REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL

Wednesday, March 7, 2018
Closed Session – 5:30 p.m.
Open Session – 6:30 p.m.

City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Please turn off your cell phones during the meeting

CLOSED SESSION – 5:30 P.M.

1. **Call to Order**

2. **Roll Call**: Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, Mayor Warren

3. **Public Comments –** Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a "Speaker Request Form" available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*

4. **Closed Session**

   a. Closed session pursuant to govt. code section 54957 – Public Employment; Public Employee Evaluation - City Manager

   b. Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation pursuant to paragraph (2) of subdivision (d) of section 54956.9 - 1 case

c. Conference with Legal Counsel – Anticipated Litigation – Potential Initiation of Litigation pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 – 1 case

c. Return/Report from Closed Session

OPEN SESSION – 6:30 P.M.

1. Call Open Session to Order

2. Invocation – Pastor Emeritus Peter VanDyke of Canyon Lake Community Church

Flag Salute

3. Roll Call: Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, Mayor Warren

4. Approval of City Council Agenda

5. Special Presentations and Proclamations:

5.1 Chamber of Commerce Announcements

5.2 Student of the Month – Taylor Ogden

6. Public Comments – Any person wishing to address the City Council on any matter within the jurisdiction of the City, whether or not it appears on this agenda, is asked to complete a "Speaker Request Form" available on the back counter. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. The City Council has adopted a time limitation of three (3) minutes per person. If you are commenting on the agenda item, your comments will be heard at the time that particular item is scheduled on the agenda. *Please note that if you are addressing the City Council on items NOT on the agenda, the Brown Act does not allow discussion of such items. Therefore, the City Council may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a very limited factual response.*

7. Consent Calendar:

All items listed on the Consent Calendar are considered to be routine matters, status reports or documents covering previous City Council action. The items listed on the Consent Calendar may be enacted in one motion. With the concurrence of the City Council, a Council Member may request that an item be removed for further discussion. Staff recommends approval of all items.

7.1 Waiver of Reading in Full of all Ordinances by Title Only

7.2 Adoption of Resolution No. 2018-07, Approving Claims and Demands of the City **Page 7**

7.3 City Council Meeting Minutes

7.3.1 February 7, 2018 **Page 19**

7.4 Second Reading and Adoption of Ordinance 167; An ordinance of the City Council of the City of Canyon Lake revising and readopting the Canyon Lake Municipal Code Chapter 9.25: Sign regulations relating to definitions of noncommercial signage and reorganizing the text **Page 31**

8. Pulled Consent Calendar Items

9. Schedule of Future Events:

9.1 Finance and Planning Committee Meeting
Tuesday, April 3, 2018 at 8:00 a.m., City Council Chambers

9.2 Public Safety Committee Meeting
Wednesday, April 3, 2018 at 9:30 a.m., City Council Chambers

9.3 Canyon Lake City Council Meeting
Wednesday, April 4, 2018 at 6:30 p.m., City Council Chambers

9.4 Water Committee Meeting
Thursday, March 15, 2018 at 9:00 a.m., City Council Chambers

9.5 Veterans Committee Meeting
TBD

10. Business Items

10.1 Review of the Fiscal Year 2017-2018 Mid-Year Budget Review and Projections, and Approval of Proposed Budget Adjustments **Page 55**

10.2 Award Contract for Slurry Seal FY 2017-2018 Project No. 2017-01 to All American Asphalt of Corona, CA for $263,214.60; with a total construction budget for the project of $350,686.29 including the bid amount, contingency, and engineering, design, construction contract administration, and inspection by Charles Abbott Associated, Inc. **Page 63**

11. Public Hearing

11.1 Public Hearing – Variance (VAR) 17-01, a Variance to the Hillside Ordinance allowing a 1.5 to 1 slope to create a buildable area of approximately one acre located on Sorrel Lane, (APN 355-360-006), Canyon Lake, California. **Page 209**

a. Public Hearing Opened

b. Staff Presentation

c. Questions to Staff by City Council

d. Testimony by Proponents

e. Testimony by Opponents

f. Rebuttal by Proponents

g. Public Hearing Closed

h. Discussion by City Council

i. Action by City Council

12. City Manager Comments

13. Committee and Council Reports/Comments

13.1 Council Member Bonner

13.2 Council Member Ehrenkranz

13.3 Council Member Haggerty

13.4 Mayor Pro Tem Greene

13.5 Mayor Warren

14. Announcements

The next regular City Council meeting is scheduled for **Wednesday, April 4, 2018 at 6:30 p.m. for open session**

15. Adjournment

VISION STATEMENT

The vision of the City of Canyon Lake is to be a City that provides a quality of life that makes Canyon Lake the premier place to live in Southern California.

ATTENTION RESIDENTS:

Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityofcanyonlake.org once the agenda has been publicly posted. Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting. It is the intention of the City of Canyon Lake to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee

or participant at this meeting, you will need special assistance beyond what is normally provided, the City of Canyon Lake will attempt to accommodate you in every reasonable manner. Please contact Aaron Palmer, City Manager/City Clerk, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

March 7, 2017 Regular City Council Meeting

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS. AFFIDAVIT OF POSTING
CITY OF CANYON LAKE }

I, Victoria Day, being duly sworn, depose and say that I am the duly appointed and qualified Senior Office Specialist of the City of Canyon Lake and that on February 1, 2018 before the hour of 5:00 p.m., I caused the above notice to be posted as required by Resolution 2015-36 of the City Council of the City of Canyon Lake.

Victoria Day

Senior Office Specialist

City of Canyon Lake
City Council
Staff Report

TO: Mayor and City Council

FROM: Kayla Malin, Accountant

DATE: March 7, 2018

SUBJECT: List of Demands

Recommendation:

That the City Council adopts a resolution entitled: RESOLUTION NO. 2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CANYON LAKE ALLOWING CERTAIN
CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

Background:

All claims and demands are reported and summarized for review and approval by the City Council on a routine basis at each City Council meeting. The attached claims represent the paid claims and demands since the City Council meeting of February 7, 2018.

Budget (or Fiscal) Impact:

All claims and demands are paid from appropriated funds or authorized resources of the City and have been recorded in accordance with the City's policies.

Attachments:

Resolution
List of Demands

RESOLUTION NO. 2018-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AS SET FORTH IN EXHIBIT A

The City Council of the City of Canyon Lake does hereby resolve as follows:

Demands are approved as shown on the Demand\Warrant Register of March 7th, in the amount of $299,844.04 as follows:

Payroll Earnings (Gross)	$	42,688.59	(2nd Half of January & 1st Half of February)
Payroll Taxes - Employer		1,604.82	(2nd Half of January & 1st Half of February)
On-line Retirement		3,609.91	(2nd Half of January & 1st Half of February)
On-line Health		134.09	(For the Month of February)
General		251,806.63	
TOTAL	$	299,844.04	

PASSED, APPROVED AND ADOPTED this 7th day of March 2018.

Mayor, Vicki Warren

ATTEST:

Aaron Palmer, City Clerk

State of California
County of Riverside) ss
City of Canyon Lake)

I, Aaron Palmer, City Clerk of the City of Canyon Lake, California, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the Resolution No. 2018-07 adopted by the City Council of the City of Canyon Lake, California, at a regular meeting thereof, held on March 7, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Aaron Palmer, City Clerk

City of Canyon Lake

Check/Voucher Register - Council Report - Expenditures

From 2/1/2018 Through 2/28/2018

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24087	2/7/2018	AMERICAN FORENSIC NURSES INC	Sheriff's Dept Blood Draws December 2017	80.00	10	GENERAL
Total 24087	2/7/2018			80.00		
24088	2/7/2018	American Legal Publishing	CA Code Ordinances (47)	1,193.55	10	GENERAL
Total 24088	2/7/2018			1,193.55		
24089	2/7/2018	BIO-TOX LABORATORIES	Sheriff's Dept Blood Testing December 2017	373.00	10	GENERAL
Total 24089	2/7/2018			373.00		
24090	2/7/2018	Randall Bonner	Internet and Phone Reimbursement December 2017	73.54	10	GENERAL
Total 24090	2/7/2018			73.54		
24091	2/7/2018	California Consulting, LLC	Grant Writing Services - Firefighters Grant (AFG) FEMA	1,250.00	10	GENERAL
Total 24091	2/7/2018			1,250.00		
24092	2/7/2018	Charles Abbott Associates, Inc.	Engineering Services December 2017	3,413.56	10	GENERAL
24092	2/7/2018	Charles Abbott Associates, Inc.	Engineering Services, December 2017	15,254.50	20	GAS TAX
Total 24092	2/7/2018			18,668.06		
24093	2/7/2018	CTAI Pacific Greenscape	Install Flood Lights, Fire Station	1,474.66	10	GENERAL
24093	2/7/2018	CTAI Pacific Greenscape	Landscape Maintenance January 2018	250.00	10	GENERAL

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24093	2/7/2018			1,724.66		
24094	2/7/2018	Curtis Browning	Mileage Reimbursement for PC 832 Training	141.70	10	GENERAL
Total 24094	2/7/2018			141.70		
24095	2/7/2018	DATA TICKET	Monthly Code Enforcement December 2017	100.00	10	GENERAL
24095	2/7/2018	DATA TICKET	Monthly Parking Citations December 2017	100.00	10	GENERAL
Total 24095	2/7/2018			200.00		
24096	2/7/2018	Dawn Ecclefield	Mileage Reimbursement for PC 932 Training	141.70	10	GENERAL
Total 24096	2/7/2018			141.70		
24097	2/7/2018	STATE OF CA DEPT. OF JUSTICE	Blood Alcohol Analysis December 2017	35.00	10	GENERAL
Total 24097	2/7/2018			35.00		
24098	2/7/2018	THE GAS COMPANY	Gas, 12/29/17-1/29/18	131.71	10	GENERAL
Total 24098	2/7/2018			131.71		
24099	2/7/2018	Dawn Haggerty	Internet Reimbursement December 2017	30.00	10	GENERAL
24099	2/7/2018	Dawn Haggerty	Internet Reimbursement January 2018	30.00	10	GENERAL
Total 24099	2/7/2018			60.00		
24100	2/7/2018	Joe's Hardware	Cleaning Supplies Fire Station	126.15	10	GENERAL
24100	2/7/2018	Joe's Hardware	Light Fixture Parts Fire Station	17.08	10	GENERAL
24100	2/7/2018	Joe's Hardware	Supplies, Fire Station	17.39	10	GENERAL

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24100	2/7/2018			160.62		
24101	2/7/2018	League of California Cities	Membership Dues 2018	5,844.00	10	GENERAL
Total 24101	2/7/2018			5,844.00		
24102	2/7/2018	NBS	Comprehensive Citywide User Fee and Rate Study Jan 31, 2018	2,470.00	10	GENERAL
Total 24102	2/7/2018			2,470.00		
24103	2/7/2018	Regional Conservation Authority	MSHCP Fees January 2018	4,062.00	50	AGENCY
Total 24103	2/7/2018			4,062.00		
24104	2/7/2018	Rightime Home Services	Permit Refund, 2018-034	120.00	10	GENERAL
Total 24104	2/7/2018			120.00		
24105	2/7/2018	SOUTHERN CALIFORNIA EDISON	Electricity, Office Lease 12/19/17-1/20/18	42.09	10	GENERAL
24105	2/7/2018	SOUTHERN CALIFORNIA EDISON	Electricity, Traffic Signals 12/20/17-1/22/18	83.52	20	GAS TAX
24105	2/7/2018	SOUTHERN CALIFORNIA EDISON	Electricity, Traffice Control 12/28/17-1/29/18	404.51	20	GAS TAX
Total 24105	2/7/2018			530.12		
24106	2/7/2018	STAPLES	Office Supplies	716.11	10	GENERAL
Total 24106	2/7/2018			716.11		
24107	2/7/2018	Toshiba Financial Services	Monthly Copier Lease 1/15/18-2/15/18	690.23	10	GENERAL

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24107	2/7/2018			690.23		
24108	2/7/2018	WRCOG	TUMF Fees January 2018	8,874.00	50	AGENCY
Total 24108	2/7/2018			8,874.00		
24109	2/7/2018	WRCOG	FY 17/18 WRCOG Member Dues	1,406.00	10	GENERAL
Total 24109	2/7/2018			1,406.00		
24110	2/21/2018	Aflac	Supplemental Insurance March 2018	325.70	10	GENERAL
Total 24110	2/21/2018			325.70		
24111	2/21/2018	Randall Bonner	Internet and Phone Reimbursement December 2017	73.54	10	GENERAL
Total 24111	2/21/2018			73.54		
24112	2/21/2018	Charles Abbott Associates, Inc.	Building and Safety Services January 2018	20,234.64	10	GENERAL
24112	2/21/2018	Charles Abbott Associates, Inc.	Environmental Services January 2018	382.00	10	GENERAL
Total 24112	2/21/2018			20,616.64		
24113	2/21/2018	CANYON LAKE PEST CONTROL, Steven E. Young	Pest Control, P.O. #09-010	100.00	10	GENERAL
24113	2/21/2018	CANYON LAKE PEST CONTROL, Steven E. Young	Pest Control, Storage Unit	90.00	10	GENERAL
Total 24113	2/21/2018			190.00		

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24114	2/21/2018	Cota, Cole and Huber, LLP	Attorney Services January 2018	6,871.50	10	GENERAL
Total 24114	2/21/2018			6,871.50		
24115	2/21/2018	CTAI Pacific Greenscape	Irrigation Timer Repair	300.00	20	GAS TAX
24115	2/21/2018	CTAI Pacific Greenscape	Landscape Maintenance January 2018	5,000.00	20	GAS TAX
Total 24115	2/21/2018			5,300.00		
24116	2/21/2018	DATA TICKET	Monthly Code Enforcement January 2018	100.00	10	GENERAL
24116	2/21/2018	DATA TICKET	Parking Citations, January 2018	100.00	10	GENERAL
Total 24116	2/21/2018			200.00		
24117	2/21/2018	DIRECTV	Internet, Fire Station 2/12/18-3/11/18	50.54	10	GENERAL
Total 24117	2/21/2018			50.54		
24118	2/21/2018	Division of the State Architect	Disability Access and Education Fee Report 4th Quarter 2017	246.30	10	GENERAL
Total 24118	2/21/2018			246.30		
24119	2/21/2018	ELSINORE VALLEY MUNI WATER DIS	Water Service, Fire Station 12/29/17-1/29/18	228.24	10	GENERAL
24119	2/21/2018	ELSINORE VALLEY MUNI WATER DIS	Water Services, City Hall 12/28/17-1/27/18	100.12	10	GENERAL
24119	2/21/2018	ELSINORE VALLEY MUNI WATER DIS	Water Service, Irrigation 12/29/17-1/29/18	1,147.89	20	GAS TAX
Total 24119	2/21/2018			1,476.25		

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24120	2/21/2018	FRIDAY FLYER	Community Development Block Grant	129.00	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice Inviting Sealed Bid Proposals	171.00	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice Inviting Sealed Bid Proposals - Column Repairs	166.50	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice Inviting Sealed Bid Proposals - Exterior Paint	166.50	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice Inviting Sealed Bid Proposals - Roof Repairs	153.00	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice Inviting Sealed Bid Proposals-Sitework	169.50	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice of Ordinance Adoption 176	34.50	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice of Ordinance Introduction - 173	30.75	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice of Public Hearing	38.25	10	GENERAL
24120	2/21/2018	FRIDAY FLYER	Notice of Urgency Ordinance Adoption 172	33.75	10	GENERAL
Total 24120	2/21/2018			1,092.75		
24121	2/21/2018	Frontier Communications	Internet, City Hall 2/10/18-3/9/18	146.98	10	GENERAL
24121	2/21/2018	Frontier Communications	Phones, City Hall 2/13/18-3/12/18	121.00	10	GENERAL
24121	2/21/2018	Frontier Communications	Phones, Fire Station 2/13/18-3/12/18	252.81	10	GENERAL
Total 24121	2/21/2018			520.79		
24122	2/21/2018	Jani-King of CA, Inc.	Janitorial Services February 2018	735.50	10	GENERAL
Total 24122	2/21/2018			735.50		
24123	2/21/2018	Joe's Hardware	Car Washing Supplies	50.41	10	GENERAL
Total 24123	2/21/2018			50.41		

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24124	2/21/2018	Matt Poland	Refund Plot Plan 17-08 Deposit	732.50	10	GENERAL
Total 24124	2/21/2018			732.50		
24125	2/21/2018	Michelle Williams	Refund of business license	62.00	10	GENERAL
Total 24125	2/21/2018			62.00		
24126	2/21/2018	Miguel Borja	Direct Deposit correction for PR 1/31/18	50.00	10	GENERAL
Total 24126	2/21/2018			50.00		
24127	2/21/2018	Nancy Greenhalgh	Retiree Health Insurance March 2018	197.76	10	GENERAL
Total 24127	2/21/2018			197.76		
24128	2/21/2018	Pitney Bowes Global Financial Services, LLC	Postage January and February 2018	402.50	10	GENERAL
Total 24128	2/21/2018			402.50		
24129	2/21/2018	JOHN REGUS	Conference Room Rent March 2018	250.00	10	GENERAL
Total 24129	2/21/2018			250.00		
24130	2/21/2018	JOHN REGUS	Library Rent April 2018	1,043.33	10	GENERAL
Total 24130	2/21/2018			1,043.33		
24131	2/21/2018	Resources Recycling & Recovery	Unspent Funds FY 14/15	5,000.00	10	GENERAL
Total 24131	2/21/2018			5,000.00		

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
24132	2/21/2018	RIV. CO. SHERIFF-S DEPT.	Contract Law Enforcement 12/7/17-1/3/18	123,897.65	10	GENERAL
Total 24132	2/21/2018			123,897.65		
24133	2/21/2018	SOUTHERN CALIFORNIA EDISON	Claims and Demands March 2018	300.22	10	GENERAL
24133	2/21/2018	SOUTHERN CALIFORNIA EDISON	Electricity, City Hall 1/16/18-2/13/18	693.96	10	GENERAL
24133	2/21/2018	SOUTHERN CALIFORNIA EDISON	Electricity, Pump Station 1/9/18-2/7/18	234.28	20	GAS TAX
24133	2/21/2018	SOUTHERN CALIFORNIA EDISON	Electricity, Traffic Control 1/16/18-2/13/18	166.52	20	GAS TAX
24133	2/21/2018	SOUTHERN CALIFORNIA EDISON	Electricity, Traffic Control 12/19/17-1/20/18	12.69	20	GAS TAX
Total 24133	2/21/2018			1,407.67		
24134	2/21/2018	Special District Risk Management Authority	Dental Insurance March 2018	200.63	10	GENERAL
Total 24134	2/21/2018			200.63		
24135	2/21/2018	Sparkletts	Drinking Water, January 2018	72.88	10	GENERAL
Total 24135	2/21/2018			72.88		
24136	2/21/2018	STATE COMP. INS. FUND	Worker's Comp March 2018	1,265.42	10	GENERAL
Total 24136	2/21/2018			1,265.42		
24137	2/21/2018	Structural Termite/Pest Control	Pest Control, Fire Station 2/5/18	36.75	10	GENERAL
Total 24137	2/21/2018			36.75		
24138	2/21/2018	Synoptek, LLC	IT Service February 2018	2,240.00	10	GENERAL

Check Numb...	Matching Docum... Date	Vendor Name	Transaction Description	Check Amount	Fund Code	Fund Short Title
Total 24138	2/21/2018			2,240.00		
24139	2/21/2018	TPx Communications	City Hall Phone System 2/16/18-3/15/18	548.96	10	GENERAL
Total 24139	2/21/2018			548.96		
24140	2/21/2018	Time Warner Cable	Internet, Fire Station 2/10/18-3/9/18	74.98	10	GENERAL
Total 24140	2/21/2018			74.98		
24141	2/21/2018	TOWN & COUNTRY TOWING	Towing, CN173060011	1,610.00	10	GENERAL
Total 24141	2/21/2018			1,610.00		
24142	2/21/2018	U. S. Bank	Fire Station furniture, LOCC meeting, supplies, etc	5,970.44	10	GENERAL
Total 24142	2/21/2018			5,970.44		
24143	2/21/2018	Verizon Wireless	Cell Phones, 1/4/18-2/3/18	444.16	10	GENERAL
24143	2/21/2018	Verizon Wireless	iPads, 1/4/18-2/3/18	199.08	10	GENERAL
Total 24143	2/21/2018			643.24		
24144	2/22/2018	Regional Conservation Authority	MSHCP Fees Collected for February 2018	6,093.00	50	AGENCY
Total 24144	2/22/2018			6,093.00		
24145	2/22/2018	WRCOG	TUMF Fees Collected for February 2018	13,311.00	50	AGENCY
Total 24145	2/22/2018			13,311.00		
Report Total				251,806.63		

MINUTES

REGULAR MEETING OF THE
CANYON LAKE CITY COUNCIL
Wednesday, February 7, 2018
Open Session - 6:30 p.m.

