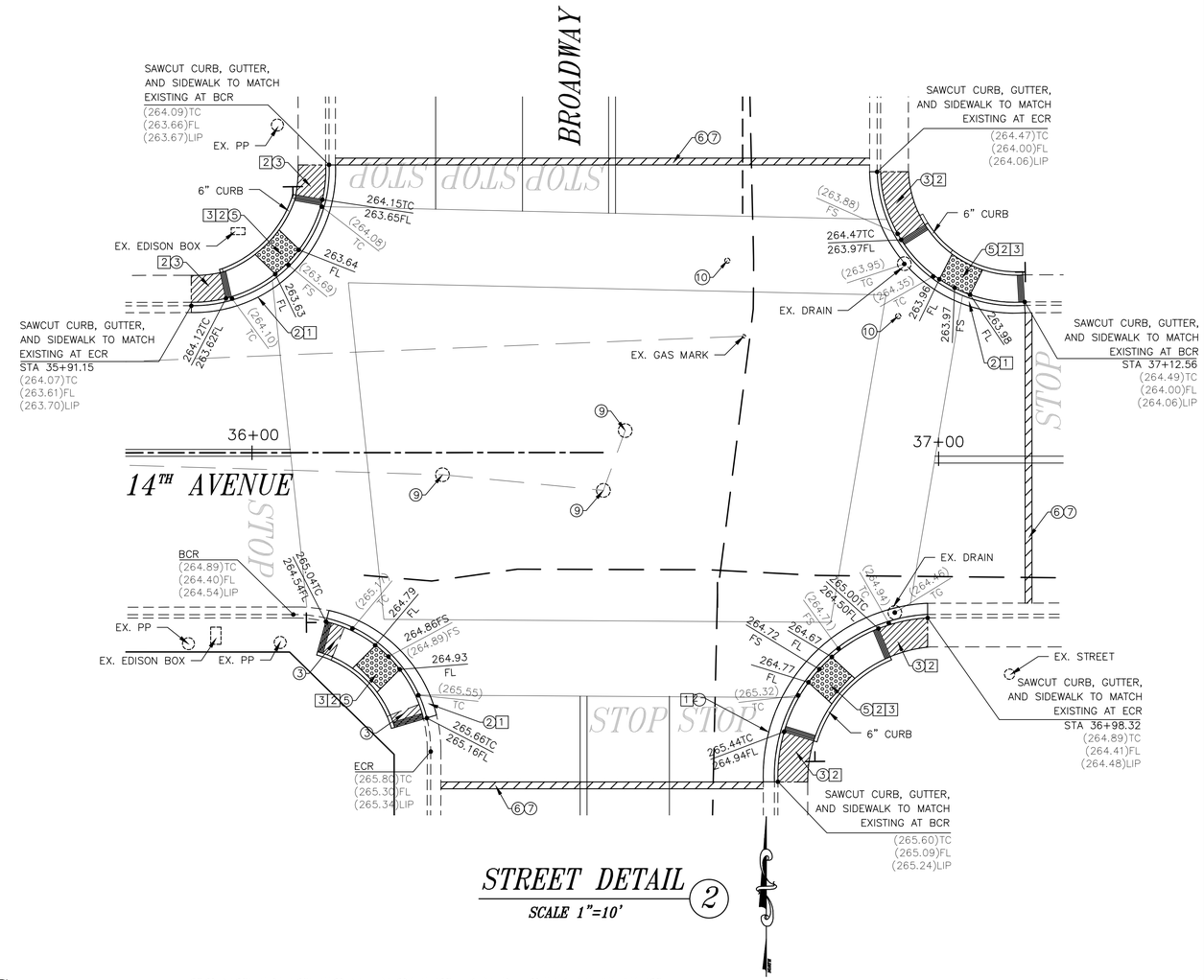
SHEET 4 OF 11 SHEETS

FILE NO.



STREET DETAIL 1

SCALE 1"=10'



STREET DETAIL 2

SCALE 1"=10'

DEMOLITION NOTES AND QUANTITIES

1. REMOVE EXISTING CURB AND GUTTER.
2. REMOVE EXISTING SIDEWALK.
3. REMOVE EXISTING A.D.A. RAMP.

CONSTRUCTION NOTES AND QUANTITIES

1. REMOVE, MILL, OR GRIND 1½" EXISTING ASPHALT PAVEMENT TO EXPOSE AND HAUL OFF TO APPROVED DUMP SITE OR RECYCLE PLANT.
2. CONSTRUCT 6" TYPE "A" CURB & GUTTER PER THE CITY OF BLYTHE STD DWG NO S-208.
3. CONSTRUCT SIDEWALK PER CITY OF BLYTHE STD DWG NO. S-206C.
4. CONSTRUCT CROSS-GUTTER & SPANDREL PER CITY OF BLYTHE STD DWG NO S-207.
5. CONSTRUCT HANDICAP RAMP PER CALTRANS STANDARD RSP A88A CASE C.
6. ASPHALT EXTENSION JOINT CITY OF BLYTHE S-230.
7. SAWCUT LINE TO EXISTING BASE.
8. ADJUST WATER VALVES TO GRADE.
9. ADJUST MANHOLE COVER TO GRADE.
10. ADJUST GAS VALVE TO GRADE.
11. CONSTRUCT NEW 3" AC PAVEMENT OVER EXISTING PAVEMENTE FROM LOVEKIN BOULEVARD TO BROADWAY.

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APPROVED BY:
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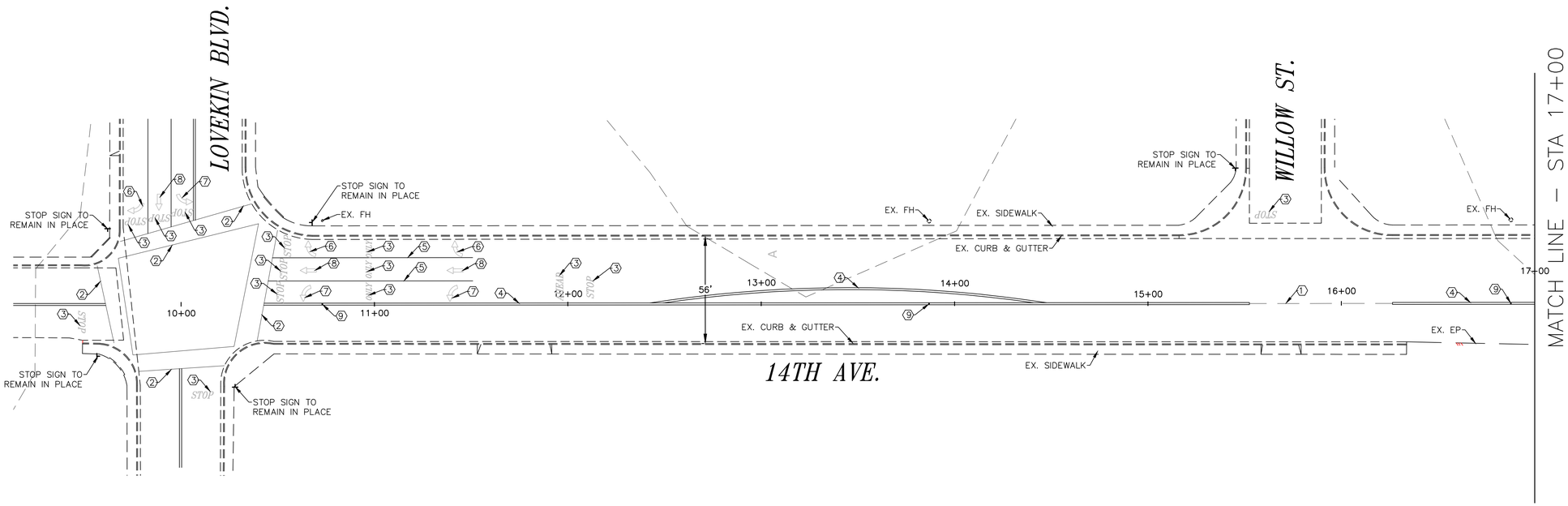
ARMANDO J. GARCIA BALDIZZONE
R.C.E. NO. 70102

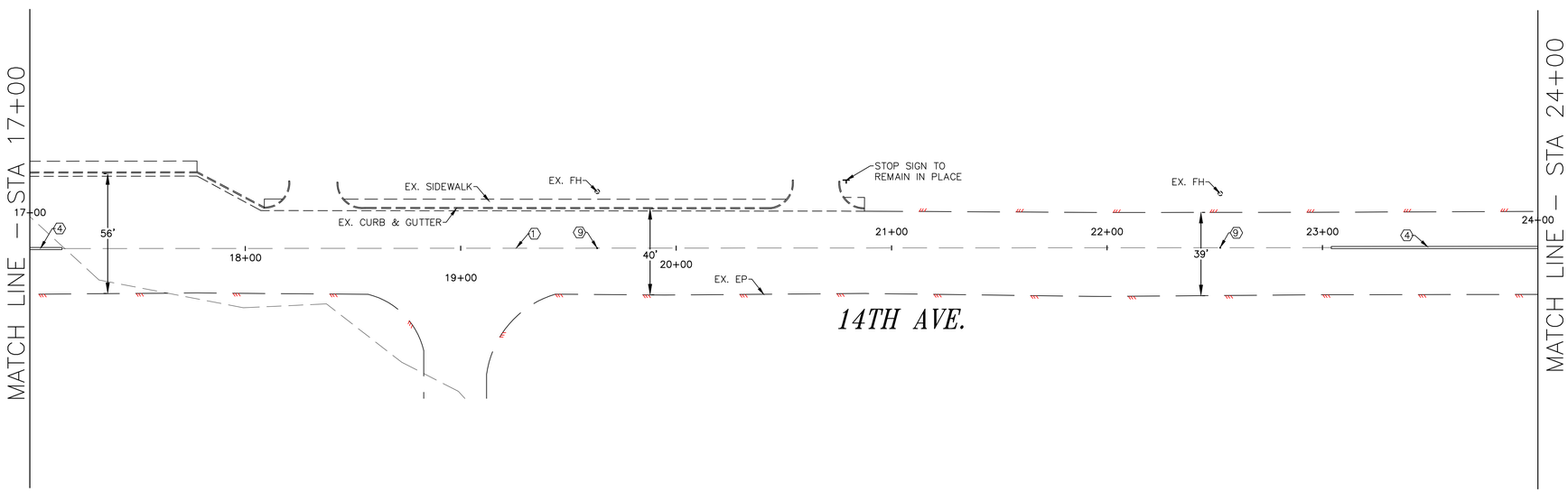
CITY OF BLYTHE, CALIFORNIA

PLAN VIEW

FOURTEENTH AVE. REHABILITATION PROJECT FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

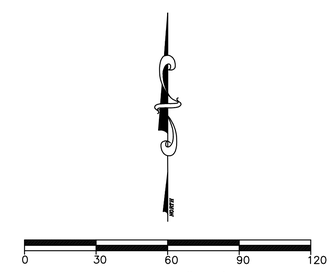
SHEET 5 OF 11 SHEETS
FILE NO.





STRIPING NOTES AND QUANTITIES

1. PAINT 4" YELLOW CENTERLINE PER CALTRANS STD. A20A, DETAIL 2.
2. INSTALL THERMOPLASTIC 12" WHITE SOLID STRIPE PER CALTRANS STD. A24E CROSSWALK LINE WITH WHITE TYPE A MARKERS OUTSIDE OF THE LINE @ 3' O.C. (FULL PERIMETER, BOTH SIDES OF CROSSWALK, TYP.).
3. APPLY WHITE THERMOPLASTIC STREET MARKING PER CALTRANS STANDARDS.
4. PAINT DOUBLE YELLOW STRIPE PER CALTRANS STD. DWG. A24A, DETAIL 22.
5. PAINT 8" SOLID WHITE STRIPE PER CALTRANS STD. DWG. A20D, DETAIL 38.
6. APPLY WHITE THERMOPLASTIC MARKING TYPE IV(R) ARROW PER CALTRANS STD. A24A.
7. APPLY WHITE THERMOPLASTIC MARKING TYPE IV(L) ARROW PER CALTRANS STD. A24A.
8. APPLY WHITE THERMOPLASTIC MARKING TYPE I ARROW PER CALTRANS STD. A24A.
9. INSTALL 2 WAY BLUE RETROREFLECTIVE.