City Council Chambers
31516 Railroad Canyon Road
Canyon Lake, CA 92587

Open Session – 6:30 p.m.

1. Call Open Session to Order

Mayor Warren called the meeting to order at 6:31 p.m.

2. Invocation

Invocation was led by Pastor Emeritus Peter VanDyke.

Flag Salute

Flag Salute was led by Jake Hosking.

3. Roll Call

Present: Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, and Mayor Warren.

4. Approval of the City Council Agenda

City Manager Palmer announced that Item 5.4 needed to be added for an update by the Sheriff's Department and that a new, corrected, staff report for Item 10.2, the Mid-Year Budget, was provided.

Moved by Bonner, seconded by Greene to approve the agenda with the amendments announced.

Motion carried 5-0 with Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene, and Mayor Warren voting aye.

5. Special Presentation and Proclamations

5.1 Chamber of Commerce Announcements

Jim Randel, Past President of the Chamber of Commerce, announced upcoming Chamber of Commerce events and award winners for the year. He went on to discuss the upcoming Golf Tournament.

5.2 Student of the Month – Casey MacDonald

Mayor Warren presented Student of the Month Casey MacDonald with a proclamation from the City Council. Casey MacDonald discussed some of his accomplishments.

5.3 Recognition of Ryan Hosking and Jake Hosking for obtaining the rank of Eagle Scout in the Boy Scouts of America

Ryan and Jake Hosking discussed their projects and the process of obtaining the rank of Eagle Scout.

Mayor Warren went on to recognize Jack Wamsley and Warren ____ for their volunteering and donations to the Veteran's Day Committee because they were not able to attend the previous Council Meeting to be recognized.

5.4 Update by Sheriff's Department

Lt. Huskey provided an update to the City Council and community regarding the Sheriff's Department statistics for December 2017. He also went on to discuss the arrest of a suspect in the recent vehicle thefts and that no additional thefts had been reported since that arrest. He reviewed the arrest for a marijuana grow and honey oil operation in the City.

There was discussion regarding tow fees that the City was paying due to Sheriff Investigation towing. There was additional discussion regarding the City's ability to recover those costs. The laws regulating marijuana were discussed.

6. Public Comment

Barry Talbot, resident, asked about whether or not Canyon Lake was looking at getting its own zip code.

There was discussion regarding the discussions that had been held with both Canyon Lake and Menifee about dedicated zip codes. The area did not have a dedicated post office for each city, they were serviced by a satellite office and the zip code will not change.

7. Consent Calendar

7.1 Waiver of Reading in Full of all Ordinances by Title Only

7.2 Adoption of Resolution No. 2018-03, Approving Claims and Demands of the City

7.3 City Council Meeting Minutes

7.3.1 January 10, 2018

7.4 Approval of Resolution 2018-05, Changing the name and functions of the City Council Administration, Finance, and Planning Committee

7.5 Receive and File Quarterly Investment Report

7.6 Approve Lease Extension for Additional Library Space with John Regus

Moved by Bonner, seconded by Greene to approve the consent calendar as presented.

Motion carried 5-0 with Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene and Mayor Warren voting aye.

8. Pulled Consent Calendar Items

There were no pulled consent calendar items.

9. Schedule of Future Events

Mayor Warren announced the schedule of future events are located on the agenda, website and Friday Flyer.

10. Business Items

10.1 Review of Fiscal Year 2016-17 Audited Financial Statements

City Manager Palmer introduced Terry Shea the Finance Director who provided the staff report for the item.

He went on to discuss the debt that the City had dedicated for Measure A funds.

10.2 Review of the Fiscal Year 2017-2018 Mid-Year Budget Review and Projections, and Approval of Proposed Budget Adjustments

Finance Director Shea reiterated that a revised, corrected, staff report had been provided for the item.

He went on to review the process of projecting the revenues and expenditures for the remainder of the year.

The items added to the budget were reviewed. It was stated that the proposed mulch project was an in-house project and would not be managed by Charles Abbott.

Mayor Warren expressed concern that the budget was still not balanced, even with the corrected staff report. She requested additional time to look at the amendments to avoid being in the red at all.

The item would be brought back at the March meeting to allow for additional time for review and to have questions answered.

There was discussion regarding the items that caused the increase in attorney's fees. City Attorney Martyn stated that the work on the cannabis ordinances and Code Enforcement cases caused the increase but were resolved. The other issue that caused an increase was the exceptionally large amount of public records requests that came from John Zaitz. She stated that approximately 100 requests had come from Mr. Zaitz in the past year in addition to a piece of litigation. Those issues alone cost approximately $22,000 in attorney's fees for the City.

There was discussion regarding the types of public records requests that had been coming in to the City from Mr. Zaitz. It was stated that the costs stated were for attorney fees only and did not include any other staff members' time or costs.

Council Member Haggerty recognized Administrative Services Manager Borja's efforts in saving the City a significant amount of money with the number of grants that he has been able to secure for the City.

11. Public Hearing

11.1 Public Hearing and Adoption of Resolution No. 2018-06, Declaring 21734 Appaloosa Court to be a public nuisance and ordering and authorizing the City Staff to take the necessary steps to cause abatement of that nuisance

The public hearing was opened at 7:26 p.m.

Gina Dickson, Special and Code Enforcement, provided the staff report for the item.

City Attorney Martyn reiterated that Code Enforcement and Special Enforcement staff had documented a series of violations of local building codes and State codes

which made the property uninhabitable. The property had been red tagged and that there was a serious question about whether or not the property should be demolished because there had been no demolition permit pulled by the owner.

She went on to stated that if the City Council declared the property a nuisance, there would be an appeal period where the home owners could comply with the City's requirements to clear up the violations, and after that period the City could take a variety of remedies. City Attorney Martyn reviewed the options for remedies that the City Council could choose.

There was discussion regarding whether or not it would be possible to bring the property back up to code.

There was discussion regarding what would have to be done by the property owners in order to comply with City and State codes.

There was discussion regarding the type of noticing that had occurred up to the point of the Public Hearing. The noticing that would occur after the Public Hearing if the property was declared a nuisance was reviewed.

Cost recovery options for all of the time spent by staff in providing the inspections and notices to date was reviewed.

Nancy Athy, owner of the property, and her son Jay Athy were present. Ms. Athy went on to state that there was a mix-up and that they had tried to fix the property. She stated that when they first purchased the property as a fixer-upper they obtained permits to put on a new roof, new windows, new stucco, a new garage door, and remodeling the kitchen. She went on to say that there had been a big rain storm and there was a leak from the patio into the garage so they had to remove a wall and they found dry rot. They had also found a substandard footing. The substandard footing had been permitted when the building was built. They received a notice that they had to get a building permit when they were removing the wall, which they did obtain. She went on to state that they had received three building permits for the property in the past and hired an engineer to correct the substandard footing. The engineer quit after submitting the prints to the Building Department three different times because he would no longer work with City staff. She went on to state that they did not add any square footage to the home and just took down a wall. Staff inspected the property and notified them of what needed to be corrected. She stated that the Building Department lost their plans. She went on to state that they were delayed and that the Planning Department had also lost their plans. She stated that they went to court and that Code Enforcement agreed in court that they could resubmit the plans without additional charges to get the issues corrected. She went on to state that they resubmitted and were charged again. She stated that after she resubmitted there was a delay, and then the City came and red tagged the property, searched the property and searched her son. She agreed that there were violations on site but that the reason was that the

property was under construction and they were waiting to finish it. She stated that the Building Department was putting up obstacles that were preventing her from getting the house done. She asked that a list of things that needed to be done be submitted to her and she would do them.

Ms. Athy stated that it was getting so difficult that they decided to tear down part of the structure where the bad supports were, and the City stated that they had to have an asbestos inspection, which they did. They then decided it would be too expensive to go through removing the parts of the structure over the substandard supports after the inspection.

She stated that it wasn't her fault that there were substandard supports and that rain had caused them to tear down the wall. She felt that they were not getting any cooperation from the Planning Department. She felt that the City was not helping and was only causing problems. She stated that she was willing to fix the issues but the City was not letting her. She stated they had been to court with the City four times, and that she wanted a refund for resubmitting the plans that she was not supposed to have to pay for resubmitting.

Ms. Athy stated that the property was not that bad and she had done a lot of improvements and there was not much more to do. She repeated that the City was losing their plans and then lying about it, stating that she had received them back. She felt that it was ridiculous that they had to keep doing corrections to the plans.

Jay Athy, the property owner's son, stated that he had called the police on the last City Building Inspector because they lied to him while they were in court with the Canyon Lake Property Owners' Association (POA) who was trying to fine the Athy's. He stated that the POA fines were currently at $70,000 for the Athy's not being able to work on the house since it was red tagged in 2011. He stated that he had worked with the POA and the City to try to resolve the issue and submitted plans, and that the City and POA schemed together against him. He stated that he was a documentary film maker and had documented evidence that he had showed to the City and the Police. He stated that the City's Attorneys lied and perjured themselves in court. He stated that the City had destroyed his plans. He stated that all of the mischievous stuff that the City and POA was doing to destroy him would come out when they went to court. He stated that the City tried to have him arrested on his own property and he had it on video.

Nancy Athy, property owner, stated that a lot of uncalled for and unnecessary actions had taken place.

Jay Athy, property owner's son, stated that when the City Council acts illegally they are not protected and can individually be sued.

City Attorney Martyn stated that she had no knowledge of what occurred at the POA court hearings, and that they had appealed a citation that was issued to them

in the past by Jean Voshall, Code Enforcement Officer. They were allowed a period of time to submit plans. They had initially submitted plans, and then did not return the plans with the required corrections and were then no longer in compliance. After that point, the property was red tagged. Mr. Athy was staying on the property after the red tag was issued and there was a duly obtained from the court Property Inspection Warrant which was served in order to enter the interior of the property to inspect for various code violations. At that point is when some of the disagreement occurred while Police Officers were present. She went on to state that the court addressed Mr. Athy's ability to remove his property from the location and there was another hearing coming up. She stated that those hearings were unrelated to the public nuisance hearing.

Gina Dickson, Special and Code Enforcement Officer, stated that the public nuisance declaration was to make sure that the property was moved forward and brought into compliance. Compliance was ultimately the goal, but in the time that she had been with the City, the property had not moved forward at all.

Mayor Pro Tem Greene asked for the amount of time that had lapsed from the beginning to where the issue was currently at with the hearing.

Officer Dickson stated that there was a stop work order from the Building Department dated in 2008.

The public hearing was closed at 7:48 p.m.

Mayor Pro Tem Greene stated that 2008 to the current hearing was a significant amount of time with a lot of things that had occurred and that the City needed to make the community safe. It wasn't the intent of the City to cause any ill on anyone, but needed to protect the people that live in the neighborhood.

Moved by Greene, seconded by Ehrenkranz to approve Resolution 2018-06.

Motion carried 5-0 with Council Members Bonner, Ehrenkranz, Haggerty, Mayor Pro Tem Greene and Mayor Warren voting aye.

Staff stated that there was a period of time that the property owner's could come into compliance. If compliance was not reached in that period of time, staff would be returning to the City Council to ask how they would like to proceed with abatement of the nuisance.

It was clarified that the notice to comply would include a list of all of the things that needed to be corrected.

Council Member Haggerty stated that it had been going on for 10 years, and that she would like to see that there is a serious effort to fix the issues.

City Attorney Martyn stated that if corrected building plans were submitted with a licensed contractor involved in the next couple of weeks, and you could see work beginning on the property, it would show a good faith effort. She added that it was not clear to the City that the property was repairable, and it would be up to the owner to decide to attempt repairs or seek a demolition permit. She stated that a demolition permit signed by the property owner with the fees paid would also be viewed as a sign of progress if there was an actual contractor involved.

Council Member Haggerty stated that the timeframe needed to be very specific if there was an attempt at compliance took place to prevent the issue from dragging on again.

12. City Manager Comments

City Manager Palmer stated that Fire Chief Hawkins had been reassigned by CalFire and the County and City currently had an Interim Chief. He would provide information about the replacement when he received it.

City Manager Palmer asked Special and Code Enforcement Officer Dickson to provide comments.

Council Member Bonner stated that it had been mentioned at the Public Safety Committee meeting, but he wanted to mention to the City Council that the Fire Department was still not sending a representative to the Public Safety Committee meeting although the City was contracted with them for a station again and inquired if the City Manager made any progress in getting a representative.

City Manager Palmer stated that he mentioned it to the Fire Department and would be bringing it to their attention again.

Council Member Bonner stated that someone from the Council should be appointed to talk to them if it couldn't be resolved with the City Manager. City Manager Palmer stated that he would invite Council Member Bonner to the next time that he met with the Fire Department.

Officer Dickson stated that staff had located the address of marijuana grow, and an administrative citation had been issued for that in addition to the police actions. An inspection warrant would now be required for Code Enforcement and Building Officials to access and inspect the property. She stated that electricity had been shut off at the location, and a citation and request to inspect the property had been sent. The property owner may then allow a voluntary inspection, without the property owner authorizing inspection a court order would have to be obtained.

There was discussion that although the marijuana was removed from the property, the people were still living in the home and there were Code violations.

Officer Dickson went on to state that the handout regarding State Laws for smoking were distributed to local businesses and would now be provided to new businesses and there were no additional complaints regarding smoking in the shopping center. She stated that it appeared there was now compliance.

13. Committee and Council Reports/Comments

13.1 Council Member Bonner

Council Member Bonner discussed the events and meetings he had attended in December. He went on to discuss updates in transportation and funding. He added that he was disappointed that the Congressman representing Canyon Lake did not want to hold public meetings with the City Council and the residents, and that he only wanted meet privately to avoid getting static from the public. Council Member Bonner stated that if the meeting with the Congressman was not public, he felt that it should be cancelled.

13.2 Council Member Ehrenkranz

Council Member Ehrenkranz discussed statistics from WRCOG and their HERO program. He went on to discuss a presentation by the Morongo Tribe's efforts in firefighting and other charity work done by the tribe. Council Member Ehrenkranz provided information received from Vector Control regarding the Zika Virus and West Nile Virus. He discussed SCAG's new building and that it was in the tallest building west of the Mississippi River, he went on to provide updates received from SCAG.

13.3 Council Member Haggerty

Council Member Haggerty stated that she had a report she had forgotten but would give it in March because it had a lot of information. She reviewed the Rapid Transit Seminar she had attended and the Riverside Transit Agency budget meeting. She stated that the rider numbers had dropped due to families that could not previously afford cars purchasing them now as incomes were going up and there were more jobs available. She discussed the impact on freeway congestion and a marketing program highlighting the time and cost savings by taking public transportation. She went on to discuss how Dial-A-Ride assists house bound and disabled citizens and a new program that the Transit Agency was starting to help people new to using public transportation. She added that she was going to be going to the Senior Center to make a presentation and putting together a flyer about options for transportation.

13.4 Mayor Pro Tem Greene

Mayor Pro Tem Greene discussed the projected population growth in the Los Angeles Basin and how the freeway system was not designed for such a large population. He added that he and Council Member Bonner were in the Finance and Planning Committee and were looking into reeling in costs. He thought there would be a recommendation soon about changing how the City did business to help reel in costs. He stated that the last meeting was not complete until noon, with a break to do the Public Safety Committee meeting. He reviewed the New Mayor and City Council Member Conference he had attended. He added that the Bureau of Land Management lands (BLM) had been brought up in a discussion with the Conservation Agency again. He elaborated on how another City created a two-year budget with community interaction. He thanked the Water District for cases of water donated to the Emergency Preparedness Committee.

13.5 Mayor Warren

Mayor Warren discussed the upcoming Alum Treatments. She discussed a meeting with a local chemistry class regarding the lake's quality and treatments. She discussed efforts to address cyanotoxins in the lake. Mayor Warren provided an update on the Animal Friends of the Valleys and the animal shelter. She asked that an item be put on the agenda in the future regarding a Statewide push for mandatory spay and neuter of animals. She discussed the Move I-15 Through Temecula Valley Task Force, and the new gas tax that was covering some projects to relieve traffic issues. She stated that she enjoyed the opportunity to attend the Student of the Month ceremonies and meeting the students, but she would like to offer the opportunity to the other Council Members if they would like to attend.

Council Member Haggerty discussed the gas tax, and how a previous tax that was supposed to be for transportation had been spent on the train, and this new tax did not specify what the money was to be used for. A new proposal would be coming up that would specify exactly what the money would be going to.

There was discussion regarding transportation funding.

14. Announcements

The next regular City Council meeting that was scheduled for March 7, 2018 at 6:30 p.m. for Open Session.

15. Adjournment

Mayor Warren adjourned the meeting at 8:37 p.m.

Respectfully submitted,

_____
Ariel Hall
City Clerk Dept.

City of Canyon Lake
City Council
Staff Report

TO: **Honorable Mayor and Members of the City Council**

FROM: **Aaron Palmer, City Manager**

BY: **Ariel Hall, City Clerk Department**

DATE: **March 7, 2018**

SUBJECT: **Revising and Readopting the Canyon Lake Municipal Code Chapter 9.25: Sign Regulations relating to clarifying sign measurement criteria and sign abandonment criteria.**

Recommendation

Approve second reading and adoption of Ordinance No. 167; revising and readopting the Canyon Lake Municipal Code Chapter 9.25, Sign Regulations, relating to clarifying sign measurement criteria and sign abandonment criteria and that all of Chapter 9.25 be readopted.

Background

City Council held the introduction, first reading and public hearing at the City Council Meeting on March 1, 2017, the adoption of the Ordinance was approved in April 2017; however, since that adoption it was noticed that there were typos and a cross reference in the ordinance that was not completed. Staff is now bringing back the ordinance with the appropriate changes made.

Budget (or Fiscal) Impact

There is no fiscal impact.

Attachment

1. Ordinance No. 167

ORDINANCE NO. 167

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CANYON LAKE REVISING AND READOPTING THE CANYON LAKE MUNICIPAL CODE CHAPTER 9.25: SIGN REGULATIONS RELATING TO DEFINITIONS OF NONCOMMERCIAL SIGNAGE AND REORGANIZING THE TEXT

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CANYON LAKE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 9.25 of the Canyon Lake Municipal Code is amended as follows:

9.25.010 Purpose and intent.
9.25.020 Definitions.
9.25.030 Commercial signs for which a permit is not required.
9.25.040 Commercial Sign Permit requirements.
9.25.050 Commercial Sign regulations.
9.25.060 Temporary commercial signs.
9.25.070 Non-commercial signs
9.25.075 Prohibited signs.
9.25.080 Abandoned, illegal and nonconforming signs.
9.25.090 Conformance and amortization.
9.25.100 Violations and enforcement.
9.25.110 Construction and maintenance.
9.25.120 Appeal or variance procedure.

9.25.010 Purpose and intent.

The purposes of this Chapter are to:

(a) Create the legal framework for a comprehensive and balanced system of signage, facilitating communication between people and their environment.

(b) Provide necessary and reasonable regulations and standards for signs in the City as necessary to promote the general welfare and public interests of the community. Said regulations and standards may address the location, number, size, height, illumination, character, design, materials, construction, color, maintenance, and other related aspects of signs including outdoor advertising structures.

(c) Enhance and preserve the City's scenic arterials including Railroad Canyon Road and Goetz Road. All commercial centers within the City are located along one of these two roads.

(d) Confirm distinctions between public and private signage, as well as commercial and non-commercial signage.

(e) To improve pedestrian and traffic safety.

(f) No provision of this Chapter shall prohibit a noncommercial, non-content based, message on a sign otherwise permitted by this Chapter.

(g) The provisions of this Chapter are not intended to abrogate any easements, covenants, conditions, restrictions, or agreements which are more restrictive than the provisions hereof. The provisions of this Chapter are in addition to the Canyon Lake Property Owners Association (POA) requirements which are enforced separately.

9.25.020 Definitions.

For the purpose of this Chapter, certain terms, phrases, words, and their derivatives shall be construed as specified hereinafter.

"Abandoned sign." Any sign which advertises a business, use or service which has been discontinued for a period of more than 90 calendar days. (See Section 9.25.080.)

"Accessory sign." A permanently mounted sign which has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "loading only," the announcement of credit cards or other incidental matters, and which does not announce or advertise products, goods or services directly related to the business being conducted on the premises. (See Section 9.25.030.)

"A frame sign." A free standing sign usually hinged at the top, or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." (See Section 9.25.030.)

"Animated sign." A sign which uses movement, lighting, or special materials to depict action or create a special effect; but not including wind actuated elements such as flags and/or banners, and ~~non animated~~non-animated LED/digital advertising signs, or hand held signs. (See Section 9.25.070.)

"Awning." A temporary shelter supported from the exterior wall of a building.

"Awning, canopy or marquee sign." A nonelectric sign that is printed on, painted on, or attached to an awning or valance thereof, canopy, or marquee which is only permitted on the vertical surface or flap. Such a sign does not protrude nor project from the awning, canopy, or marquee.

"Banner, flag, pennant or balloon." Any cloth, bunting, plastic, paper or other flexible material used for advertising purposes attached to, pinned on, or hanging from any structure, staff, pole, line, framing, or vehicle. (See Section 9.25.060, Temporary Signs.)

"Billboard sign." Any off site sign or sign structure the height of which exceeds 15 feet from the ground and is 100 square feet or greater and which is erected or used for advertising an establishment, message, merchandise, product, service, or entertainment, which is not sold, produced, manufactured, or furnished at the property on which the sign is located. (See Section 9.25.070.)

"Building complex or center." A building or group of buildings on one or more lots or building sites containing more than one commercial or industrial occupant which use common vehicular and pedestrian access and parking facilities.

"Commercial sign." Any privately owned sign with wording, logo, or other representation that, directly or indirectly, names, advertises or calls attention to business, product, service, profession, commodity, event, person, institution, or other commercial. activity related to the economic interests of the sign owner or business or service advertised.

"Combination sign." Any sign incorporating any combination of the features of more than one sign classification. (Each portion of a sign which is subject to more than one classification shall meet the requirements for the classification to which such portion is subject.)

"Comprehensive sign program." A coordinated comprehensive program of two or more signs for an individual building, building complex(es), or development and the site upon which the development occurs. The combination of lots covered by a "comprehensive sign program" shall be treated as a single site with the comprehensive sign program governing the entire site.

"Construction sign." A temporary sign erected or placed on the parcel on which construction is taking place, limited to the duration of the construction, indicating the names of architects, engineers, landscape architects, contractors, the owner(s), financial supporters, future occupants, sponsors, and/or similar individuals or firms having a major role or interest with respect to the structure or project.

"Directional sign." Accessory on site private signs designed to guide or direct pedestrian or vehicular traffic and which contain no matter specifying products or services. (For ~~off site~~off-site directional signs, see "off site sign.") ALSO GOVERNMENTAL

"Digital advertising signs." Non animated, non flashing static electronic sign that digitally transitions between images. (See Section 9.25.050.)

"Fascia." An architectural feature generally comprising a trim panel attached to the eaves and immediately below the roofing material.

"Fascia sign." A sign upon the fascia. (A "fascia sign" is regulated as a wall sign.)

"Freestanding signs." A monument type sign which is wholly supported from grade to the bottom of the sign with the appearance of having a solid base and which does not exceed a height of eight (8) feet, or a pole type sign which is wholly supported by one

or more columns, uprights, or braces in the ground and that are independent from any building or other structure.

"Governmental/public signs" Signs placed by local, state, federal, or other public agencies for health, safety, and welfare purposes, including but not limited to traffic signs, identification on public vehicles, including: (1) Signs required by Federal, State, or City statute, not to exceed the maximum size permitted thereby; (2) Memorial signs and plaques, not to exceed two square feet, installed by a civic or non-profit organization; (3) Official and legal notices issued by a court or governmental agency and posted in compliance with law; (4) Official flags of the United States, the State of California, County and City, not to exceed 100 square feet per flag; (5) Signage providing directions.

"Monument sign." A sign supported from ground level to the bottom of the sign with the appearance of having a solid base and which does not exceed a height of eight feet.

"Pole sign." A sign which is wholly supported by one or more columns, uprights or braces in the ground and that are independent from any building or other structure.

"Frontage." The horizontal lineal measurement of any side of a building at ground level.

"Hand held sign." A sign that is held by an individual; "hand held signs" may be commonly known as "human sign twirlers."

"Illuminated sign." A sign with an artificial light source for the purpose of lighting the sign or making the message readable. This includes but is not limited to signs utilizing neon, light emitting diode (LED), fluorescent, electric, as well as unlit signs that have lighting directed on them.

"Legal nonconforming sign." A sign legally established under old Chapters which does not conform to the regulations of the current Chapter.

"Marquee." Any hood, canopy, awning or permanent construction which projects from a wall of a building, usually above an entrance.

"Murals." An original work of visual art produced by hand that is tiled or is glass, metal, or painted directly upon, or affixed directly to an exterior wall of a structure or a paved surface, which does not advertise

an institution, organization, business, product, service, and/or event. "Murals" do not include mechanically-produced or computer generated prints or images including but not limited to digitally printed vinyl, or electrical or mechanical components or changing images. (See Section 9.25.050(d).)

"Non commercial sign." A private sign that is not a commercial sign as defined herein. Governmental or public signs are a type of noncommercial sign.

"~~Non profit~~Non-profit organization." An organization as defined by the Federal Internal Revenue Service under Section 501(c). [includes non 501(c)(3)]

"~~Off site~~Off-site sign." Any sign or sign structure the height of which does not exceed 15 feet from the ground, is less than 100 square feet, and which is erected or used for advertising an establishment, message, merchandise, product, service, event, or entertainment, which is not sold, produced, manufactured, or furnished at the property or complex on which the sign is located. An "~~off site~~off-site sign" may provide direction to a primary location. (See Section 9.25.070.)

"On site sign." A sign relating in its subject matter to the premises on which it is located, or to products, accommodations, services, or activities provided on the premises.

"Portable sign." Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels, A frame signs, and menu and sandwich board signs. (See Section 9.25.070.)

"Projecting sign." Any sign, other than a wall sign, which projects perpendicular from and is supported by a wall of a building or structure. (See Section 9.25.050.)

"Pylon sign." A freestanding sign designed and constructed so the advertising structure is supported by structure comprised of masonry and metal reinforcement projects.

"Roadway banner." A banner which is displayed over public or private streets for a limited time. (See Section 9.25.070.)

"Roof sign." A sign erected, constructed, or placed upon or over a roof or parapet of a building or structure, including a mansard roof and which is wholly or partly supported by such buildings. (See Sections 9.25.070 and 9.25.090.)

"Sign." Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

"Sign area." The entire face of a sign including the surface and any framing, projections, or molding, but not including the support structure. Individual letters mounted or painted on a building shall be measured by the area enclosed by four straight lines outlining the message. The area of a freestanding sign shall be determined from the sign face.

"Sign program." See "comprehensive sign program."

"Single use." A single use shall be a site or building occupied by one commercial, industrial, or organizational use.

"Site" shall mean one or more contiguous parcels of land identified by the assessor's records and for which a building or building complex exists or has been proposed.

"Street frontage." The length of a lot or parcel of land along or fronting on a street or streets.

"Temporary." Lasting for only a limited period of time, not permanent.

"Temporary sign." Any sign that is used or intended to be used only temporarily and is not permanently mounted, including seasonal banners.

"Time and temperature sign." A mechanical or electrical sign that indicates time and temperature placed on a commercial building or property. (See Section 9.25.050(a).)

"Vehicle sign." A sign which is attached to or painted on a vehicle, including magnetic decals that can be attached to the side of a car, truck, or vehicle. (See Section 9.25.030, Exempt Signs.)

"Wall sign." Any sign attached parallel to, but within six inches of, a wall, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface. (See Section 9.25.050.)

"Wearable display." A sign, costume, or other wearable object utilized as a sign to promote a commercial business, service or event.

"Window sign." Any sign painted or affixed to the inside or outside of a window surface, or otherwise so located within a building so as to be visible from the exterior of the building. (Window signs are addressed in Sections 9.25.030 and 9.25.050 of this Chapter.)

9.25.030 Commercial signs for which a permit is not required.

The following commercial signs shall be exempt from the sign permit requirements and procedures of this Chapter; such signs shall comply with the definitions, size, construction and other requirements (such as placement and lighting):

(a) Window signs which are in keeping with the purpose and intent of this Chapter that are painted or similarly applied directly to the window with ~~non washable~~non-washable or washable material are permitted so long as the total sign area does not exceed 25% of the total frontage glass area. Window signs posted for a specific event must be removed within 20 days after the event occurs.

(b) Temporary identification signs on commercial construction sites. Such signs shall be limited to one directory or pictorial display sign per street frontage or entrance, up to a maximum of two signs, identifying the development under construction and/or any contractors, architects, engineers, landscape architects, owners(s), financial supporters, future occupants, sponsors, and/or similar individuals or firms having a major role or interest with respect to the structure or project. Each sign shall be removed prior to issuance of a certificate of occupancy. Construction signs shall not exceed 50 square feet.

(c) Accessory signs (may be double faced) for gasoline service stations, showing notices of services (i.e., price of gasoline) provided or required by law, trade affiliations, credit cards accepted, and the like, not attached to the structure or building; provided that all of the following conditions exist:

(1) The number of signs shall be no more than three.

(2) No such sign projects beyond any property line.

(3) No such sign may be placed or allowed to remain within the sight distance triangle as determined by the City Engineer.

(4) No such sign shall exceed an area per face of nine square feet or height of four feet.

(d) Copy applied to fuel pumps or dispensers such as fuel identification, station logo, and other signs required by law.

(e) ~~Non illuminated~~Non-illuminated, directional signs and/or information signs to aid the vehicle or pedestrian traffic on the site, provided that such signs are located on site, have a maximum area which does not exceed three square feet, have a maximum overall height of four feet above ground level, and are mounted on a monument or decorative pole. Such signs may be located in a required setback provide that a minimum distance of five feet from any property line is maintained, including. directional commercial signs painted on paved areas of private property.

(f) Vehicle signs. Commercial signs professionally painted for application directly to private vehicles (includes temporary signs and magnetic signs that are attached to the outside of a car). Directional signs may not be placed on vehicles. Vehicles registered as Planned Non Operational with the California Department of Motor Vehicles may not be used for signage. No vehicle signs can remain in place for a period greater than seven consecutive days.

(g) Repainting copy without design change, replacement of damaged panels with identical panels, or cleaning of a sign structure. (If structural or electrical changes are being made a building permit must be obtained.)

(h) One mannequin or one rack of clothing (not to exceed six feet in length), that does not obstruct the accessibility of the sidewalk, as determined by ADA, is allowed at the front of a business's entrance if it is located on the building's/suite's private property and not within the public right of way. These items are intended to help attract business and must be kept in good repair. Items must be stable so as to not tip over under typical conditions. Items must be brought inside when the business is closed.

(i) Hand held signs.

(j) Wearable displays. Allowed for a maximum of one day per week per business, service, or event.

(k) Seasonal banners pursuant to the following standards:

(1) Seasonal banners may be allowed year round and may be changed on a seasonal basis.

(2) Seasonal banners shall be installed on permanent light standards only.

(3) A maximum of two seasonal banners per light standard are permitted.

(4) The dimensions of each banner shall be 30 inches wide by 96 inches in height maximum.

(5) If a banner or the structure supporting the banner is damaged it shall be the

applicant's responsibility to remove the banner and/or structure within 14 days of written notice.

(6) Those banners that exceed these standards shall be permitted as either special event or banner signs pursuant to Section 9.25.06.

(l) A frame signs pursuant to the following standards:

(1) No more than one A frame sign may be allowed per business and no more than one A frame sign may be allowed for each entrance into a building. If there is more than one business located in a single building with one entrance, only one A frame sign is allowed at the entrance at a time.

(2) The vertical dimension of the sign (including both frame and sign face) shall not exceed four feet and the horizontal dimension of the sign (including both frame and sign face) shall not exceed two feet.

(3) One additional sign may be permitted per major street frontage, provided it is a community event sponsored by the City or by a nonprofit or civic organization.

(4) At no time shall the distance between A frame signs be less than 30 feet.

(5) The Planning Director shall have the authority to increase or reduce the requirements in this Subsection (u) in case of unusual physical characteristics of the site, such as presence of driveways, landscaping, utility poles, lot configuration, and the like.

(6) A frame signs shall be made out of wood or metal with a chalk board or white board sign face. Signs shall be mounted to a frame between one and four inches thick that contours the top, bottom and sides of the sign. A frame signs shall be constructed of quality durable materials and shall be constructed so that the sign shall be securely fastened to the frame. A frame signs shall not be made out of plastic.

(7) A frame signs shall be restricted to business operating hours only.

(8) A frame signs shall not be allowed during windy days where the sign may be blown over.

(9) A frame signs shall not be permitted within the public right of way, Merchant Owners Association (MOA) common areas including landscape areas, and shall not obstruct flow of traffic, public's view of another business or activity, public's view of the signage for another business or activity, the view or visibility of the operator of any motor vehicle, or the movement of any pedestrian or motor vehicle.

(10) The maximum duration for an A frame sign is seven cumulative days within a 30-day period.

(m) No non-commercial sign shall require a sign permit, although the provision of Section _9.25.070_____ sh[BM1]all apply to the size, materials, lighting, moving parts and portability of non-commercial signs. Non-commercial signs include, but are not limited to:

(1) Historical markers, including a building marker not to exceed two square feet. Any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material and which is permanently affixed to a building.

(2) Memorial signs and plaques, not to exceed two square feet, installed by a civic or non-profit organization.

(3) Governmental signs/public signs.

9.25.040 Commercial Sign Permit requirements.

(a) No sign, including any change in text on the sign, mural or temporary sign, unless expressly exempted by this Chapter, shall be constructed, placed or altered without a sign permit or comprehensive sign program approved by the City. The City Planner shall initially review all signs.

(b) Application for Permit or Program Approval. Application for a sign permit or comprehensive sign program shall be made in

writing upon forms provided by the City Planner and shall include the following items:

(1) Name, address, telephone number and signature of the applicant.

(2) Name, address, telephone number and signature of consent by the property owner.

(3) Location by street number and legal description (tract, block, lot) of the building, structure, or lot to which or upon which the sign is to be installed or affixed.

(4) A drawing to scale showing the design of the sign, including dimensions, square footage, and showing the relationship to any building or structure to which it is, or is proposed to be, installed or affixed, or to which it relates. Drawings shall be a reproducible size, maximum 11x17.

(5) For all signs except wall signs, a site plan drawn to scale, showing existing buildings, dimensions, property lines, setbacks, streets, sidewalks, driveways, landscaping areas, and number, size and location of existing and proposed signs. Drawings shall be a reproducible size, maximum 11x17.

(6) For wall mounted and suspended signs, scaled elevation drawings of full face(s) of the building showing size and locations of proposed and existing signs. Drawings shall be a reproducible size, maximum 11x17.

(7) Location/disposition of existing signs to remain. If any existing signs that are associated with the specific businesses' tenant space are to remain legal nonconforming signs, the sign program shall address the phasing of bringing those signs into conformity pursuant to Section 9.25.090.

(8) The application fee in the amount established by resolution of the City Council.

(9) Other requirements as determined necessary by the City Planner and in compliance with any adopted design guidelines, including but not limited to:

(A) Photograph(s) of the building or site.

(B) Lettering style, method of attachment, source of illumination, and/or construction details.

(C) Color samples and material samples.

(c) Method of Review and Approval Sign Permit. The purpose of a sign permit is to ensure compliance with the provisions of this Chapter. Any sign permit may be referred to the City Council for review and decision as deemed appropriate by the City Planner and/or City Manager.

(1) General. After receipt of a complete application for a sign permit, the City Planner shall review the application for conformance and render a decision to approve, conditionally approve, or deny such sign request.

(2) Signs Requiring City Council Review and Other Signs Referred to City Council.

(A) City Planner Review. After receipt of a complete application for a sign permit, the City Planner shall review the application for conformance and shall schedule for review by the Planning Committee.

(B) The Planning Committee shall consider and recommend approval or denial to the City Council.

(C) City Council Determination. The City Council, at an appropriately noticed public hearing, shall render a decision to approve, conditionally approve, or deny such sign permit proposal. Ten days prior to the hearing notice shall be published and mailed to all real property owners within 300 feet of the project site (property to contain the sign).

(D) Such review shall ensure that any sign proposal is in conformance with this Chapter, any adopted sign design guidelines, and the General Plan, as well as other applicable Chapters and policies of the City. Any determination made by the City Planner may be appealed to the Planning Committee and ultimate decision by the City Council. A decision by the City Council is final.