SCALE 1"=30'

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blythe

CITY OF BLYTHE – PUBLIC WORKS DEPARTMENT
APPROVED BY:
CITY OF BLYTHE – PUBLIC WORKS DIRECTOR ARMANDO J. GARCIA BALDIZZONE R.C.E. NO. 70102 DATE

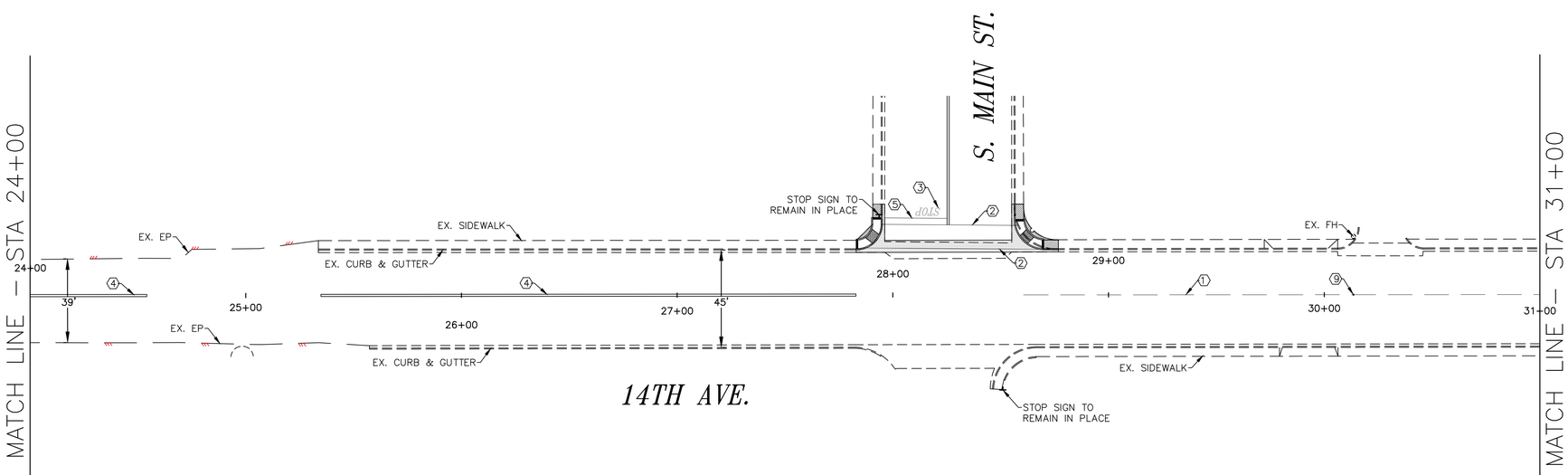
CITY OF BLYTHE, CALIFORNIA

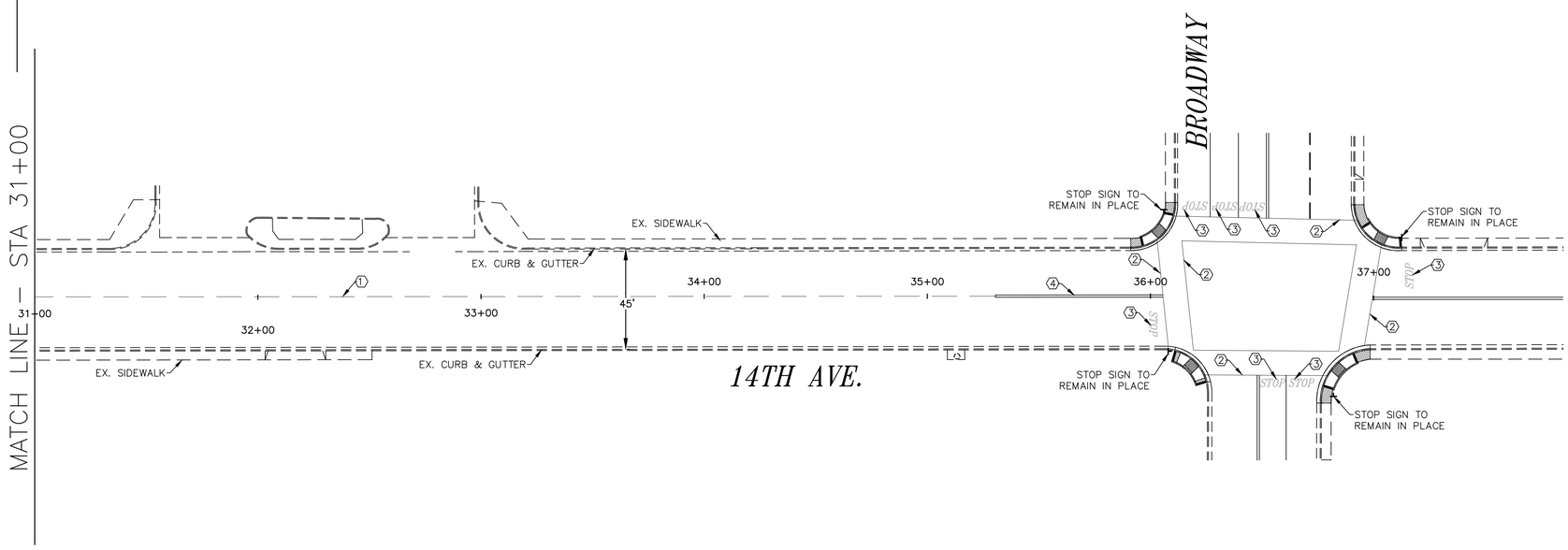
SIGNING AND STRIPING

FOURTEENTH AVE. REHABILITATION PROJECT FROM LOVEKIN BLVD. TO BROADWAY BLYTHE, CA.