(d) Method of Review B Comprehensive Sign Program. The purpose of a comprehensive sign program is to ensure compliance with the provisions of this Chapter. The intent of the comprehensive sign program is to provide an opportunity for a center or complex to obtain approval of an overall sign program which will enable administrative review and approval prior to installation for those individual signage elements which were approved in the sign program.

(1) City Planner Review. After receipt of a complete application for a comprehensive sign program, the City Planner shall review the application for conformance and shall schedule for review by the Planning Committee.

(2) The Planning Committee shall consider and recommend approval or denial to the City Council.

(3) City Council Determination. The City Council, at an appropriately noticed public hearing, shall render a decision to approve, conditionally, approve, or deny such sign program request. Ten days prior to the hearing notice shall be published and mailed to all real property owners within 300 feet of the project site (property to contain the sign).

(4) Findings. Prior to approval of a comprehensive sign program, the City Council shall make the following findings:

(A) The specific standards for sign area, height and location are appropriate for the site;

(B) The proposed signs are visually compatible with the buildings they identify;

(C) To the extent practicable, the proposed sign program shall be internally consistent and compatible with the site and its components;

(D) The proposed signs are compatible with surrounding land uses and do not obscure adjacent conforming signs or viewscapes;

(E) The proposed signs do not obstruct visibility for ingress and egress from adjacent conforming signs or viewscapes; and

(F) The proposed signs are compatible with the purpose and intent of this Chapter.

(5) Other Permits Required. Issuance of a sign permit or approval of a comprehensive sign program does not preclude the necessity for obtaining building, electrical, or other permits for signs where such other permits are required by the City.

9.25.050 Commercial Sign regulations.

This Section addresses and establishes minimum and maximum quantitative measures for regulating the sizes of signage. Signage shall be consistent with the following requirements as well as with any adopted sign design guidelines or Specific Plan.

(a) General.

(1) Signs may be erected, altered and maintained only for those permitted uses of the zone in which they are located except as provided otherwise in this Chapter.

(2) Signs shall be located on the same site or complex as the permitted use, except in the case of specifically approved off site signs.

(3) Time and Temperature Devices. Such devices may be considered for approval as part of a sign application when they are located on private property, are not located on a roof, unless as part of a tower structure, do not exceed 16 square feet for each face, and do not rotate. Any monument sign which incorporates a time and temperature element may be permitted up to 50% additional height. A sign with a time and temperature element may not be located within 4,000 lineal feet of another such sign along the same roadway. Any clock shall keep accurate time; if this condition is not complied with, the clock shall be repaired or removed within ten days of official notice from the City.

(4) Real Estate Signs, Commercial. One commercial real estate sign, not to exceed 20 square

feet in area, is allowed per lot or unit. Commercial real estate signs are those which advertise the sale, lease or rent of premises upon which the sign is located. No permit or approval is required provided said sign follows these criteria.

(5) Signs may not contain discriminatory, hateful, adult, or obscene text or graphics as defined by California Law.

(6) Benches that do not obstruct the accessibility of the sidewalks, as determined by ADA, are allowed on the buildings/suites of private property and not within the public right-of-way. These items are intended to beautify the center and must be kept in good repair. Dedication plaques are allowed on benches, all other signage on benches is not allowed.

(b) Single Use. A single use shall be a site or building occupied by one commercial, industrial, or organizational use. The following standards are applicable to such single uses. Standards regulating signs specific to building complex/center (~~multi tenant~~multi-tenant uses) type developments and the tenant suites/units therein, are included in following Subsection (c).

(1) Sign Type. Only sign types specifically authorized herein shall be permitted as noted below. Projecting signs may be permitted only where a wall or suspended sign cannot be placed to provide reasonable identification.

(2) Sign Area.

(A) The maximum surface area of signs affixed to a building shall be as follows:

1. The total aggregate area for all signs per single use shall not exceed 1 1/2 square feet of sign area of each one linear foot of building frontage except that frontages along the golf course shall be permitted signage at 1/2 square feet of sign area for each one linear foot of building frontage.

2. No single sign face shall exceed 100 square feet.

3. Sign area accruing from one frontage, pursuant to Subsection (b)(2)(A)1. above may only be applied to signage along that same frontage. Transferring or sharing of allowed sign area between two frontages is not allowed.

(B) The maximum surface area of freestanding signs shall be as follows:

1. The total aggregate area for a freestanding sign per single use shall not exceed 80 square feet.

(C) Projecting signs shall not exceed 3 1/2 square feet.

(3) Number of Signs. A single use may be permitted up to one freestanding sign per frontage and one sign attached to the building. Those single uses without direct street frontage are not permitted a freestanding sign.

(4) Sign Height.

(A) Monument Signs. The maximum permitted height above ground level for monument signs adjacent to street frontages (within one to 25 feet of a public right of way) shall be eight feet. The maximum permitted height above ground level for monument signs which are interior to the site shall be six feet.

(B) Wall and fascia signs shall not extend above the height of the wall or the lowest point of the roof.

(C) Projecting and under canopy signs shall provide a minimum of eight feet ground clearance. Signs shall not extend above the height of the wall or the lowest point of the roof.

(5) Setbacks. All signs must be set back so as not to obstruct the visibility for ingress and egress from a public right of way, or endanger pedestrians, motorists, or the public.

(6) No sign shall encroach into, or over the public right of way, except as permitted by

Section 9.25.060, or as specifically exempted by the language of Section 9.25.030.

(7) Landscaping. Monument signs shall be located in landscaped areas equal to a minimum of two times the area of the sign face.

(8) Each freestanding monument sign along a public right of way shall include the address of the site located at the uppermost portion of the sign and clearly visible from the public right of way. The portion for the address may be permitted over and above the allowable square footage for the sign.

(9) Projecting and under canopy signs shall not extend farther than two feet from the building it is placed on. Projecting signs and under canopy signs are not allowed on building frontages that are located directly adjacent to Railroad Canyon Road's or Goetz Road's public right of way.

(c) Building Complex/Center (~~Multi Tenant~~Multi-Tenant Uses). Commercial, industrial, or institutional complexes or centers are subject to the following provisions. Any new commercial, industrial, or institutional complexes or centers are required to obtain approval of a comprehensive sign program and shall be subject to the following provisions:

(1) Sign Types Permitted. Only sign types specifically authorized herein shall be permitted in ~~multi tenant~~multi-tenant developments.

(A) Free Standing Signs.

1. One freestanding monument sign per street frontage entrance for identification of the center or complex and its tenants, shall be permitted at a maximum height of eight feet and maximum area of 80 square feet. No portion of the sign shall be closer than one foot from the public right of way unless an encroachment permit is acquired. Said sign shall be located in either a landscaped parkway or in a landscaped area adjacent to an access drive. Area of landscaping within said parkway or area shall be equal to two times the area of the sign face.

2. Each freestanding monument sign along a public right of way shall include the address of the site clearly visible from the public right of way. The portion for the address may be permitted in addition to the allowable square footage of the sign.

3. Pylon Signs. An additional freestanding pylon sign may be permitted in commercial centers over ten acres in size for additional identification of the commercial center and tenants therein. One pylon sign, not to exceed 24 feet in height and 80 square feet in area, may be permitted for each street frontage, and may be centrally located along the commercial center's street frontage.

(B) Directory Signs. Additional directory signs including freestanding complex/center directory signs that include a map, freestanding ~~multi tenant~~multi-tenant directory signs, and ~~multi tenant~~multi-tenant building wall signs may be allowed in a complex/center as deemed appropriate for additional identification. Directory signs must be approved as part of the overall complex sign program for consistency.

1. Complex/center directory sign are intended to provide a directory as well as a map for an entire complex/center. These signs shall be a maximum height of eight feet and have a maximum area of 25 square feet per display face. Complex directory signs may have multiple sides. These signs shall be located in landscaped areas. Unless existing conditions preclude, the landscaped area shall be equal to a minimum of two times the area of the sign face. Properties that are less than one acre in size shall not have more than one complex directory sign. Properties over one acre in size

but less than 15 acres in size shall not have more than two complex directory signs. Properties that are more than 15 acres in size shall not have more than three of these signs. These signs shall be located to maximize visibility and usefulness to those entering the complex/center.

2. ~~Multi tenant~~Multi-tenant freestanding directory signs are intended to provide a directory for a single building or group of buildings containing multiple suites/tenants within a complex/center. These signs shall be a maximum height of eight feet and have a maximum area of 25 square feet per face. These signs may have multiple sides. Directory signs shall be located in landscaped areas. Unless existing conditions preclude, the landscape area shall be equal to a minimum of two times the area of the sign face. ~~Multi tenant~~Multi-tenant freestanding directory signs shall not exceed a ratio of one directory sign per six businesses or suites and shall not be located less than 100 feet from each other.

3. Building tenant directory wall signs are intended to provide a directory for a single building containing multiple suites/tenants. These signs shall have a maximum area of 25 square feet. Sign area accruing from one frontage may be allocated only to signage along the same frontage. No sign shall extend above the height of the wall or the lowest point of the roof.

(C) Wall, Fascia, Under Canopy, and Projecting Signs. Individual business uses within a complex/center may be permitted signage on the building in which the business use is located pursuant to the following standards:

1. Sign Area. The maximum surface area of signs affixed to a building shall be as follows:

a. The total aggregate area of all signs per single use shall not exceed 1 1/2 square feet of sign area for each one linear foot of building frontage or frontage of the use within a portion of the building. Except that frontages along the golf course shall be permitted signage at 1/2 square feet of sign area for each one linear foot of building frontage.

b. No single sign face shall exceed 100 square feet.

c. Sign area accruing from one frontage may be allocated only to signage along the same frontage.

2. Sign Height. No sign shall extend above the height of the wall or the lowest point of the roof.

3. Projecting Signs. A projecting sign may be permitted only where a wall or under canopy sign cannot be placed to provide reasonable identification. Projecting signs shall be placed so that the lowest point of the sign is no lower than eight feet from the walking surface to avoid conflict with pedestrian access, and shall not extend farther than two feet from the building it is placed on. Projecting signs shall not exceed 3 1/2 square feet. Projecting signs are not allowed on building frontages that are located directly adjacent to Railroad Canyon Road's or Goetz Road's public right of way.

4. Under Canopy Signs. Under canopy signs shall be placed so that the lowest point of the sign is no lower than eight feet from the walking surface immediately below to avoid conflict with pedestrian

access. Under canopy signs shall not exceed 3 1/2 square feet, and shall not project past the edge of the roof. Under canopy signs shall be double sided and installed horizontal to the building frontage. Under canopy signs are not allowed on building frontages that are located directly adjacent to Railroad Canyon Road's or Goetz Road's public right of way.

(D) Window Signs. Window signs are permitted pursuant to Sections 9.25.030 and 9.25.060.

(E) Digital Advertising Signs. Digital advertising signs may be permitted in commercial, industrial, or institutional complexes/centers over ten acres in size upon approval by the City Council as set out in this section through a sign permit pursuant to the following standards and conditions:

1. Sign Height. Digital advertising signs shall not exceed 24 feet in height above ground level.

2. Sign Area. The sign display face shall not exceed 50 square feet. The total square footage of the sign shall not exceed 80 square feet.

3. Signage letters and exhibits must be an appropriate size based on the maximum speed on the road that the sign will be located as to be legible, as determined by the City Planner.

4. Proposed signs may be subject to limitations on the type of advertising and safety conditions as determined by the City Council.

5. Utility lines providing electrical and data power to the sign shall be underground.

6. The sign structure shall be architecturally treated to be compatible with its surroundings so as to screen the frame support structures and lighting from public view.

7. Operational hours may be limited based on surrounding land uses to minimize lighting conflicts.

8. An illumination study shall be required that addresses light impacts on surrounding areas.

9. Lighting shall comply with Chapter 655 Regulating Light Pollution in order to minimize impacts to the Palomar Observatory and surrounding properties.

10. Illumination from the digital advertising sign will be monitored and controlled as to not impact surrounding properties or the safety of vehicle drivers.

11. No audio sound associated with advertising is permitted.

12. Proposed sign and footing shall be located entirely outside the public right of way.

13. The material of the sign shall be designed or coated to control or eliminate reflection or glare from sunlight or passing vehicle lights.

14. The minimum display time between messages shall be no less than eight seconds.

15. Prior to implementing any of the following, the operator shall submit a request and obtain permission from the City: installing, implementing or using any technology that would allow interaction with drivers, vehicles or any device located in vehicles,

including, but not limited to a radio frequency identification device, geographic positions system or other device.

16. Operator may be required to submit a written report annually of the operation of the sign during the preceding year that may include but is not limited to operator's licensee, compliance with permits, Outdoor Advertising Act, CA Vehicle Code, U.S. Dept. of Transportation, conditions of approval, and any complaints received by the operator.

(d) Murals. Murals may be permitted upon approval by the City Planner through the sign permit process stated in Section 9.25.040 and pursuant to the following standards and conditions. Any mural may be referred to the City Council for review and decision as deemed appropriate by the City Planner and/or City Manager.

(1) Murals may be permitted within commercial, industrial, and institutional areas.

(2) No part of a mural shall exceed the height of the structure to which it is tiled, painted, or affixed.

(3) No part of a mural shall extend more than six inches from the plane of the wall upon which it is tiled, painted, or affixed.

(4) Murals shall not be intended to be used as a method for commercial speech, but primarily as public pieces of art for aesthetic and/or architectural enhancement.

(5) Murals that would result in a property becoming out of compliance with the provisions of the City's Municipal Code or Zoning Chapter, or any land use condition of approval for the property on which the mural is to be located are prohibited.

(6) Dedication plaques are allowed, located on or adjacent to murals.

9.25.060 Temporary commercial signs.

(a) Temporary commercial signs, including special event signs and banners, may be approved by the City Planner for a limited period of time as a means of publicizing and/or advertising business, community, and/or civic events, products, services, and/or specials. Such temporary signs shall be subject to the following provisions:

(1) General Provisions for All Temporary Signs.

(A) No temporary sign shall be erected or placed without a sign permit pursuant to the requirements of Section 9.25.040.

(B) No temporary sign shall extend into or be located within the public right of way or obstruct visibility for ingress and egress from roadways or endanger and/or obstruct pedestrians, motorists, or the public.

(2) Special Event Signs.

(A) Special events signs shall only be used to promote special events as defined by Chapter 11.25 of the Municipal Code within commercial, industrial, and institutional zoned areas.

(B) Special event signs may in no case remain more than two days following the end of each event, and in no case can be erected or placed more than one month prior to the special event.

(C) Special event sign which may be approved by the City Planner include pennants, streamers, banners, balloons and balloon arches.

(3) Banner Signs.

(A) Banner signs may be permitted only in commercial, industrial, and institutional areas, and shall be limited to no more than 30 consecutive days, four times a year per business, as stated in the general provisions for temporary signs above.

(B) Banner signs shall not exceed 50 square feet and shall be professionally made.

(C) Banner signs shall be attached only to a building or other appropriate location determined by the City Planner and shall not be hung from trees, monuments signs, or other structures.

(4) Inflated Signs. Inflated signs are only allowed for grand openings of businesses for a time period not to exceed two weeks within the first three months of operation. Inflated signs shall be limited to a maximum height of 25 feet.

9.25.070 Non-commercial signs.

Notwithstanding any other provision of this Chapter, non-commercial signs are permitted in all zones without a permit subject to the following limitations:

(1) No non-commercial sign shall exceed 16 square feet in sign area or extend more than six feet above the ground in which the sign is planted to the top of the higher of (a) the top or the sign; or (b) the top of the pole or stand to which the sign is affixed. As used here, "ground" means the dirt or other material into which the bottom of the pole or stand is placed. If the "ground" is higher than street level, as with ground behind a retaining wall or planter, then sign height will be measured from the actual level of the ground into which the sign is placed..

(2) The name, Address, email, and telephone number of the person or organization owning or otherwise responsible for the non-commercial sign shall be placed on the front or rear of the sign surface in readable type or print. If the name of one or more persons is shown on the face of the sign, that person or persons shall be responsible for the sign and no additional printed information is required. If no person is listed on the sign, then the person or organization responsible for sign removal and contact information for enforcement or removal shall be listed on the front or rear of the sign in readable type or print. Failure to provide this information shall not be basis for sign removal for non compliance with this Code but shall abrogate the City's responsibility for notice and return hereunder if the sign does not otherwise meet the applicable requirements of this Code.

(3) Each non-commercial sign or non-commercial sign shall have its own stake and shall not be affixed to any improvement or building. There shall only be one sign per stake. Balloons, streamers and similar material may not be added to the sign. Non-commercial signs may not be placed on or attached to any tree, shrub, or plant.

(4) Any freestanding non-commercial sign shall be affixed to a stake, pole or stand so as not to separate from such pole or stand during normal weather conditions. The pole or stand shall be sufficiently sturdy and shall be planted firmly in the ground. No such freestanding sign shall exceed six feet in height, measured from the ground in which the sign is planted to the top of the higher of (a) the top of the sign; or (b) the top of the pole or stand to which the sign is affixed. As used here, “ground” means the dirt or other material into which the bottom of the pole or stand is placed. If the “ground” is higher than the street level, as with ground behind a retaining wall or planter, then sign height will be measured from the actual level of the ground in which the sign is placed. No non-commercial sign shall be erected, placed, or maintained so that it endangers the safety of persons or property, obstructs, or impairs motorists' or pedestrians' line of sight to areas of vehicular or pedestrian traffic, or obscures the view of any fire hydrant, traffic sign, traffic signal, street sign, or public information sign.

(5) Any non-commercial sign shall be removed by or at the expense of the owner within twenty (20) days after the end of any scheduled event reference in/on the ~~sign..~~sign.

(6) No non-commercial sign shall be erected, placed, or maintained upon any private property without the consent of the owner of such private property.

(7) No commercial or non-commercial sign shall be erected, placed or maintained in or on public property, the public right of way, or any publicly owned sign, building, tree, or shrub, or other object or structure, including but not limited to, sidewalks, crosswalks, streetlamps, hydrants, transformers, or power poles.

(8) No commercial or non-commercial sign shall be erected, placed or maintained so that it

endangers the safety of persons or property, obstructs, or impairs motorists' or pedestrians' line of sight to areas of vehicular or pedestrian traffic, or obscures the view of any fire hydrant, traffic sign, traffic signal, street sign, or public information sign.

(9) No non-commercial sign shall be artificially illuminated.

(10) Notwithstanding any other provisions of this Code or City Chapter to the contrary, any non-commercial sign erected, placed, or maintained in violation of any provisions of this section may be removed by the City upon 48 hours prior written notice to the sign owner or person or organization responsible for the sign. "Written notice" includes email. If such person does not remedy the violation within that time period, or if such person cannot be located upon reasonable effort by the City, the City may remove the sign. In the event any non-commercial sign is an immediate threat to the public health, safety, or welfare, the City may immediately remove the sign and then notify the sign owner or person or organization responsible for the sign. Notwithstanding the notice provisions stated above, all non-commercial signs not removed within twenty (2) days after the end of the event they are advertising may be removed by the City without prior notice.