SHEET 6 OF 11 SHEETS

FILE NO.





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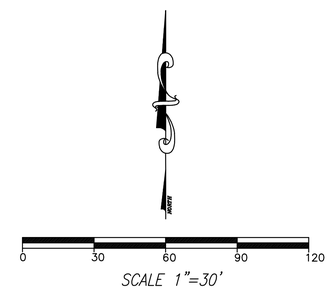

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CITY OF BLYTHE – PUBLIC WORKS DEPARTMENT
APPROVED BY:
CITY OF BLYTHE – PUBLIC WORKS DIRECTOR
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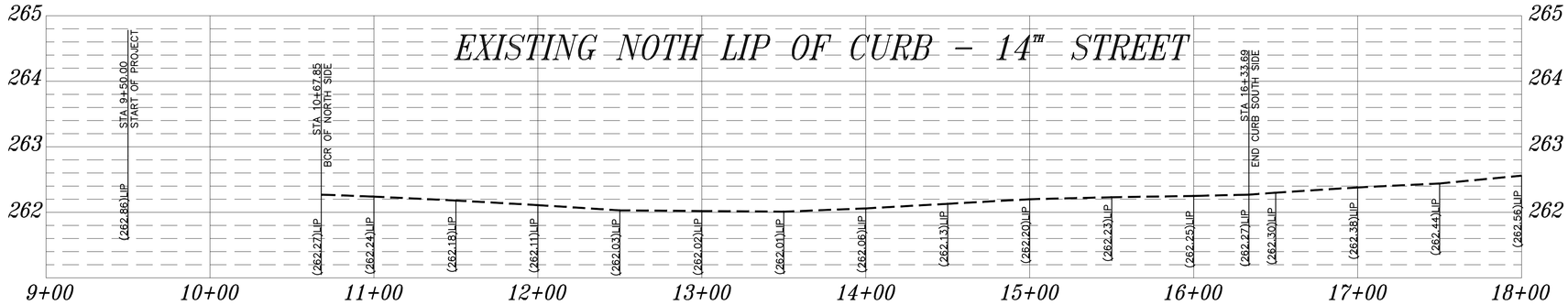
CITY OF BLYTHE, CALIFORNIA

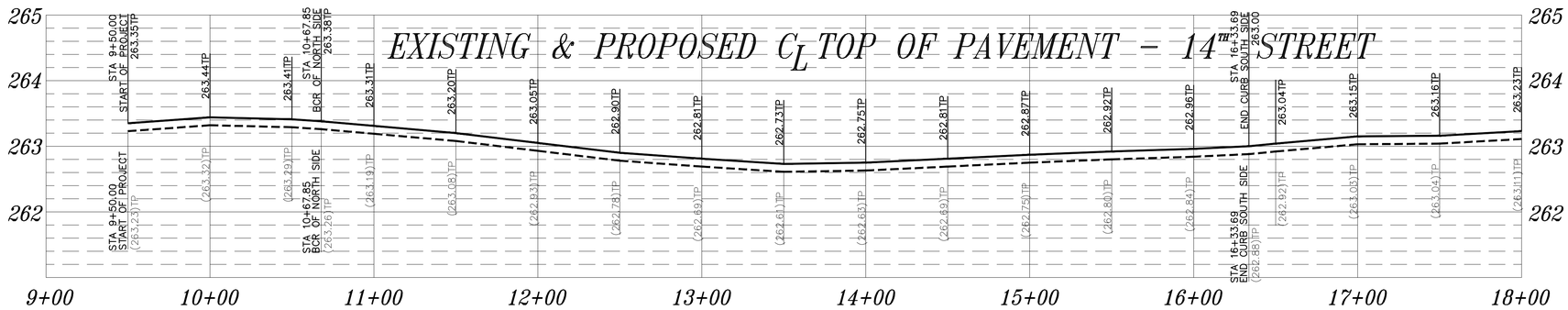
SIGNING AND STRIPING

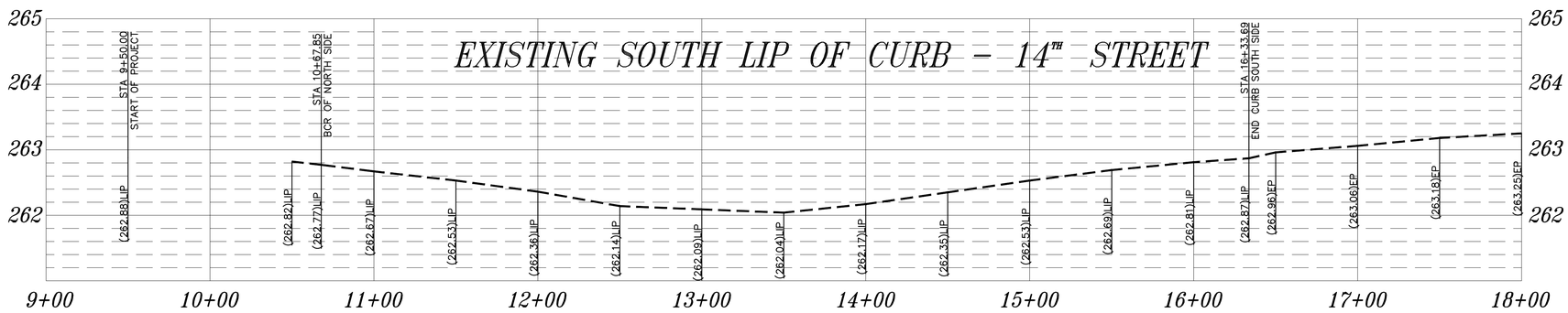
FOURTEENTH AVE. REHABILITATION PROJECT FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