(11) All non-commercial signs removed by the City shall be stored by the City for a period of seven (7) business days after removal. The owner or person or organization responsible for such sign(s), if such can be located, removed by the City shall be notified to retrieve the removed sign(s) within five (5) business days; if not retrieved within that time the City may destroy the sign(s). The City may charge and collect a fee for the removal and storage of temporary political signs, said fee to be established by resolution of the City Council in an amount not to exceed the actual cost of removal, storage, and notice. Alternatively, whether or not such fee is established, the City may bring an action to recover the reasonable costs of removal, storage, and notice.

(12) Governmental Signs.

(A) The City Council finds that certain signage is necessary to preserve the public health, safety, and welfare, and inform the public of hazards, communicate traffic rules, provide notice of access/egress/possible hazards and provide other public information.

(B) Governmental signage may be erected, placed, or maintained in or on public property, the public right-of-way, or any publicly owned sign, building, tree, shrub, or other object or structure.

9.25.075 Prohibited signs.

The following signs are inconsistent with the sign standards set forth in this Chapter, and are therefore prohibited and their abatement shall be required when such sign shall be found to exist:

(a) Abandoned signs as set out herein.

(b) Animated, moving, flashing, blinking, reflecting, revolving, chasing, or any other similar sign, except properly permitted on site digital advertising signs and time and temperature signs as permitted by this Chapter. This does not prohibit decorations which are not intended to be signage.

(c) Open and/ or unshielded light bulb signs.

(d) Banners, flags, and pennants, except as specifically allowed in this Chapter.

(e) Changeable copy signs, with the exception of signs identifying commercial, industrial, or institutional centers of ten acres or more, and electronic message boards, except as allowed with a conditional use permit for commercial, industrial, or institutional complexes, movie theaters, arenas, stadiums, or auto malls.

(f) Billboard signs (off site outdoor advertising signs).

(g) Portable signs, excluding those permitted by Sections 9.25.030 and 9.25.060.

(h) No private commercial or non-commercial sign shall be erected, placed, extended into or be maintained in or on public property, the public right-of-way, or any publicly owned sign, building, tree or shrub, or other object or structure, including

but not limited to sidewalks, crosswalks, street lamps, hydrants, transformers, or power poles.

(i) No commercial or non-commercial sign shall be erected, placed, or maintains so that it endangers the safety of persons or property, obstructs, or impairs motorists' or pedestrians' line of sight to areas of vehicular or pedestrian traffic, or obscures the view of any fire hydrant, traffic sign, traffic signal, street sign, or public information sign.

(j) Roof signs, except where it is determined by the City Planner that the construction of a building is such that available wall, parapet, or other surface area does not exist to allow signage to be placed in any location other than the roof. In no event shall any roof sign project above the roof peak.

(k) Signs painted on fences or roofs.

(l) Balloons and other inflated devices or signs designed to attract attention, except as.

(m) Private commercial or non-commercial signs which simulate in color or design a traffic sign or signal, or which make use of words, symbols or characters in such a manner to interfere with, mislead, or confuse pedestrian or vehicular traffic.

(n) Unsafe signs. Any sign which constitutes an immediate hazard to the safety of any persons or property may be summarily removed by the City forthwith upon ascertainment of such facts by the City.

(o) Permanent or temporary off site signs.

(p) Roadway banners over public or private roadways.

(q) Any sign which is not expressly permitted by this Chapter, or by a process herein, shall be deemed prohibited.

9.25.080 Abandoned, illegal and nonconforming signs.

The Business and Professional Code, Subsection 5499.1, identifies the appropriate procedure for removal of on premises illegal or abandoned signs. Therefore, the following shall regulate such signs.

(a) Abandoned Commercial Freestanding Signs. A sign shall be determined to be abandoned when the business, use, or service it advertises has been discontinued for a period of more than 90 calendar days. Removal of text used to advertise a business and continued maintenance of the sign structure does not constitute abandonment. If a sign has been abandoned, it shall be removed from the lot or building site on which it is located pursuant to the following procedure:

(1) The City shall prepare a notice of intent to adopt a resolution declaring specific signs to be a public nuisance. Such notice shall be sent ten days prior to the hearing to all sign owners and/or responsible parties stating the time, place and date of the hearing and the nature of illegality of the sign(s).

(2) Following adoption of the resolution, the City shall post subject properties requiring abatement of signs noticing the time, date, and place of hearing on objections. The notice shall be in the following form:

NOTICE TO REMOVE ILLEGAL ADVERTISING DISPLAY
Notice is hereby given that on the ____ day of _____, 20__, the City Council of the City of Canyon Lake adopted a resolution declaring that an illegal advertising display is located upon or in front of this property which constitutes a public nuisance and must be abated by the removal of the illegal display. Otherwise, it will be removed, and the nuisance abated by the City.

The cost of removal will be assessed upon the property from or in front of which the display is removed and will constitute a lien upon the property until paid. Reference is hereby made to the resolution for further particulars. A copy of this resolution is on file in the office of the clerk of the legislative body.

All property owners having any objection to the proposed removal of the display are hereby notified to attend a meeting of the City Council of the City of Canyon Lake to be held (give date, time, and place), when their objections will be heard and given due consideration.

Dated this _____ day of _____, 20_____

(3) The City Council shall hold the hearing and adopt the abatement process directing the owners and/or responsible parties to remove the sign(s) by a certain date.

(4) An owner and/or responsible parties may submit an appeal of the City Council's actions within ten calendar days after the date of the decision by the City Council, an appeal in writing may be made on the form provided by the Planning Department and which shall be accompanied by a filing fee as set forth in Chapter No. 671. Upon receipt of a completed appeal the Planning Director shall set the matter for hearing and mail notice thereof to the applicant and the appellant. City Council's action on the appeal shall be considered final.

(5) The owner and/or responsible party shall be responsible for all costs of abatement, including the costs of the application. If an owner and/or responsible party fails to remove the sign within the specified time frame, the City shall cause the sign to be removed and the cost shall be assessed to the owner and/or responsible party as provided by Business and Professions Code Section 5499 et seq.

(b) Illegal Signs. Any sign erected without a permit and/or erected in contravention to regulations in existence at the time of its erection or placement is considered to be an illegal sign. Illegal signs shall be abated pursuant to the same procedure identified for removal of abandoned signs, in this Section (Subsections (a)(1) through (a)(4) above).

(c) Legal Nonconforming Signs.

(1) A legal nonconforming sign shall not be:

(A) Structurally altered to extend its useful life that may include but is not limited to repainting and other maintenance tasks.

(B) Expanded, moved or relocated.

(C) ~~Re established~~Reestablished after a business has been discontinued for a continuous period of 90 days.

(D) ~~Re established~~Reestablished after damage or destruction of more than 50% of the sign.

(E) ~~Re established~~Reestablished after a change in use of the property or business to which the sign relates.

(2) Any permanent sign which was properly erected pursuant to laws and regulations in existence at the time of its erection of placement, but which does not meet the requirements of this Chapter, shall be allowed to be brought into conformance, in accordance with Section 9.25.040 of this Code.

(3) Any legal nonconforming sign shall be required to be brought into conformance or abated in advance of the requirements of Section 9.25.040 in conjunction with any conditional use permit or development permit which is hereafter granted on the same site.

9.25.090 Conformance and amortization.

(a) Intent of Provisions. It is the intent of this Section to recognize that the eventual elimination of existing signs that are not in conformity with the provisions of this Chapter is as important as is the prohibitions of new signs that would violate these regulations.

(b) Every sign which does not comply with the provision of this Section shall be removed, brought into conformance or amortized in accordance with this Section. Time periods for amortization of nonconforming signs shall begin from the completion and publication (or posting) of the inventory specified below. Any sign which becomes nonconforming either by reason of amendment of this Chapter, shall also be subject to the provisions of this Chapter. The period of time within which such sign must be abated shall commence upon the effective date of such amendment. Any sign not complying with the provisions of this Chapter at the end of the amortization period shall be deemed a public

nuisance and abated in accordance with this Section.

(c) Signs to be Brought into Conformance Within Six Months. The following signs shall be removed or otherwise brought into conformance by the person(s) deemed responsible for such signs within six months of official notification following the completion of the inventory of illegal, nonconforming and abandoned signs required by Subsection (g) of this Section. If there are substantial changes a grace period of 30 days shall be allowed beyond the amortization period.

(1) Illegal signs.

(2) Temporary commercial signs or temporary on site devices attached to signs or used in conjunction with the promotion of any product, service or use, such as flags, banners, bunting, inflatable devices, pennants, streamers, and spinners, except as permitted by Section 9.25.060.

(3) Any sign type which is listed as prohibited in Section 9.25.070 which is not determined to be legally nonconforming.

(4) Signs in state of disrepair or showing poor maintenance or questionable structural integrity.

(d) Legal Nonconforming Wall Signs. Any permanent wall sign which was properly erected pursuant to regulations in existence at the time of its erection or placement, and with a valid sign and/or building permit, but which does not meet the requirements of this Chapter, shall be allowed to remain in existence, notwithstanding its nonconforming character, for a period not to exceed six months from the day of completion and publication (or posting) of the inventory as specified by Subsection (h) below, providing that such signs and sign structures remain in full compliance with Sections 9.25.080 and 9.25.110 of this Code; and further providing that if a comprehensive sign program is adopted pursuant to Section 9.25.040 hereof, within one year from the date of completion and publication or posting of the inventory as specified in Subsection (h), which program addresses the amortization of all legal ~~non conforming~~non-conforming signs with the program, the amortization period shall be extended to a total of one year. Notwithstanding the aforementioned, such signs must be brought in conformance if major exterior building modification occurs as determined by the City.

(e) Legal Nonconforming Roof Signs.

(1) Any permanent roof sign, which was properly erected pursuant to the regulations in existence at the time of its erection or placement, and with a valid sign permit, and/or building permit, shall be allowed to remain in existence, notwithstanding its nonconforming character, for a period not to exceed six months from the date of completion and publication (or posting) of the inventory as specified by Subsection (h) below, providing that such signs and sign structures remain in full compliance with Section 9.25.110 of this Code; and further providing that if a comprehensive sign program is adopted pursuant to Section 9.25.040 hereof, within one year from the date of completion and publication or posting of the inventory, as specified in Subsection (h) below, which program addresses the amortization of all legal ~~non conforming~~non-conforming signs within the program, the amortization period shall be extend to a total of one year. Notwithstanding the aforementioned, such signs must be brought into conformance if major exterior building modification occurs as determined by the City.

(2) If it is determined by the City Planner during inventory and identification of signs (Subsection (h) below) that the construction of a building is such that reasonable signage cannot be placed in any location other that he existing roof sign(s), said sign(s) shall be deemed in compliance with this Chapter until such time as the building is remodeled sufficiently to allow signage other roof signs.

(f) Legal Nonconforming Freestanding Signs. Any permanent freestanding sign, measuring 65 square feet or less and 35 feet or less in height, which was properly erected pursuant to the regulations in existence at the time of its erection or placement, and with a valid sign permit, and/or building permit, shall be allowed to remain in existence, notwithstanding its nonconforming character, for a period not to exceed six months from the date of completion and publication (or posting) of the inventory as specified in Subsection

(h) below, providing that such signs and sign structures remain in full compliance with Section 9.25.110 of this Code; and further providing that if a comprehensive sign program is adopted pursuant to Section 9.25.040 hereof, within one year from the date of completion and publication or posting of the inventory as specified in Subsection (h), which program addresses the amortization of all legal ~~non conforming~~non-conforming signs within the program, the amortization period shall be extended to a total of one year. Notwithstanding the aforementioned, such signs must be brought into conformance if major exterior building modification occurs as determined by the City.

(g) All Other Legal Nonconforming Signs. Any sign which was properly erected pursuant to the regulations in existence at the time of its erection or placement, and with a valid signs and/or building permit, but which does not meet the requirements of this Chapter, shall be removed or otherwise brought into compliance with this code within six months of the date of completion and publication (or posting) of the inventory as specified by Subsection (h). Such signs must be brought into conformance if a building permit or permits are subsequently issued on the site of major exterior modifications.

(h) Inventory of Nonconforming and Abandoned Signs. The City may initiate an inventory and identification of all illegal, legal nonconforming, and abandoned signs within the City, as determined necessary by the City Manager. If any illegal, legal nonconforming and abandoned sign is not identified as part of the City's initial inventory, any such sign may be added to the inventory upon its identification as such.

9.25.100 Violations and enforcement.

(a) Any violation of this Chapter shall be considered to be an infraction, except in the case of an offsite outdoor advertising display which shall be considered to be a misdemeanor. Any violation of this Chapter or of any condition or requirement adopted pursuant hereto may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceeding pursuant to State law and the City's Municipal Code including but not limited to administrative citations. A violation of this Chapter shall also be considered a violation of the Zoning Chapter of the City. The remedies shall include the following:

(1) Issuing a stop work order for any and all work on any signs on the same lot.

(2) Seeking an injunction or other order of restrain or abatement that requires the removal of the sign(s) or the correction of violation.

(3) Seeking in court the imposition of any penalties that can be imposed by such court under the Municipal Code.

(4) Seeking in court the imposition of any penalties that can be imposed by such court the Municipal Code or laws of the State of California.

(5) In the case of a sign that poses an immediate danger to the public health or safety (see unsafe signs), immediate removal by the City may be authorized by the Director of Building and Safety. Cost of such removal shall be assessed to the owner of the property.

(6) The City shall have such other remedies as are and as may from time to time provided for or allowed by State law for the violation of its Chapters.

(b) Right of Entry. When necessary to make an inspection to enforce any of the provisions of this Chapter, or when the City has reasonable cause to believe that there exists any sign or any condition which makes such sign unsafe, the City, upon adherence with applicable law, may enter the premises or building upon which such sign is located.

(c) Violations. Any of the following shall be violation of this Chapter and shall be subject to the enforcement remedies and penalties of this Chapter, of the Municipal Code, and of State law:

(1) To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the zone in which the sign is located.

(2) To install, create, erect, or maintain any sign requiring a permit without such a permit.

(3) To fail to remove any sign that is installed created, erected, or maintained in violation of this Chapter or with respect to a legal nonconforming sign if the sign amortization period has lapsed.

(4) To continue an identified violation. Each day an identified violation exists shall be considered a separate violation regarding enforcement of this Chapter.

(d) Separate Violations. Each sign installed, created, erected, or maintained in violation shall be considered a separate violation when applying the penalty portions of this Section.

(e) Responsibility. As used in this Section, "person(s) deemed responsible" shall mean any or all of the following:

(1) The person or entity who owns the real property upon which the sign exists.

(2) The occupant of any premises upon which the sign exists.

(3) The owner of the sign.

(4) The person who, or entity which, erects, places, or alters the sign.

(f) It shall be the duty of the City Planner to enforce the provisions of this Chapter pertaining to all signs and sign structures. No permit of any type shall be issued by any department or office of the City in conflict with the provisions of this Chapter. Such permit where issued in conflict with this Chapter is declared null and void.

9.25.110 Construction and maintenance.

(a) Every sign, and all parts, portions, and materials shall be manufactured, assembled, and erected in compliance with all applicable State, Federal, and City regulations and the Uniform Building Code.

(b) Every sign, including those specifically exempt from the Chapter with respect to permits and permit fees, and all parts, portions, and materials shall be maintained and kept in good repair. The display surface of all signs shall be kept clean, neatly painted, and free from rust and corrosion. Any cracks, broken surfaces, malfunctioning lights, and missing sign copy, or other unmaintained or damaged portion of a sign or area from which a sign has been removed shall be repaired or replaced within 30 calendar days following notification by the City. Noncompliance with such a request shall constitute a nuisance and penalties may be assessed in accordance with the provisions of the City's Municipal Code.

9.25.120 Appeal procedure.

(a) Appeals. Any interested party has the right to appeal the decision pursuant to Section 2.01.100 of this Code, unless another provision is made applicable.

9.25.130 Variance

(a) Variance. An applicant may apply for a variance to the provision of this Chapter as permitted by Ordinance 348, Section 18.27.

Section 2. To the extent the provisions of the Canyon Lake Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 3. This ordinance shall take effective 30 days from the date of its adoption.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2018.

_____
Vicki Warren, Mayor

Attest:

Approved as to form:

_____
Aaron Palmer, City Clerk

_____
Elizabeth Martyn, City Attorney

State of California)
County of Riverside)ss
City of Canyon Lake)

I, Aaron Palmer, City Clerk of the City of Canyon Lake, California do hereby certify that the foregoing Ordinance No. 167 was introduced at a regular meeting of the City Council held on the 1st day of March, 2017 and was duly adopted by the City Council of the City of Canyon Lake, California, at a regular meeting held on the 7th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Aaron Palmer, City Clerk

City of Canyon Lake
City Council
Staff Report

TO: **Honorable Mayor and City Council Members**

FROM: **Aaron Palmer, City Manager**

BY: **Terry Shea, Accountant**

DATE: **March 7, 2018**

SUBJECT: **Review of the Fiscal Year 2017-2018 Mid-Year Budget Review and Projections, and approval of proposed Budget Adjustments**

Recommendation

It is recommended the City Council review the Fiscal Year 2017-18 Mid-Year Budget report and approve the recommended budget adjustments.

Background

In June 2017 the City Council adopted Resolution 2017-09 for adoption of the 2017-18 (FY 17/18) budget and appropriations limit. The Adopted General Fund FY 17/18 budget included $4,784,300 in revenues and $4,720,849 in expenditures for a budgeted surplus of $63,451.

Discussion

Actual revenues through December 2017 with projections for the remainder of the fiscal year are higher than anticipated by $184,000. The largest projected increases are in Property Taxes $8,000, Fire Structure Fees $10,000, Sales Tax $15,000, Property Tax VLF Swap $27,260, Utility Users Tax $12,000 and new funding for the EMPG Grant for $6,950 for EOC equipment and a SHSP Grant for $1,653 for CERT Training..

Actual expenditures through December 2017 with projections for the remainder of the fiscal year are in line with the original budget, however, certain line items are over and some items need to be added to the budget. Also included in the Fire & Medical Department are costs for the Fire Station improvements which were approved in Fiscal Year 2016-17 and the appropriation was carried over to the current fiscal year. The increases and proposed budget adjustments are as follows:

1) Account 10-100-6080 $1,800 Increase for Worker's Compensation insurance, amounts are higher than anticipated.

2) Account 10-100-6610 $40,000 to hire a consultant for UUT polling.

3) Account 10-200-6610 $10,000 Increase in City Attorney expenditures, costs through December were higher than anticipated.

4) Account 10-320-6010 $17,725 increase in salary for the City Clerk for July and August of $4,725. Increase for new part-time employee from October to June for $13,000. The additional salary for the part-time employee is offset by the savings from Code Compliance Officers retirement.

5) Account 10-320-6610 $6,800 increase in contract professional services for the City Clerk during the period of maternity leave for the Deputy City Clerk.

6) Account 10-420-6720 $3,000 increase for landscaping costs at the fire station, amounts originally not budgeted.

7) Account 10-420-8000 $1,800 for a fence around the storage shed, amount originally not budgeted.

8) Account 10-425-6215 $6,950 to purchase EOC equipment, the amounts will be offset by an EMPG Grant.

9) Account 10-425-6710 $1,653 for CERT Training, the amounts will be offset by an SHSP Grant.

10) Account 10-510-6610 $42,000 increased costs for public works projects.

11) Account 10-515-6015 $(6,500) decrease in salaries due to the Code Compliance Officers retirement.