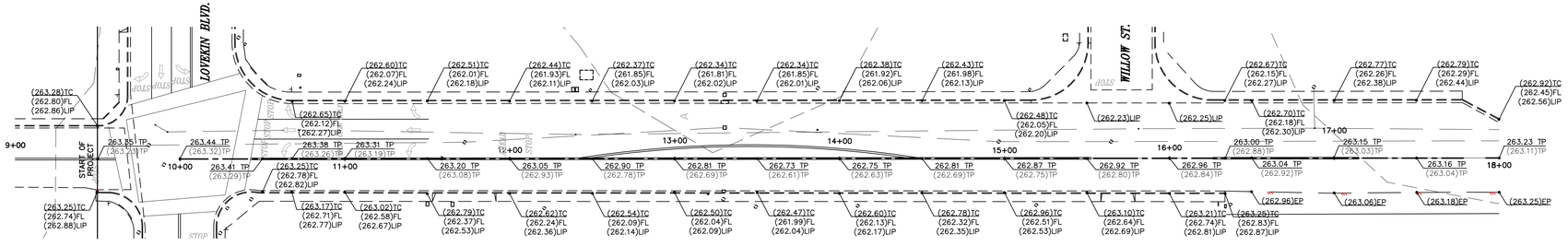
SHEET 7 OF 11 SHEETS

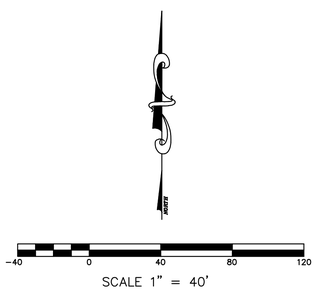
FILE NO.











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NO.	REVISION	APPROVED	DATE

BENCHMARK: CITY OF BLYTHE BENCHMARK NO. 19 — ELEV.: 273.89'

LOCATION: CHISELED SQUARE ON THE TOP OF P.V.I.D. HEADWALL AT THE SOUTHEAST CORNER OF SEVENTH ST. AND BARNARD ST.

REGISTERED PROFESSIONAL ENGINEER — AMIR FAYAZRAD — NO. C 50597 — Exp. ____ — CIVIL — STATE OF CALIFORNIA

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CHECKED BY: AF	DATE	FIELD ENG'G		

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CITY OF BLYTHE – PUBLIC WORKS DIRECTOR — DATE
ARMANDO J. GARCIA BALDIZZONE
R.C.E. NO. 70102

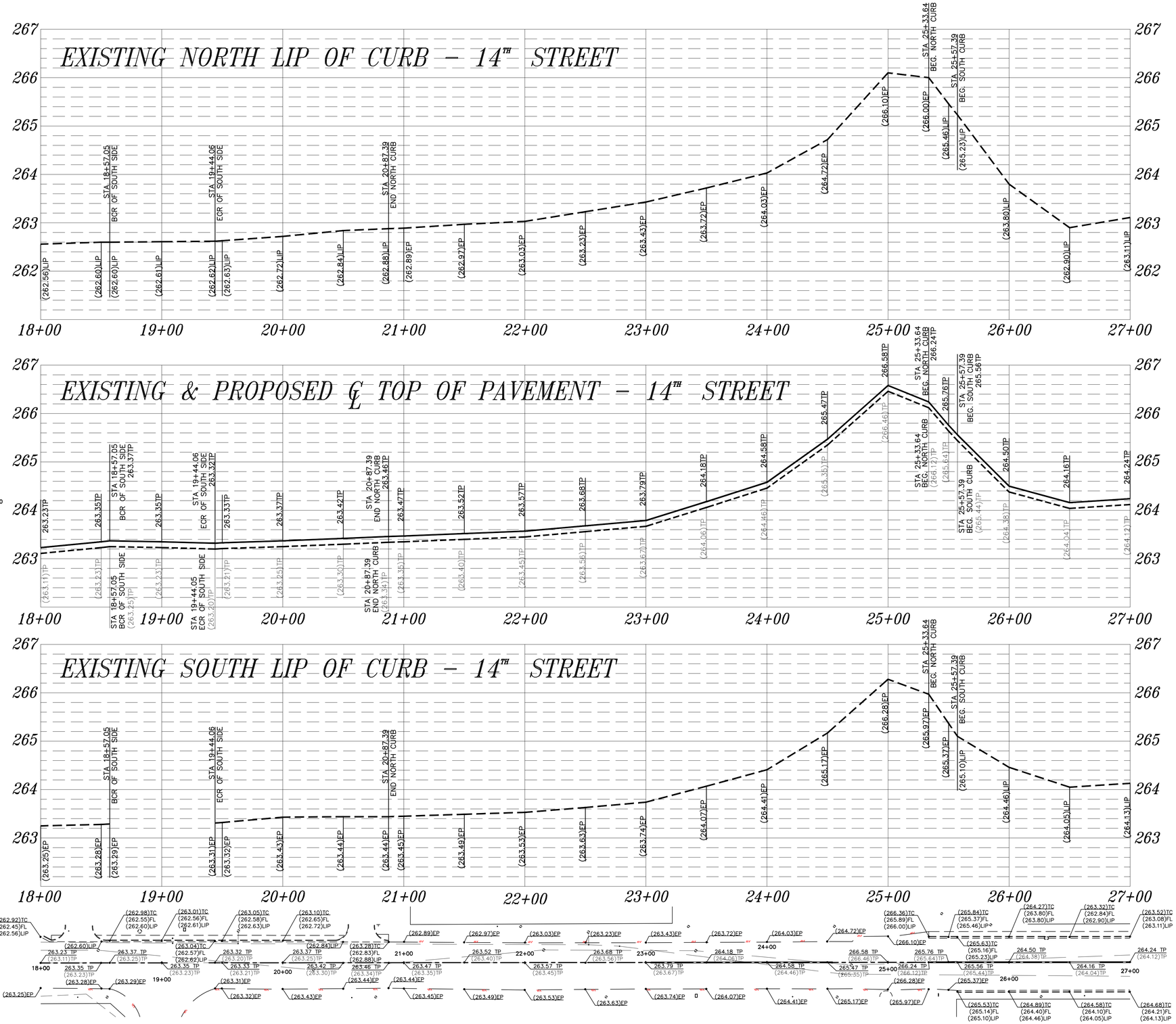
CITY OF BLYTHE, CALIFORNIA

PLAN & PROFILE

FOURTEENTH AVE. REHABILITATION PROJECT
FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

SHEET 8 OF 11 SHEETS

FILE NO.



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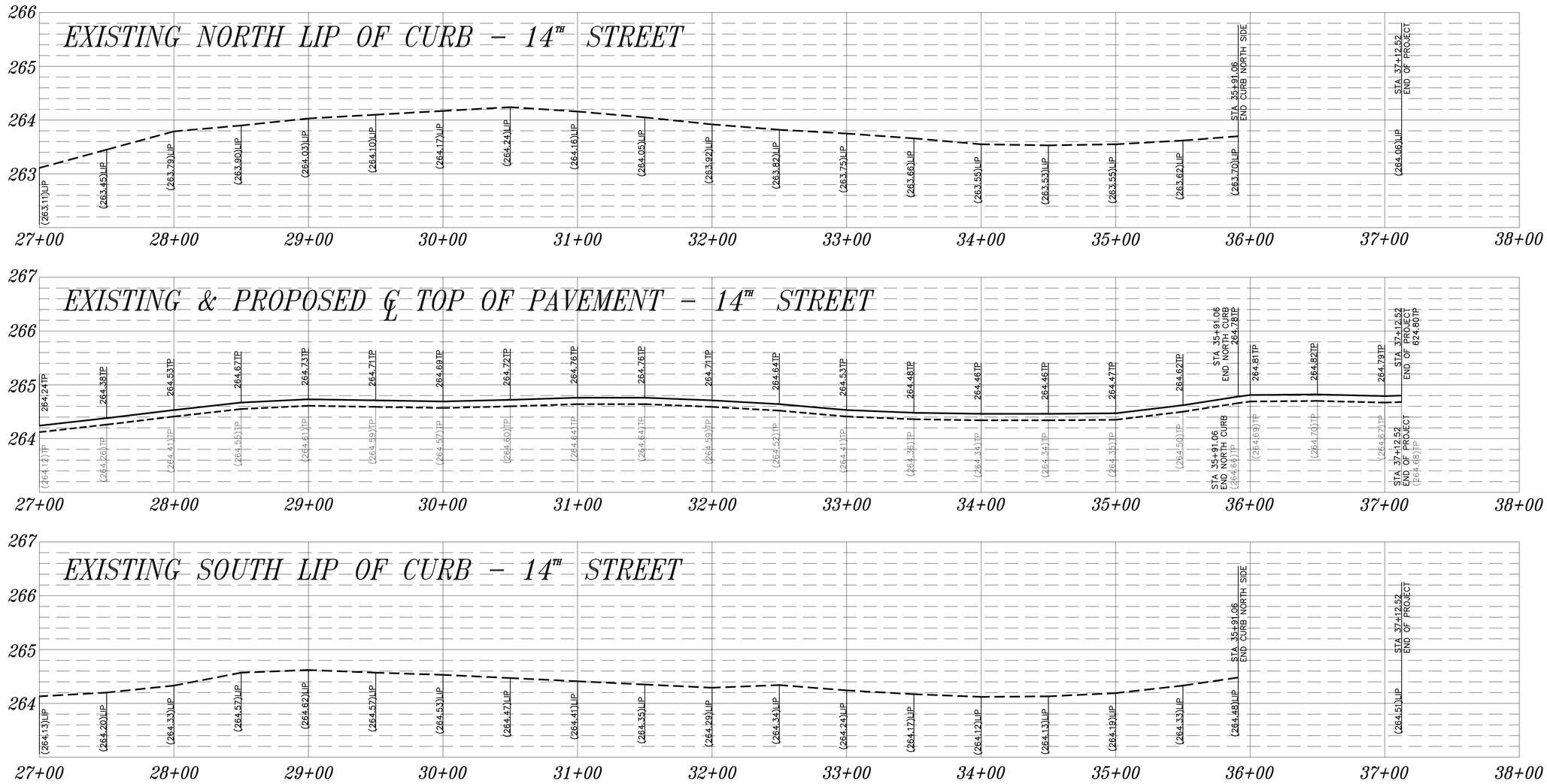
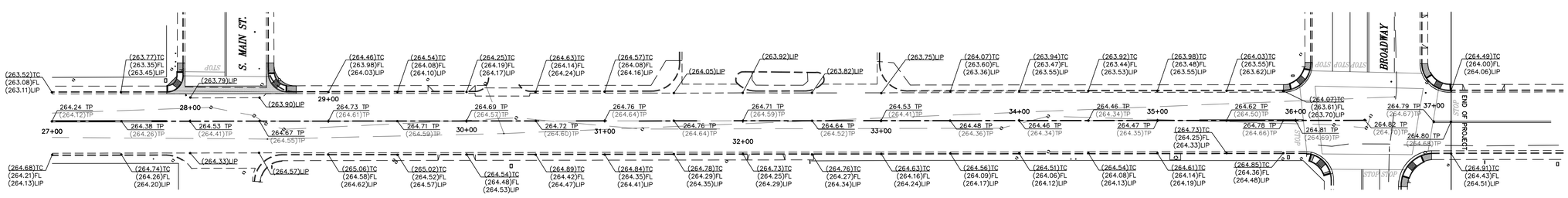
PLAN & PROFILE

FOURTEENTH AVE. REHABILITATION PROJECT
FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

SHEET 9 OF 11 SHEETS

FILE NO.