12) Account 10-520-6015 $(6,500) decrease in salaries due to the Code Compliance Officers retirement.

13) Account 20-520-6720 $15,600 for mulch for the parkway planters and slope, to aid in water retention and pipe protection. These costs will be paid from the Gas Tax Fund.

Please see the attached worksheet for the recommended Budget Adjustments.

Budget (or Fiscal) Impact

If the proposed Budget Adjustments are adopted then the budgeted surplus goes from $63,541 to a deficit of $15,586. The amended budget amount includes the additional $10,000 for LESJWA.

Attachments

1. Mid-Year Review and Expenditures - General Fund
2. Mid-Year Proposed Budget Adjustments

CITY OF CANYON LAKE
MID-YEAR REVIEW - REVENUES AND EXPENDITURES
10 - GENERAL FUND
FISCAL YEAR 2017-18

	Year-to-Date Actual 31-Dec-17	Projected January to June	Projected FY 2017-18	Amended Budget	% Total of Budget Used Mid-Year	% Total of Budget Used Yearend	Variance
REVENUES							
PROPERTY TAXES	$ 616,599.10	$ 2,134,630.70	$ 2,751,229.80	$ 2,720,700.00	22.66	101.12	$ 30,529.80
SALES TAXES	123,412.55	120,600.00	244,012.55	227,000.00	54.37	107.49	17,012.55
UTILITY USERS	435,477.30	597,000.00	1,032,477.30	1,020,000.00	42.69	101.22	12,477.30
TRANSIENT LODGING TAX	15,949.80	48,000.00	63,949.80	64,000.00	24.92	99.92	(50.20)
BUSINESS LICENSE FEES	23,365.90	26,000.00	49,365.90	48,000.00	48.68	102.85	1,365.90
FORECLOSURE FEES	286.00	914.00	1,200.00	4,400.00	6.50	27.27	(3,200.00)
COURT, VEHICLE, PARKING	8,603.96	9,100.00	17,703.96	15,000.00	57.36	118.03	2,703.96
FRANCHISE FEES	56,074.52	272,300.00	328,374.52	319,100.00	17.57	102.91	9,274.52
INTEREST INCOME	6,237.98	22,000.00	28,237.98	25,000.00	24.95	112.95	3,237.98
PERMITS AND FEES	151,148.44	165,994.00	317,142.44	229,100.00	65.97	138.43	88,042.44
GRANTS	9,923.35	41,800.00	51,723.35	41,800.00	23.74	123.74	9,923.35
LEASE INCOME	21,915.06	23,260.00	45,175.06	45,200.00	48.48	99.94	(24.94)
MISCELLANEOUS	23,620.74	15,000.00	38,620.74	25,000.00	94.48	154.48	13,620.74
TOTAL REVENUES	1,492,614.70	3,476,598.70	4,969,213.40	4,784,300.00	31.20	103.87	184,913.40
EXPENDITURES							
CITY COUNCIL							
SALARIES AND BENEFITS	10,766.17	10,592.64	21,358.81	19,540.00	55.10	109.31	(1,818.81)
OPERATIONS AND MATERIALS	18,942.98	23,733.90	42,676.88	48,355.00	39.17	88.26	5,678.12
	29,709.15	34,326.54	64,035.69	67,895.00	43.76	94.32	3,859.31
CITY ATTORNEY							
CONTRACT SERVICES	44,955.65	35,000.00	79,955.65	70,000.00	64.22	114.22	(9,955.65)
	44,955.65	35,000.00	79,955.65	70,000.00	64.22	114.22	(9,955.65)
CITY MANAGER							
SALARIES AND BENEFITS	140,179.29	131,970.00	272,149.29	274,774.00	51.02	99.04	2,624.71
OPERATIONS AND MATERIALS	60,145.15	28,519.63	88,664.78	93,890.00	64.06	94.43	5,225.22
	200,324.44	160,489.63	360,814.07	368,664.00	54.34	97.87	7,849.93
CITY CLERK							
SALARIES AND BENEFITS	50,398.18	44,652.00	95,050.18	81,078.00	62.16	117.23	(13,972.18)
OPERATIONS AND MATERIALS	6,088.87	9,599.25	15,688.12	20,600.00	29.56	76.16	4,911.88
	56,487.05	54,251.25	110,738.30	101,678.00	55.55	108.91	(9,060.30)

CITY OF CANYON LAKE
MID-YEAR REVIEW - REVENUES AND EXPENDITURES
10 - GENERAL FUND
FISCAL YEAR 2017-18

	Year-to-Date Actual 31-Dec-17	Projected January to June	Projected FY 2017-18	Amended Budget	% Total of Budget Used Mid-Year	% Total of Budget Used Yearend	Variance
FINANCE							
SALARIES AND BENEFITS	$ 1,951.62	$ 1,940.00	$ 3,891.62	$ 3,900.00	50.04	99.79	8.38
CONTRACT SERVICES	62,464.21	68,340.00	130,804.21	132,300.00	47.21	98.87	1,495.79
OPERATIONS AND MATERIALS	4,013.70	6,130.38	10,144.08	11,125.00	36.08	91.18	980.92
	68,429.53	76,410.38	144,839.91	147,325.00	46.45	98.31	2,485.09
PLANNING							
SALARIES AND BENEFITS	-	-	-	-		-	-
CONTRACT SERVICES	21,763.61	33,600.00	55,363.61	56,000.00	38.86	98.86	636.39
	21,763.61	33,600.00	55,363.61	56,000.00	38.86	98.86	636.39
BUILDING & SAFETY							
CONTRACT SERVICES	76,991.51	86,100.00	163,091.51	140,000.00	54.99	116.49	(23,091.51)
OPERATIONS AND MATERIALS	667.29	473.92	1,141.21	1,600.00	41.71	71.33	458.79
	77,658.80	86,573.92	164,232.72	141,600.00	54.84	115.98	(22,632.72)
LAW ENFORCEMENT							
CONTRACT SERVICES	392,860.74	1,188,400.00	1,581,260.74	1,584,430.00	24.80	99.80	3,169.26
OPERATIONS AND MATERIALS	14,487.90	75,687.10	90,175.00	94,650.00	15.31	95.27	4,475.00
	407,348.64	1,264,087.10	1,671,435.74	1,679,080.00	24.26	99.54	7,644.26
FIRE & MEDICAL							
CONTRACT SERVICES	327,390.48	1,050,000.00	1,377,390.48	1,436,000.00	22.80	95.92	58,609.52
OPERATIONS AND MATERIALS	6,804.46	8,625.00	15,429.46	16,300.00	41.75	94.66	870.54
STATION UPGRADES	107,414.43	-	107,414.43	110,000.00	97.65	97.65	2,585.57
	441,609.37	1,058,625.00	1,500,234.37	1,562,300.00	28.27	96.03	62,065.63
EMERGENCY PREPAREDNESS							
OPERATIONS AND MATERIALS	513.00	15,730.00	16,243.00	9,980.00	5.14	162.76	(6,263.00)
	513.00	15,730.00	16,243.00	9,980.00	5.14	162.76	(6,263.00)
ANIMAL CONTROL							
CONTRACT SERVICES	86,776.67	109,021.00	195,797.67	197,000.00	44.05	99.39	1,202.33
	86,776.67	109,021.00	195,797.67	197,000.00	44.05	99.39	1,202.33
PUBLIC WORKS ADMINISTRATION							
CONTRACT SERVICES	61,724.50	29,400.00	91,124.50	50,000.00	123.45	182.25	(41,124.50)
OPERATIONS AND MATERIALS	-	100.00	100.00	300.00	-	33.33	200.00
	61,724.50	29,500.00	91,224.50	50,300.00	122.71	181.36	(40,924.50)

CITY OF CANYON LAKE
MID-YEAR REVIEW - REVENUES AND EXPENDITURES
10 - GENERAL FUND
FISCAL YEAR 2017-18

	Year-to-Date Actual 31-Dec-17	Projected January to June	Projected FY 2017-18	Amended Budget	% Total of Budget Used Mid-Year	% Total of Budget Used Yearend	Variance
NPDES							
SALARIES AND BENEFITS	$ 8,403.79	$ 2,448.00	$ 10,851.79	$ 21,098.00	39.83	51.44	10,246.21
OPERATIONS AND MATERIALS	65,453.00	5,200.00	70,653.00	70,300.00	93.11	100.50	(353.00)
	73,856.79	7,648.00	81,504.79	91,398.00	80.81	89.18	9,893.21
SPECIAL ENFORCEMENT							
SALARIES AND BENEFITS	79,274.61	66,600.00	145,874.61	152,518.00	51.98	95.64	6,643.39
OPERATIONS AND MATERIALS	14,305.35	8,137.59	22,442.94	18,930.00	75.57	118.56	(3,512.94)
CAPTITAL OUTLAY	-	60,000.00	60,000.00	60,000.00	-	100.00	-
	93,579.96	134,737.59	228,317.55	231,448.00	40.43	98.65	3,130.45
BUILDING & FACILITY							
CONTRACT SERVICES	10,088.63	5,490.00	15,578.63	19,600.00	51.47	79.48	4,021.37
OPERATIONS AND MATERIALS	23,249.51	23,108.00	46,357.51	45,680.00	50.90	101.48	(677.51)
	33,338.14	28,598.00	61,936.14	66,180.00	50.37	93.59	3,343.86
TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-
TOTAL EXPENDITURES	1,698,075.30	3,128,598.41	4,826,673.71	4,840,848.00	35.08	99.71	13,274.29
EXCESS (DEFICIT) REVENUES OVER EXP.	$ (205,460.60)	$ 348,000.29	$ 142,539.69	$ (56,548.00)			

CITY OF CANYON LAKE
MID-YEAR PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR 2017-2018 BUDGET ADJUSTMENTS

Account#	Account Name	Reason for Adjustment	Mid-Year Adj.	Budget FY 2017/18	Mid-Year Adjustment	Adjusted Budget FY 2017/18
	GENERAL FUND REVENUES					
10-000-4020	Base Property Tax	Revenues are higher than anticipated	$ 8,000	$ 723,000	$ 8,000	$ 731,000
10-000-4032	Property Tax Fire	Revenues are higher than anticipated	$ 10,000	$ 985,000	$ 10,000	$ 995,000
10-000-4705	Property Tax VLF Swap	Revenues are higher than anticipated	$ 27,260	$ 850,000	$ 27,260	$ 877,260
10-000-4100	Sales Tax	Revenues are higher than anticipated	$ 10,000	$ 227,000	$ 15,000	$ 242,000
10-000-4130	Utility Users Tax	Revenues are higher than anticipated	$ 10,000	$ 1,020,000	$ 12,000	$ 1,032,000
10-000-4592	Grant Revenue	EMPG for EOC equipment	$ 6,950	$ -	$ 6,950	$ 6,950
10-000-4593	Grant Revenue	SHSP CERT Training Grant	$ 1,653	$ -	$ 1,653	$ 1,653
		Increase in Revenues			**$ 80,863**	
		Original General Fund Budget - Revenues			$ 4,784,300	
		Adjusted General Fund Budget - Revenues			**$ 4,865,163**	
	GENERAL FUND EXPENDITURES					
City Council						
10-100-6080	Benefits	Workers' Comp costs higher than budgeted	$ 1,800	$ 1,540	$ 1,800	$ 3,340
10-100-6610	Professional & Specialized Serv.	Polling for UUT	$ 40,000	$ 5,000	$ 40,000	$ 45,000
City Attorney						
10-200-6610	Professional & Specialized Serv.	Costs are higher than anticipated	$ 10,000	$ 70,000	$ 10,000	$ 80,000
City Clerk						
10-320-6010	Salaries & Wages	July & August for Ariel	$ 4,725	$ 55,194	$ 17,725	$ 72,919
		October to June for Victoria	$ 13,000			
			$ 17,725			
10-320-6610	Professional & Specialized Serv.	Contract increase for Ariel	$ 6,800	$ 5,000	$ 6,800	$ 11,800
Fire & Medical						
10-420-6720	Landscape, Maint and Repairs	Lanscaping for fire station	$ 3,000	$ -	$ 3,000	$ 3,000
10-000-8000	Capital Improvements	Fencing around storage shed	$ 1,800	$ -	$ 1,800	$ 1,800
Emergency Preparedness						
10-425-6215	EOC Equipment Supplies	Purchase EOC equipment with grant	$ 6,950	$ -	$ 6,950	$ 6,950
10-425-6710	CERT Training	CERT training offset by SHSP Grant	$ 1,653	$ -	$ 1,653	$ 1,653
Public Works						
10-510-6610	Professional & Specialized Serv.	Additonal costs to cover projects for Public Works	$ 42,000	$ 50,000	$ 42,000	$ 92,000
NPDES						
10-515-6015	Special Enforcement Salaries	Savings from Jean retiring	$ (6,500)	$ 16,714	$ (6,500)	$ 10,214
Special Enforcement						
10-520-6015	Special Enforcement Salaries	Savings from Jean retiring	$ (6,500)	$ 120,829	$ (6,500)	$ 114,329
		Total Budget Adjustments - Expenditures			**$ 118,728**	
		Amended General Fund Budget - Expenditures			$ 4,730,849	
		Adjusted General Fund Budget - Expenditures			**$ 4,849,577**	
		Amended General Fund Budget - Surplus			$ 53,451	
		Adjusted General Fund Budget - Deficit			**$ 15,586**	
	GAS TAX FUND EXPENDITURES					
20-520-6720	Landscape, Maint and Repairs	Mulch for parkway and slopes	$ 15,600	$ 92,400	$ 15,600	$ 108,000

City of Canyon Lake
City Council
Staff Report

TO:	**Honorable Mayor and Members of the City Council**
FROM:	**Aaron Palmer, City Manager**
BY:	**Margaret Monson, Associate Engineer, Public Works**
DATE:	**March 07, 2018**
SUBJECT:	**Recommendation to Award Contract Slurry Seal FY 2017-2018 Project No. 2017-01**

Recommendation

That City Council:

1. Award and authorize the City Manager to execute a contract and the City Manager or her designee to administer the terms of the contract to the lowest responsible bidder, All American Asphalt of Corona, CA, in the not-to-exceed amount of $263,241.63 for the completion of Slurry Seal FY 2017-2018, Project Number 2017-01; and

2. Authorize the amounts of $26,324.00 for contingency, $24,120.50 for engineering, design, an estimated $37,000.00 for construction contract administration and inspection by Charles Abbott Associates, Inc., for a total construction budget in the amount of $350,686.29; and

3. Approve the plans and specifications prepared for this project.

Background

On February 06, 2018, a Request for Bids was advertised for the Slurry Seal FY 2017-2018, Project Number 2017-01. The February 21, 2018, Bid Opening yielded four bids. The lowest bid received was from All American Asphalt, for $263,141.63. This amount is relatively close to the Engineer's Estimate of $253,000. The bids received are as follows:

Bidder	Submitted Bid Amount	Actual Bid Amount
All American Asphalt	$263,141.63	$263,241.63
Roy Allan Slurry Seal, Inc	$275,824.40	$275,825.00
American Asphalt South, Inc	$293,211.80	$293,211.80
Pavement Coatings Co	$302,815.95	$302,815.95

Table 1. Bid Opening. Contractor bids for Project 2017-01.

Upon checking the price bid for unit items, the mathematic total of the low bid was $100.00 higher than submitted, which brought the low bid to $263,241.63. The second low bidder also had mathematical errors in their total. Based on sealed competitive bids, received after publicly

advertising, All American Asphalt of Corona, CA, is the Apparent Lowest Responsible Bidder. Staff has reviewed their references and submittal documents and recommends award to All American Asphalt.

Fiscal Impact

The Slurry Seal FY 2017-2018 budget of $350,686.29 was anticipated for Fiscal Year 2017-2018. On June 20, 2017, City Council approved Resolution No. 2017-09 which included an increase of $530,000.00 to the Gas Tax Special Revenue Fund, for the completion of Slurry Seal FY 2017-2018.

The following table specifies the anticipated staff and construction costs:

Total Projected Expense	Cost
Construction Contract	$263,241.63
Construction Contract (Contingencies)	$26,324.16
Engineering Design & Management	$24,120.50
Construction Management & Inspection	$37,000
Total	**$350,686.29**

Table 2. Total Projected Expenses. Total Projected Expenses for Project 2017-01.

The Total Projected Project Expense is $350,686.29.

The following tables analyzes Available Funds compared to the Total Projected Project Expense:

Item	Cost
Gas Tax Special Revenue Fund	$530,000.00
Total Projected Project Expense	$350,686.29
Remaining Funds	**$179,313.71**

Table 3. Budget Analysis. Available funding and costs analyzed for Project 2017-01.

Considering the available budget of $530,000.00 and a Projected Project Expense of $350,686.29, there are sufficient funds for this project.

Attachments

All American Asphalt Bid Proposal
Agreement
Contract Documents

BID OPENING

Project/Bid No: 2017-01 **Date:** 2/21/2018 **Time:** 10:00 AM

Staff Present: Kenneth Bailey Ruby Manzano

Bids Opened by:

Project Name: Slurry Seal FY 2017-2018 **Number of Addenda** 2

	BIDDER	ADDRESS	BID BOND	NON-COLLUSION AFFIDAVIT	ADDENDA	SUB-CONTRACTOR LIST	REFERENCES	BID AMOUNT
1	Payments Coating Company	10740 San Sevaine Way Mira Loma, CA 91752	✓	✓	✓	✓	No References	302,815.95
2	All American Asphalt	1100 E 6th St Corona, CA 92879	✓	✓	✓	✓	None included	263,141.63
3	Ray Allan	11922 Bloomfield Ave Santa Fe Springs CA 90670	✓	✓	✓	✓	None included	276,824.40
4	American Asphalt South Inc.	P.O. Box 310036 Fontana, CA 92331	✓	✓	✓	✓	✓	293,211.80
5								
6								
7								
8								
9								
10								
11								
12								

Recorder: Ruby Manzano **Engineer's Estimate:** N/A

CITY OF CANYON LAKE
ENGINEERING DEPARTMENT
31516 Railroad Canyon Road • Canyon Lake, California 92587
Phone: 951.244.2955 x209 • Fax: 951.246.2022

ADDENDUM NO. 2

CONTRACT DOCUMENTS
For
SLURRY SEAL FY 2017-2018

BID NO. 2017-01

The Construction Drawings for the above project are hereby amended as follows: (Please take special notice of all **bold** typed and **underlined** information).

1. The Contract Documents are hereby revised. **Use the revised Bidder's Bond and Subcontractor List forms (Attached).**

BY: _____ DATE: February 14, 2018

Danny Chow, P.E.
City Engineer

Please acknowledge receipt of this ADDENDUM NO. 2 by including this executed page with your bid submittal proposal form. The undersigned acknowledges receipt of this ADDENDUM NO. 2.

Name of Firm Bidding: All American Asphalt

Representative's Signature: _____

Edward J. Carlson, Vice President

ADDENDUM NO. 1

CONSTRUCITON DRAWINGS
For
SLURRY SEAL FY 2017-2018

BID NO. 2017-01

The Construction Drawings for the above project are hereby amended as follows: (Please take special notice of all **bold** typed and **underlined** information).

1. The Construction Drawings are hereby revised. **Use the revised Construction Drawings (Attached).**

BY: _____ DATE: February 13, 2018

Danny Chow, P.E.
City Engineer

Please acknowledge receipt of this ADDENDUM NO. 1 by including this executed page with your bid submittal proposal form. The undersigned acknowledges receipt of this ADDENDUM NO. 1.

Name of Firm Bidding: All American Asphalt

Representative's Signature: _____

Edward J. Carlson, Vice President

FORMS

AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01

STATE OF CALIFORNIA)
) ss
COUNTY OF Riverside)

Edward J. Carlson, Vice President, being first duly sworn, deposes and says that he/~~she~~ is of All American Asphalt, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor 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.

BY: _____ Edward J. Carlson, Vice President
Signature (CONTRACTOR) Title (CONTRACTOR)

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

*Please See Attached

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20____

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

CALIFORNIA JURAT

GOV CODE § 8202

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 19th (Date) day of February (Month), 2018,

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Affidavit of Non-Collusion

Document Date: 2-19-2018 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

CONTRACTOR'S PROPOSAL

Date February 19, 2018

To the City of Canyon Lake:

The Undersigned hereby declares:

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

All American Asphalt

Mark Luer, President

Edward J. Carlson, Vice President Michael Farkas, Secretary

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

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

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

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

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

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

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

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

Bidders' Bond DOLLARS ($ 10%) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer."

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

Edward J. Carlson, Vice President
Print Name of Bidder

400 East Sixth Street Corona 92879
Street Address City Zip Code

(951) 736-7600
Telephone Number

Signature of BIDDER
Edward J. Carlson, Vice President

BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **SLURRY SEAL FY 2017-2018**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	30,020	SF	Cold Mill Existing AC Pavement (3" Uniform)	0.39	11,707.80
2	30,020	SF	AC Leveling Course (1")	0.23	6,904.60
3	30,020	SF	AC Overlay (2")	1.11	33,322.20
4	595,000	SF	Type II Slurry Seal	0.22	130,900
5	2	EA	Remove, Replace and Align Traffic Detector Loop	1,951.79	3,903.58
6	1	LS	Crack Sealing- (Approximately 50 LF)	6,111.03	6,111.03
7	1	LS	Traffic Striping- Remove Existing Striping	21,510.98	21,510.98
8	31,000	LF	Thermoplastic Striping- 4" Lane Line	0.45	13,950
9	2,850	LF	Thermoplastic Striping- 4" Channelization Line	0.45	1,282.50
10	1,000	LF	Thermoplastic Striping- Double Yellow Median Stripe	0.89	890.00
11	15,600	LF	Thermoplastic Striping- 6" Bike Lane Line	0.67	10,452
12	1,500	LF	Thermoplastic Striping- 8" Limit Line	0.89	1,335
13	3,465	LF	Thermoplastic Striping- 8" Channelization Line	0.89	3,083.85
14	2,770	LF	Thermoplastic Striping- 12" Limit Line or Crosswalk Marking	2.23	6,177.10
15	32	EA	Thermoplastic Striping- CA-MUTCD Type IV (Turn Arrows- L & R)	55.77	1,784.64
16	2	EA	Thermoplastic Striping- U-Turn Arrows	55.77	111.54
17	30	EA	Thermoplastic Striping- Pavement Marking "SIGNAL AHEAD"	161.72	4,851.60
18	19	EA	Thermoplastic Striping- Pavement Marking "BIKE LANE" Letters and Arrow	55.77	1,059.63
19	1	LS	Raised Pavement Markers	3,903.58	3,903.58

TOTAL AMOUNT BASE BID IN FIGURES $ 263,141.63

TOTAL AMOUNT BASE BID IN WORDS two hundred Sixty three thousand one hundred forty one dollars and sixty three cents

Bond No. 08597423

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, All American Asphalt

_____ as principal, and

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

In no case shall the liability of the surety hereunder exceed the sum of $ Ten Percent (10%) of Total Amount Bid -----

_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City for ~~landscape maintenance services~~ completing Slurry Seal FY 2017-2018 specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on February 21, 2018 [time] at 10:00 AM [address]. City of Canyon Lake - 31516 Railroad Canyon Road, Canyon Lake, CA 92587

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of February , 2018

All American Asphalt (seal)

_____ (seal)
Edward J. Carlson, Vice President

_____ (seal)

400 East Sixth Street, Corona, CA 92879 (seal)
PRINCIPAL

Fidelity and Deposit Company of Maryland (seal)

_____ (seal)
Rebecca Haas-Bates, SURETY Attorney-in-Fact

777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017 (seal)
ADDRESS

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

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

State of California

County of Riverside

On February 19, 2018 (Date) before me, Courtney Chapas, Notary Public (Here Insert name and Title of the Officer),

personally appeared Edward J. Carlson (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

COURTNEY CHAPAS
Notary Public - California
Riverside County
Commission # 2172984
My Comm. Expires Nov 20, 2020

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: February 14, 2018 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
- ☐ Individual
- X Corporate Officer — Title(s): Vice President
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Other: _____

Signer is Representing: All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

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

State of California)
County of Orange)

On 02/14/2018 before me, A. MacFarlane, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A. MACFARLANE
Notary Public – California
Orange County
Commission # 2188592
My Comm. Expires Mar 27, 2021

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 02/14/2018

Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Fidelity and Deposit Company of Maryland

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

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of February, 2018.

Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the ~~landscape maintenance services~~ Slurry Seal FY 2017-2018 in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Subcontractor Name	Office Address	License Number	*DIR Registration Number	Work to be completed by subcontractor
Calstripe	2040 East steel N.D. Colton CA 92324	685387 C-32	1000001100	Striping
CPE California Professional engineering	924 anbaine Ave. unit E La Puente, CA	793907 C-10	1000001980	electric

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

*An inaccurate registration number is not the basis to set aside the bid if corrected within 24 hours.

February 19, 2018
Dated

BIDDER Signature
Edward J. Carlson, Vice President

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
) ss
COUNTY OF)

N/A, being first duly sworn, deposes and says:

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

_____

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

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

_____

_____ N/A

who constitute the other members of the co-partnership.

_____
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20____

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)ss
COUNTY OF Riverside)

Edward J. Carlson, being first duly sworn, deposes and says:

That he is Vice President of,

All American Asphalt

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

Signature
Edward J. Carlson, Vice President
USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this
*Please See Attached
_____ day of _____, 20___

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

CALIFORNIA JURAT

GOV CODE § 8202

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 19th (Date) day of February (Month), 2018,

By (1) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Affidavit for Corporation Bidder

Document Date: 2-19-2018 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER
Top of thumb here	Top of thumb here

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

N/A, being first duly sworn, deposes and says:

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

_____
Signature

USE UPDATED NOTARY JURAT

N/A

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20___

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

N/A, being first duly sworn, deposes and says:

That he is _____ of,

_____,

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

_____

_____

_____

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

N/A

_____
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_____ day of _____ , 20___

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 10th day of July, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Dawn E. Brown

_____
Vice President
David McVicker

State of Maryland
County of Baltimore

On this 10th day of July, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 012-0033D

CITY OF
CANYON LAKE

SLURRY SEAL FY 2017-2018
BID NO. 2017-01

BIDDER'S STATEMENT OF EXPERIENCE,

1. Owner's Name: City of La Quinta
   Contact Person: Ubaldo Ayon Jr.
   Address of Owner: 78-495 Calle Tampico, La Quinta, CA 92253
   Phone: (760) 777-7051
   Project Description: Pavement management Plan Project 2016
   Amount of Contract: $401,830.00 Completion Date: 12/2017

2. Owner's Name: City of Hot Springs
   Contact Person: Daniel Porras
   Address of Owner: 65-950 Pierson Blvd, Desert Hot Springs, CA 92240
   Phone: (760) 329-6411 Ext 216
   Project Description: Hacienda Ave #2013-04
   Amount of Contract: $327,111.10 Completion Date:z 12/10/2016

3. Owner's Name: City of La Quinta
   Contact Person: Ubaldo Ayon Jr.
   Address of Owner: 78-495 Calle Tampico, La Quinta, CA 92253
   Phone: (760) 777-7051
   Project Description: FY 16-17 Phase 2 Desert Club Estates
   Amount of Contract: $697,474.76 Completion Date: 12/23/2016

2014 - 2016 SLURRY SEAL
PAST WORK REFERENCES

City of Torrance
3031 Torrance Blvd
Torrance, CA 90503
Contact: Stephanee Comon (310) 781-6900

Residential Slurry Seal Program
Contract Amount: $1,830,000
Completed: 11/2014

City of Escondido
201 N Broadway
Escondido, CA 92025
Contract: Matt Souttere, (760) 839-4651

FY 13-14 Street Maintenance Project
Contract Amount: $1,650,000
Completed: 12/2014

City of Eastvale
12363 Limonite Ave
Eastvale, CA 91752
Contact: Ruben Castaneda (951) 703-4470

Archibald Avenue Slurry Seal Project
Contract Amount: $995,000
Completed: 3/2015

City of Ontario
303 East B St
Ontario, CA 91764
Contact: Gary Harms, (909) 395-2130

Improvements in Ontario for Police
Contract Amount: $54,850.25
Completed: 9/2015

Town of Yucca Valley
58928 Business Center Drive
Yucca Valley, CA 92284
Contact: Alex Qishita, (760) 369-6575

Town Wide Slurry Seal Project
Contract Amount: $449,400
Completed: 10/2015

City of Lake Elsinore
130 S. Main St
Lake Elsinore, CA 92530
Contact: Deepak Solanki, (951) 674-3124

FY 2014-2015 Slurry Seal Program – Phase 1A
Contract Amount: $137,783.36
Completed: 11/2015

2011 – 2013 SLURRY SEAL
PAST WORK REFERENCES

City of Westminster
8200 Westminster Blvd
Westminster, CA 92683
Contract: Tuan Pham, (714) 548-3456

Citywide Slurry Seal Project
Contract Amount: $357,270
Completed: 7/2011

City of Torrance
3031 Torrance Blvd
Torrance, CA 90509
Contact: Sue Herbers, (310) 618-2870

Slurry Seal of City Parking Lot Facility
Contract Amount: $38,730
Completed: 2/2012

City of Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274
Contact: (310) 378-0383

Slurry Seal – Various Locations
Contract Amount: $457,370
Completed: 6/2012

City of Buena Park
6650 Beach Blvd
Buena Park, CA 90622
Contact: Wood Nousome, (714) 562-3678

2011-12 Slurry Sealing
Contract Amount: $203,000
Completed: 7/2012

City of Carson
701 E Carson St
Carson, CA 90745
Contact: Rick Boutros, (310) 952-1700

Citywide Rubberized Slurry
Contract Amount: $342,640
Completed: 10/2012

City of Rancho Santa Margarita
22112 El Paseo
Rancho Santa Margarita, CA 92688
Contact: Joe Parco, (949) 635-1813

Annual Residential Slurry Seal
Contract Amount: $180,000
Completed: 6/2013

City of Rancho Cucamonga
10500 Civic Center Dr
Rancho Cucamonga, CA 91730
Contact: Shelley Hayes, (909) 477-2700

FY 2012/2013 Slurry Seal
Contract Amount: $328,000
Completed: 8/2013

City of Santa Clarita
23920 Valencia Blvd
Santa Clarita CA 91355
Contact: Bill Whitlatch, (661) 259-2489

2011/12 Overlay & Slurry Seal Program
Contract Amount: $5,995,000
Completed: 9/2013

"2016"
PAST WORK REFERENCES

City of Riverside
3900 Main St.
Riverside, CA 92501
Contact: Steve Howard, (951)826-5708

2014/2015 Preservation and Maintenance
Contract Amount: $3,400,725.00
Start: 01/2016
Completed: 06/2016

City of Rancho Santa Margarita
2212 El Paseo
Rancho Santa Margarita, CA 92688
Contact: Max Maximous, (949)635-1800

Annual Residential Overlay
Contract Amount: $245,190.00
Start: 01/2016
Completed: 09/2016

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
Contact: Kimberly Young, (909) 839-7044

Grand Ave. Beautification Project
Contract Amount: $1,939,000.00
Start: 08/2015
Completed: 05/2016

City of Bell
6330 Pine Avenue
Bell, CA 90201
Contact: Dahi Kim, (323)923-2628

Florence Avenue Overlay
Contract Amount: $643,000.00
Start: 04/2016
Completed: 09/2016

Department of Transportation
72-800 Dinah Shore Dr. Ste. 104
105 Palm Desert, CA 92211
Contact: Khoi Vu, (951) 232-6263

Route 111, Contract No. 08-1C4604
Contract: $1,536,207.00
Start: 04/2016
Completed: 09/2016

Department of Transportation
3251 ¼ University Dr. Trailer No. 2
Irvine, CA 92612
Contact: Peter Shieh, (949)279-8636

Route 73, Contract No. 12-0M1104
Contract Amount: $1,545,163.00
Start: 4/2015
Completed: 07/2016

City of Victorville
14343 Civic Drive
Victorville, CA 92392
Contact: Bruce Miller, (760) 269-0045

Bear Valley Road Reconstruction
Contract Amount: $2,611,215.00
Start: 04/2016
Completed: 07/2016

CONTRACT AND AGREEMENT

SLURRY SEAL FY 2017-2018

PROJECT NO. 2017-01

This Contract and Agreement, is made and effective this _____ day of_____2018, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and ALL AMERICAN ASPHALT ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide slurry seal services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR SLURRY SEAL FY 2017-2018;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE 1.
COMPELETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated **February 21, 2018**, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreementas if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance

of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the SLURRY SEAL FY 2017-2018 and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence on **ISSUANCE OF THE NOTICE TO PROCEED (NTP)**, and end or before **45 CALENDAR DAYS FOLLOWING THE NTP**. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be **two hundred sixty three thousand, two hundred forty one dollars and forty-one cents ($263,241.63)** for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50)

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

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 — Travel and Subsistence Pay
2. Section 1774 — Prevailing Wage Requirement
3. Section 1775 — Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 — Payroll Records
5. Section 1777.4 — Apprenticeship Requirements
6. Section 1777.5 — Apprenticeship Requirements
7. Sections 1810 and 1811 — Working Hour Restrictions
8. Section 1813 — Penalty for Failure to Pay Overtime
9. Section 1815 — Overtime Rate Requirement

ARTICLE 7.
CONTRACTOR'S LICENSE

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- Class 'A' General Engineering Contractor License

Successful Bidder and Subcontractors shall obtain a City Business License, an Encroachment Permit and all applicable permits required by the City of Canyon Lake and by other agencies of the State and County prior to commencing any work within City limits. The City Business License and permits can be obtained at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

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

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

ARTICLE 8.
REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

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

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

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

ARTICLE 9.
NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

To CITY:
Public Works Department
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

To CONTRACTOR:
ALL AMERICAN ASPHALT
400 E. 6th Street
Corona, CA 92879

ARTICLE 10.
INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11.
INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or

in part for any reason;

- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

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

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on

file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating

Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be ail inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

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

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

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

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE 12.
CHANGES

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13.

CONTRACTOR CLAIMS OF $375,000 OR LESS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 ($375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14.
TERMINATION

A. **Termination Prior to Expiration of Term** CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. **Termination for Default of CONTRACTOR** If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

In addition to any other indemnification provisions of the Contract Documents, and specifically indemnifications for hazardous materials, Contractor shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY and its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final

judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17.
RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR f o r a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said

work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

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

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required or performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR

whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law that pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

A. **Governing Law.** The laws of the State of California shall govern this agreement.

B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.

C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.

E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE	**CONTRACTOR**
Date: _____	Date: _____
_____	_____
By: City Manager	By: Contractor Edward J. Carlson, Vice President

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____
hereinafter referred to as "Contractor" as PRINCIPAL, and
_____

_____
as SURETY, are held and firmly bound unto the City of Canyon Lake, hereinafter referred to as the "City", in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled **CITY OF CANYON LAKE** - _____ and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20___.

_____
PRINCIPAL SURETY

BY: _____ BY:_____
(SEAL) (SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____
_____
hereinafter referred to as "Contractor" as PRINCIPAL, AND_____
_____
as SURETY, are held and firmly bound unto the CITY hereinafter referred to as the "City," in the sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said City for construction of the work under the City's specification entitled **CITY OF CANYON LAKE** - _____ required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____

day of _____, 20___.

_____
PRINCIPAL SURETY

BY: _____ BY:_____
(SEAL) (SEAL)

EXHIBIT A

Public Contract Code Section 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor

presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

ADDENDUM NO. 1

CONSTRUCITON DRAWINGS
For
SLURRY SEAL FY 2017-2018

BID NO. 2017-01

The Construction Drawings for the above project are hereby amended as follows: (Please take special notice of all **bold** typed and **underlined** information).

1. The Construction Drawings are hereby revised. **Use the revised Construction Drawings (Attached).**

BY: _____ DATE: February 13, 2018

Danny Chow, P.E.
City Engineer

Please acknowledge receipt of this ADDENDUM NO. 1 by including this executed page with your bid submittal proposal form. The undersigned acknowledges receipt of this ADDENDUM NO. 1.

Name of Firm Bidding: _____

Representative's Signature: _____

ADDENDUM NO. 2

CONTRACT DOCUMENTS
For
SLURRY SEAL FY 2017-2018

BID NO. 2017-01

The Construction Drawings for the above project are hereby amended as follows: (Please take special notice of all **bold** typed and **underlined** information).

1. The Contract Documents are hereby revised. **Use the revised Bidder's Bond and Subcontractor List forms (Attached).**

BY: _____ DATE: February 14, 2018

Danny Chow, P.E.
City Engineer

Please acknowledge receipt of this ADDENDUM NO. 2 by including this executed page with your bid submittal proposal form. The undersigned acknowledges receipt of this ADDENDUM NO. 2.

Name of Firm Bidding: _____

Representative's Signature: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____as principal, and

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

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

_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City for ~~landscape maintenance services~~ completing Slurry Seal FY 2017-2018 specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on _____ [time] at _____[address].

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

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

_____ (seal)

_____ (seal)

_____ (seal)

_____ (seal)
PRINCIPAL

_____ (seal)

_____(seal)
SURETY

_____ (seal)
ADDRESS

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

SUBCONTRACTOR LIST

In compliance with the provisions of the Public Contract Code Section 4102, the undersigned bidder herewith sets forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the General contractor in or about the ~~landscape maintenance services~~ Slurry Seal FY 2017-2018 in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid, and the portion of the work which will be done by each subcontractor.

Subcontractor Name	Office Address	License Number	*DIR Registration Number	Work to be completed by subcontractor

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

*An inaccurate registration number is not the basis to set aside the bid if corrected within 24 hours.

_____

Dated

_____

BIDDER Signature

BID DOCUMENTS

FOR

SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01

PREPARED BY:
CITY ENGINEER
City of Canyon Lake

REGISTERED PROFESSIONAL ENGINEER
DANNY W. CHOW
NO. 46555
EXP. 6/30/19
CIVIL
STATE OF CALIFORNIA

BID OPENING – 10:00 AM, February 21, 2018
City Clerk's Office
31516 Railroad Canyon Road
Canyon Lake, CA 92587

PROJECT INFORMATION SHEET

Project:	Slurry Seal FY 2017-2018
Bid Date:	February 21, 2018 @ 10:00 AM
Award Contract Date:	March 07, 2018
Construction Start Date:	March 2018 (Tentative)
Construction Time:	Forty-Five (45) Calendar Days
Liquidated Damages:	$250.00 per calendar day
Project Description:	Provide necessary labor, equipment, and materials to remove existing road markings, grind and overlay asphaltic concrete pavement, slurry seal existing asphaltic concrete pavement, install thermoplastic road markings and provide traffic control.