SCALE 1" = 40'

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PLAN & PROFILE

FOURTEENTH AVE. REHABILITATION PROJECT
FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

SHEET 10 OF 11 SHEETS

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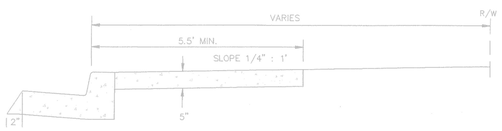


NOTES:

1. SIDEWALK SHALL BE CLASS "3" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. POLYPROPYLENE FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.
2. SCORES AND WEAKENED PLANE JOINTS SHALL BE PER S-209.
3. ALL METAL FORM STAKES MUST HAVE PROTECTIVE DEVICES SUCH AS "MUSHROOMS" INSTALLED AT ALL TIMES DURING USE, TO ADEQUATELY INSURE THE PUBLIC SAFETY.
4. WHEN TYPE "C" CURB AND GUTTER PER S-208B IS USED, THICKNESS OF SIDEWALK SHALL BE 6".

REGISTERED PROFESSIONAL ENGINEER ROBERT K. HOLT No. 27943 Exp. 3-31-02 CIVIL STATE OF CALIFORNIA

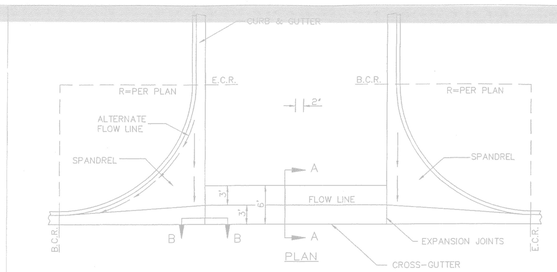
APPROVED: PUBLIC WORKS DIRECTOR — JAMES W. RODKEY, JR. — DATE 9/7/00
APPROVED: CITY ENGINEER — ROBERT K. HOLT, P.E. — DATE 8/31/00

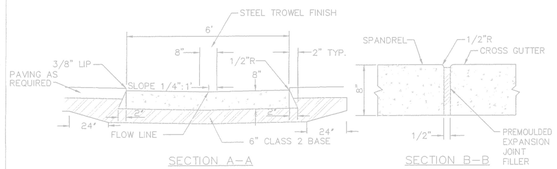
REVISION | BY | DATE

CITY OF BLYTHE

SIDEWALK

STANDARD DRAWING NO. S-206C





NOTES:

1. CROSS-GUTTER AND SPANDREL SHALL BE CLASS "3" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.
2. THE STRAIGHT GRADE BETWEEN B.C.R.'S MAY BE ALTERED ON AN EXCESSIVE GRADE
3. ALL CURB RADII SHALL HAVE HANDICAPPED RAMPS.
4. CURING COMPOUND SHALL BE CURE-TREAT (CONCRETE CONDITIONER AND CURING AIDE) AS MANUFACTURED BY W.R. MEADOWS, INC. OR APPROVED EQUAL. COMPOUND SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION.
5. CLASS 2 BASE MATERIAL SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY PER ASTM D-1557.
6. ALL METAL FORM STAKES MUST HAVE PROTECTIVE DEVICES SUCH AS "MUSHROOMS" INSTALLED AT ALL TIMES DURING USE TO ADEQUATELY INSURE THE PUBLIC SAFETY.

REGISTERED PROFESSIONAL ENGINEER ROBERT K. HOLT No. 27943 Exp. 3-31-02 CIVIL STATE OF CALIFORNIA

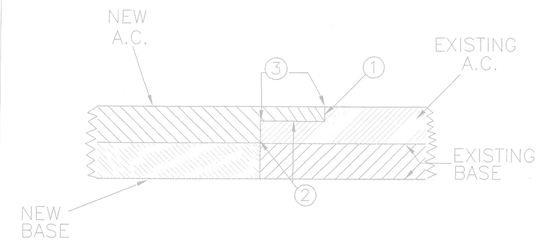
APPROVED: PUBLIC WORKS DIRECTOR — JAMES W. RODKEY, JR. — DATE 9/7/00
APPROVED: CITY ENGINEER — ROBERT K. HOLT, P.E. — DATE 8/31/00

REVISION | BY | DATE

CITY OF BLYTHE

CROSS-GUTTER AND SPANDREL

STANDARD DRAWING NO. S-207



NOTES:

1. GRIND 2' WIDE X 0.12' DEEP HEADER FULL LENGTH OF JOINT
2. TACK COAT ENTIRE SURFACE WITH AR 1000 PAVING ASPHALT AT AN APPROXIMATE RATE OF 0.05 GALLON PER SQUARE YARD OR GRADE SS-1H EMULSIFIED ASPHALT AT AN APPROXIAMATE RATE OF 0.05 TO 0.10 GALLON GALLON PER SQUARE YARD SHALL BE UNIFORMALY APPLIED UPON THE EXISTING PAVEMENT PRECEDING THE PLACEMENT OF THE ASPHALT CONCRETE. THE SURFACE SHALL BE FREE OF WATER,FOREIGN MATERIAL,OR DUST, WHEN THE TACKCOAT IS APPLIED.
3. OVERLAY HEADER AREA TO MATCH NEW & EXISTING A.C. SURFACES
4. WHERE PAVEMENT IS INSTALLED ON A PROJECT ON MORE THAN ONE DAY, A HEADER (AS HERE IN DESCRIBED) MUST BE PROVIDED AT THE CONSTRUCTION JOINT.

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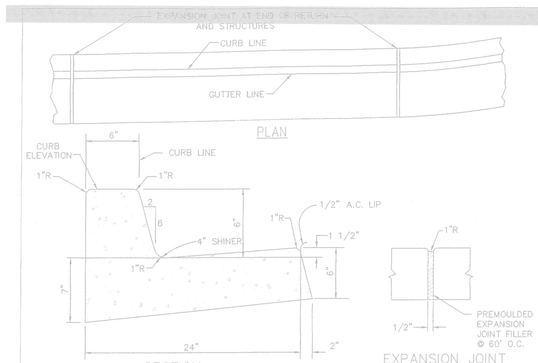
REVISION | BY | DATE

CITY OF BLYTHE

NEW CONSTRUCTION PAVEMENT EXTENSION JOINT

STANDARD DRAWING NO. S-230



NOTES:

1. CURB AND GUTTER SHALL BE CLASS "3" CONCRETE WHICH SHALL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI IN ACCORDANCE WITH ASTM C39/C39M-99 AND SHALL CONTAIN 1-1/2 LBS. POLYPROPYLENE FIBER PER CUBIC YARD. POLYPROPYLENE FIBER BY FIBERMESH CO., FORTA MONO, O.A.E.
2. WIDTH OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINES UNLESS OTHERWISE INDICATED.
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS.
4. CURING COMPOUND SHALL BE CURE-TREAT (CONCRETE CONDITIONER AND CURING AIDE) AS MANUFACTURED BY W.R. MEADOWS, INC. OR APPROVED EQUAL. COMPOUND SHALL BE APPLIED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATION.
5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE MINOR FINISHING SHALL BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINT MAY BE SAWCUT.
6. ALL STREET AND ALLEY DRAINAGE SLOPE SHALL BE NOT LESS THAN 0.10%.
7. ALL METAL FORM STAKES MUST HAVE PROTECTIVE DEVICES SUCH AS "MUSHROOMS" INSTALLED AT ALL TIMES DURING USE, TO ADEQUATELY INSURE THE PUBLIC SAFETY.
8. ALL EXPOSED SURFACES TO HAVE A SMOOTH TROWEL FINISH. DRY SACK FINISH WILL NOT BE ALLOWED.
9. THE CURB EDGES SHALL BE PLACED TRUE TO LINE AND GRADE. VERTICAL ELEVATIONS SHALL NOT VARY MORE THAN ±0.01' WITH A MAXIMUM VARIANCE OF 0.02' FROM DESIGN GRADE OCCURRING IN ANY GIVEN 100 FEET SECTION. THE HORIZONTAL CURB EDGES SHALL NOT VARY MORE THAN 1/4" INCH IN ANY GIVEN 100 FOOT SECTION.

REGISTERED PROFESSIONAL ENGINEER ROBERT K. HOLT No. 27943 Exp. 3-31-02 CIVIL STATE OF CALIFORNIA

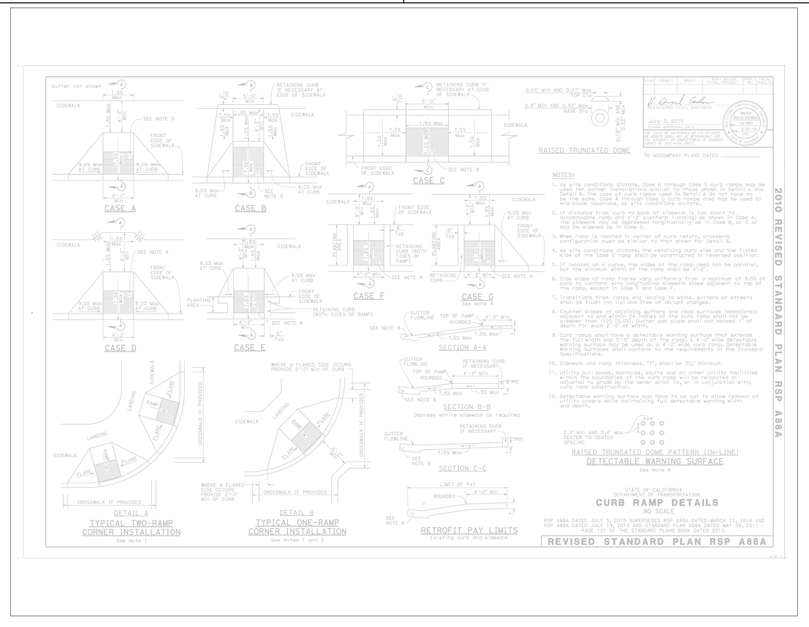
APPROVED: PUBLIC WORKS DIRECTOR — JAMES W. RODKEY, JR. — DATE 9/7/00
APPROVED: CITY ENGINEER — ROBERT K. HOLT, P.E. — DATE 8/31/00

REVISION | BY | DATE

CITY OF BLYTHE

6"-TYPE 'A' CURB AND GUTTER

STANDARD DRAWING NO. S-208



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TWO WORKING DAYS BEFORE YOU DIG

NO.	REVISION	APPROVED	DATE

BENCHMARK: CITY OF BLYTHE BENCHMARK NO. 19 — ELEV.: 273.89'

LOCATION: CHISELED SQUARE ON THE TOP OF P.V.I.D. HEADWALL AT THE SOUTHEAST CORNER OF SEVENTH ST. AND BARNARD ST.

REGISTERED PROFESSIONAL ENGINEER AMIR FAYAZRAD NO. C 50597 Exp. ____ CIVIL STATE OF CALIFORNIA

SIGNATURE: AMIR FAYAZRAD, R.C.E. 50597, EXP. 9/30/17

AMIR ENGINEERING & SURVEYING INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
160 LURING DRIVE, SUITE A
PALM SPRINGS, CA. 92262
PHONE: (760) 318-7424
FAX: (760) 318-7410

DESIGN BY:	CITY CHECK	RIGHT-OF-WAY	INITIAL	DATE
DRAWN BY: SJA		TRAFFIC ENG'G		
CHECKED BY: AF	DATE	FIELD ENG'G		

blythe

CITY OF BLYTHE – PUBLIC WORKS DEPARTMENT
APPROVED BY:
CITY OF BLYTHE – PUBLIC WORKS DIRECTOR — DATE
ARMANDO J. GARCIA BALDIZZONE
R.C.E. NO. 70102

CITY OF BLYTHE, CALIFORNIA

BLYTHE STD. DWG.

FOURTEENTH AVE. REHABILITATION PROJECT
FROM LOVEKIN BLVD. TO BROADWAY
BLYTHE, CA.

SHEET 11 OF 11 SHEETS

FILE NO.