Contact Person of Purchasing Bid Package:	City Clerk (951) 244-2955
Contact Person for Technical Inquiries:	City Engineer's Office Margaret Monson (951) 244-2955

Note: See specifications for details regarding the above information.

CITY OF CANYON LAKE
NOTICE INVITING SEALED BID PROPOSALS
For
SLURRY SEAL FY 2017-2018

PUBLIC NOTICE HEREBY IS GIVEN that the City of Canyon Lake ("City") invites sealed bids for the above referenced project and will receive such bids at City Hall, up to the hour of **10:00 AM on February 21, 2018,** after which time they will be publicly opened and read aloud.

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

Printed copies of said Specifications and Contract documents are available from the City at City Hall for a non-refundable fee of $20; alternatively, Specification and Contract documents may be obtained, free of charge, in electronic format by accessing the BIDs & RFPs webpage via the City website **www.cityofcanyonlake.org** and downloading the documents.

This Contract will be for forty-five (45) calendar days and is expected to have a start date in March 2018.

Requests for clarifications, questions and comments must be clearly labeled, "Written Questions for Bid No. 2017-01 and addressed to Margaret Monson, Associate Engineer, City of Canyon Lake. The City is not responsible for failure to respond to a request that has not been so labeled. **All questions must be put in writing and be received by the City no later than 5:00 PM on February 14, 2018.** Answers to questions will be provided to all those requesting the bid packet. Addenda will be posted on the website if necessary.

Bids must be prepared on the approved proposal forms in conformance with the instructions to bidders and submitted in a sealed envelope plainly marked on the outside:

SEALED BID: CITY OF CANYON LAKE
SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01
DO NOT OPEN WITH REGULAR MAIL

Each sealed envelope shall be addressed to:

Margaret Monson
Public Works Department
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

PREVAILING WAGES - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California

Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. The Contractor must show the ability to keep appropriate certified payroll records.

Bid Date:		**February 21 2018, 10:00 AM**
Award Contract:		**March 07, 2018**
Pre-Construction Meeting:	**(Tentative)**	**March 21, 2018, 8:00 a.m.**
Construction Start Date:	**(Tentative)**	**March 26, 2018**
Construction End Date:	**(Tentative)**	**May 10, 2018**

As provided for in Section 22300 of the California Public Contract Code, the contractor may substitute securities for any monies withheld by the City to ensure performance under the contract.

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

At the time of contract award, the prime contractor shall possess a City of Canyon Lake Business License, a Class 'A' General Engineering Contractor License. **In addition, the prime contractor and all subcontractors must be registered with the California Department of Industrial Relations.**

PLEASE BE SURE TO COMPLETE ALL REQUIRED CITY FORMS CONTAINED IN THE PACKET. INCOMPLETE FORMS MAY LEAD TO DISQUALIFICATION OF BIDDER.

BID TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

REQUIREMENT TO MEET ALL BID PROVISIONS

Each bidder shall meet all of the specifications, bid terms, and conditions. Non-substantial deviations may be considered provided that the bidder submits a full description of, explanation of, and justification for the proposed deviations. The City will make a final determination of any proposed deviation.

BID RETENTION AND AWARD OF CONTRACT

City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. City also reserves the right to waive technical or non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make an award to the lowest responsible, responsive bidder as the interest of the City may require.

INSPECTION OF SITES

Bidders must examine all sites and become acquainted with all conditions affecting the work. In submitting a bid, the bidder warrants that it has made such site examinations, as they deem necessary to determine the condition of the sites, accessibility to materials, workmen and equipment, and to determine the bidder's ability to protect existing surface and subsurface improvements. No claim for allowances – time or money – will be allowed to such matters.

BID WITHDRAWAL, LATE SUBMISSIONS, PUBLIC BID OPENING

A bidder may withdraw a proposal, without prejudice, prior to the time specified for the bid opening, by submitting a written request to the City Manager for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any other place other than the place stated in the "Notice Inviting Bids" will be considered. All bids will be opened and declared publicly. Bidders, or their representatives, are invited to be present at the opening of the bids.

SUBMISSION OF ONE BID ONLY

No individual or business entity of any kind shall be allowed to make, file, or be interested in more than one bid, except an alternative bid when specifically requested. However, an individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

NON-COLLUSION AFFIDAVIT

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

CONTRACT DOCUMENTS IDENTIFIED

The complete Contract Documents are identified in the Agreement. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans, specifications or attachments in making their bid.

COMMUNICATIONS REGARDING BID

All timely requests for information submitted in writing (including email) will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted; however, any such oral communication shall not be binding on the City.

INTERPRETATION OF DOCUMENTS

Discrepancies, omissions, ambiguities and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the City Manager in writing. When appropriate, written Addenda may be issued by the City. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the Contract Documents.

ADDENDA

City reserves the right to issue written Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with City its name, address, phone number and email address for the purpose of receiving Addenda. City will cause copies of Addenda to be mailed, delivered or e-mailed to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

REQUIREMENT TO BID ON THE ENTIRE WORK

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit-basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

a) As to lump sum items, the amount set forth in the "Total" column shall be the item price.

b) As to unit-based items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The evaluation of bids and award of contract shall be based solely on the final decision of the City.

EXTRA WORK AND EMERGENCY WORK

During the course of the contract period, additional services, labor and materials beyond those specified in the contract may be required and performed on a time-and-material basis.

Contractor may notify City of the need for Extra Work and/or City may request Extra Work. City will issue a Work Request form upon which Contractor will provide estimated labor, material and/or unit price costs. Contractor must have a signed work order from the City designated representative before beginning Extra Work.

Contractor shall provide twenty-four (24) hour emergency service, with prompt correction or mitigation of emergency damage, when notified of an occurrence. An emergency that is causing a hazard to the public or property must be responded to within two (2) hours. Failure to do so may result in monetary deductions from the monthly billing. Response to emergency service shall be paid at the contract rate for additional work. Work should be limited to the level required to mitigate an emergency and future repairs shall be completed during normal working hours.

Extra Work will be a separate item from normal contractual duties. Contractor is expected to complete the contractual duties as specified on schedule and extra work shall not interfere with or delay those duties.

Extra Work that has been approved by the City designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, include the name and address of the site. The invoice shall list the materials used with their unit price and total cost; the amount of time to complete the job; the cost of labor as recorded in the Line-Item Price Sheet for Extra Work Categories in the contract.

COMPARISON OF BID PROPOSALS

After the bid proposals for the contemplated work have been opened and read as provided here, the respective totals thereof, will be verified and compared; and the results will thereupon be made public.

AWARD OF CONTRACT

The award of the contract, if any, will be made to the lowest responsive and responsible bidder whose bid proposal complies with all the prescribed requirements, but until an award is made the right will be reserved to reject any or all bid proposals, or to waive technical errors or discrepancies, or to take any other actions allowed by law, if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility qualifications and responsiveness of the bidder to whom it is proposed to make such award.

BID PROPOSAL GUARANTY

Each bid proposal submitted must be accompanied either by cash, or by a certified or cashier's check, or a surety bond, payable to the City in an amount equivalent to at least ten percent (10%) of the total aggregate bid price of such bid proposal, or in such additional amount as may be otherwise provided by law, as a guarantee that the bidder, if his bid proposal be accepted, will promptly execute the contract, secure payment of Worker's Compensation Insurance, furnish a satisfactory Faithful Performance Bond in the amount of one hundred percent (100%) of the total annual bid price, and a Labor and Material Bond in the amount of one hundred percent (100%) of the total annual bid price. No bid proposal will be accepted unless such cash, check or surety bond is enclosed therewith. The bidder must duly execute the Bid Proposal bond and a financially sound surety company authorized to transact business in this

state as a “California admitted insurer.” Each bidder shall identify the surety company that will furnish payment/ performance bonds if awarded the contract.

Should any bidder to whom an award is made fail to properly enter into and execute the awarded contract, the cash, check or bond submitted with his bid proposal shall be forfeited to, and become the property of the City; whereupon the City shall have the right to collect the amount thereof by any appropriate means.

Following the award of the contract the bid proposal guarantees will be returned to the respective bidders by whom they were submitted, except as otherwise provided.

No bidder may withdraw his Bid Proposal for a period of sixty days after the date of the bid proposal opening.

DISQUALIFICATION OF BIDDERS

The successful bid must be responsive and responsible. Bid proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, erasures or irregularities of any kind, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A bid proposal on which the signature of the bidder has been omitted may, at the discretion of the City, be rejected.

The City reserves the right to find a Bid Proposal of a bidder who has been delinquent, is in current litigation with the City or has been within the preceding twelve (12) months, or was unfaithful in any former contract with the City, non-responsible.

COMPETENCY OF BIDDERS

Bidders must be thoroughly competent, and capable of satisfactorily performing the work covered by the bid proposal. When requested, a bidder shall furnish such statements relative to previous experience on similar work, the plan of procedure proposed, and the organization, machinery, plant and other equipment available for the contemplated work, and the financial condition and resources of the bidder, as may be deemed necessary by the City in determining such competence and capability.

LICENSES AND CERTIFICATES REQUIRED

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- Class ‘A’ General Engineering Contractor License

Successful Bidder and Subcontractors shall obtain a City Business License, an Encroachment Permit and all applicable permits required by the City of Canyon Lake and by other agencies of the State and County prior to commencing any work within City limits. The City Business License and permits can be obtained at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

SIGNATURE

The bid proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid proposal on behalf of the bidder.

ALTERING BID PROPOSALS

Changes in, or additions to, the bid proposal form, recapitulations of the work bid upon, alternative bid proposals or any other modifications of the bid proposal form which is not specifically called for in the contract documents may result in the City's rejection of the bid proposal as not being responsive to the invitation to bid. No oral or telephonic modification of any bid proposal submitted will be considered, a facsimile transmittal of modification is acceptable when a facsimile confirmation sheet is attached and evidences that a confirmation of the facsimile duly signed by the bidder was transmitted prior to the opening of bid proposals. The bid proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid proposal.

BONDS

The bidder shall secure with a responsible corporate surety, or corporate sureties, satisfactory bonds conditioned upon faithful performance by the bidder of all requirements under the contract and upon the payment of claims of materials, men and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payments to be made under the contract computed based on the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the annual payment to be made under the contract computed based on the prices stated in the proposal.

BID PROPOSAL SUBMISSION – INSTRUCTIONS FOR A COMPLETE PACKAGE

The City shall accept a sealed bid proposal submitted on the provided Contractor's Proposal Submission Form, which shall be combined with the bid terms, conditions and specifications for a complete agreement.

All bid proposals shall be submitted in sealed envelopes with the following information legibly written on the outside:

- Company name and business address
- Contractor's State Contractor's license type and number
- Business telephone number
- Contact person
- Name of the project for which the bid proposal is submitted

It is the sole responsibility of the bidder to see that the bid proposal is received in proper time. Any bid proposal received after the scheduled closing date and time for receipt of bid proposals will be returned to the bidder unopened.

The bid proposal cost quotation shall include all costs for the contractor to accomplish the work outlined in the proposal and shall be all-inclusive. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Specific Terms and Conditions. No mention shall be made of Sales Tax or Use Tax as all bid prices submitted will be considered to include such taxes.

Bids must be submitted on all items and schedules included in the Contract Documents. Failure to bid on all items and schedules may result in the bid being rejected as non-responsive.

The Contractor's bid proposal package shall include the following completed, and where indicated, executed and notarized, forms and statements:

- Contractor's Proposal Form
- Base Bid
- Bidder's Bond Form
- Subcontractor List, if any
- Experience Qualifications – Similar Services Contract References (3)
- Affidavit for Non-Collusion (appropriate form for company bidding)

BID PROTEST PROCEDURES

Any protest of the proposed award of bid to the Bidder deemed the lowest responsible and responsive Bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the City Manager, or if otherwise legally required. At the time of the City Board's consideration of the award of the bid, the Board may also consider the merits of any timely protests and the City Manager's recommendation thereon. The City Board may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of

the City's Executive Board right to reject all bids, to rebid the project, to perform the work by force account or waive technical irregularities.

Any protest during the term of the contract is subject to the procedures set forth in Public Contract Code Section 9204, attached and incorporated.

EXECUTION OF CONTRACT

The agreement shall be signed by the awardees and returned to the City together with the contract bonds, and other contract documents as required, within ten (10) business days after it has been delivered or mailed to him or his authorized agent.

No bid proposal shall be considered as being binding upon the City until the contract is fully executed; and failure of the awardees to properly execute the awarded contract and file acceptable bonds as provided in the Standard Specifications, shall be just and sufficient cause for the annulment of the award by the City and the forfeiture of his bid proposal guaranty.

LISTING SUBCONTRACTORS

Each Bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

BID DEPOSIT RETURN

Deposits of three or more low bidders on each alternate, the number being at the discretion of the City, will be held for sixty (60) days or until posting by the successful bidder of the Bonds required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be required after consideration of the bids.

"OR EQUAL"

All specifications shall be deemed to include the words "or equal;" provided, however, that permissible exceptions hereto shall be specifically noted in the specifications.

EMPLOYMENT OF APPRENTICES

The Contractor, and all subcontractors, shall comply with the provisions in Sections 1777.5, (Chapter 1411, Statutes of 1968), and 1777.6 of the California Labor Code concerning the employment of apprentices. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section, for all apprentice able occupations, regardless of any other contractual or employment relationships alleged to exist. In addition to the above State Labor Code Requirements regarding the employment of apprentices and trainees, the Contractor and all subcontractors shall comply with Sections 5 a. 3, Title 29 of the Code of Federal Regulations (29CFR) if applicable.

SCOPE OF WORK

The contract work for this project shall consist of furnishing all the required labor, materials, equipment, parts, implements and supplies necessary to perform the required street maintenance, along Railroad Canyon Road, within the city limits of Canyon Lake per the

specifications. The construction and completion of the project as indicated above shall be in accordance with all City Codes and the Standard Specifications for Public Works Construction, the Standard Drawings and the Plans and Specifications as prepared for this project.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein. Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the work wholly or in part, for such a period as it may deem necessary, due to the unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem convenient due to failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order and shall not resume the work until so ordered in writing by the City.

CONFERENCES AND MEETINGS

When and as directed by the City, the Contractor shall attend all conferences and meetings that the City deems necessary for the proper progress of work under this contract and attendance at such meetings shall be included in the contract price.

ALTERATIONS AND ADDITIONS

The City may, if it deems it necessary, make alternations and modifications to the Specifications and plans for the work, covering any portion under such altered or modified work shall be agreed upon in writing endorsed upon the original contract and signed by the proper parties to the contract. It is expressly understood and agreed that such alterations, additions, modifications or omissions shall not in any way violate or annul the contract. Whenever, during the progress of work, any additional work or change or modification in the work contracted for is agreed upon as aforesaid, such additional work or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract.

PAYMENTS

In accordance with the terms of the contract, the City's payment of non-disputed invoices generally will be net 30 from date of receipt of invoice. In submitting proposals under these specifications, contractors should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

CERTIFIED PAYROLL

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the City offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8- Travel and Subsistence Pay
2. Section 1774- Prevailing Wage Requirement
3. Section 1775- Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776- Payroll Records
5. Section 1777.4- Apprenticeship Requirements
6. Section 1777.5- Apprenticeship Requirements
7. Sections 1810 and 1811- Working Hour Restrictions
8. Section 1813- Penalty for Failure to Pay Overtime
9. Section 1815- Overtime Rate Requirement

INDEMNIFICATION - See the provisions of the Agreement

AWARD AND EXECUTION OF CONTRACT

Within ten (10) business days after the date of the City's notice of award, the Contractor shall execute and return the following contract documents to the City:

- Contract Agreement
- Faithful Performance Bond, if any
- Labor and Materials Bond, if any
- Public Liability and Property Damage Insurance Certificate with Endorsement
- Automobile Insurance with Endorsement
- Workers' Compensation Insurance Certificate
- Tax identification information
- Any other required information, such as that to confirm corporate existence and/or authority

Failure to comply with the above will result in annulment of the award and forfeiture of the bid proposal Guarantee. The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made is required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation has the authority to do so.

HOURS OF WORK

The Contractor shall accomplish all construction work between the hours of 7:00 AM and 5:00 PM during the normal workweek, Monday through Friday, and Saturday between 8:00 AM and 4:00 PM.

Traffic Control may be installed as early as 6:30 AM.

Westbound traffic lane closures are to begin after 9:00 AM.

Eastbound traffic lanes are to be open by 3:00 PM.

The Contractor will coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings or Saturdays.

ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The contractor, and all subcontractors, suppliers and vendors, shall comply with any and all applicable local, state and federal laws and regulations.

The contractor at its sole expense shall obtain any and all applicable permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

It is part of the service required of the contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life or property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the City, an emergency exists against which the contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the contractor's operations and when, in the opinion of the City, immediate action is necessary in order to protect the public or property due to the contractor's operations under this contract, the City will order the contractor to provide a remedy for the unsafe condition. If the contractor fails to act on the situation within a reasonable period of time, the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the contractor. However, if the City does not take such remedial measures, the contractor is not relieved of the full responsibility for public safety.

FORMS

AFFIDAVIT OF NON-COLLUSION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

SLURRY SEAL FY 2017-2018
PROJECT NO. 2017-01

STATE OF CALIFORNIA)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that he/she is of_____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and neither collusive nor 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.

BY: _____ _____
Signature (CONTRACTOR) Title (CONTRACTOR)

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

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20____

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

CONTRACTOR'S PROPOSAL

Date_____ 20_____

To the City of Canyon Lake:

The Undersigned hereby declares:

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

_____

_____

_____

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

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

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

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

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

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

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

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

_____DOLLARS ($_____) Said BIDDER's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in this state as a "California admitted insurer."

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

_____
Print Name of Bidder

_____
Street Address City Zip Code

_____
Telephone Number

_____
Signature of BIDDER

BID SCHEDULE

SPECIFIC TERMS AND CONDITIONS

Pursuant to the Notice Inviting Bids, the undersigned hereby proposes and agrees that on award by the City under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for **SLURRY SEAL FY 2017-2018**, in accordance with the Scope of Work and Specifications therefore adopted and on file with the City within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	30,020	SF	Cold Mill Existing AC Pavement (3" Uniform)		
2	30,020	SF	AC Leveling Course (1")		
3	30,020	SF	AC Overlay (2")		
4	595,000	SF	Type II Slurry Seal		
5	2	EA	Remove, Replace and Align Traffic Detector Loop		
6	1	LS	Crack Sealing- (Approximately 50 LF)		
7	1	LS	Traffic Striping- Remove Existing Striping		
8	31,000	LF	Thermoplastic Striping- 4" Lane Line		
9	2,850	LF	Thermoplastic Striping- 4" Channelization Line		
10	1,000	LF	Thermoplastic Striping- Double Yellow Median Stripe		
11	15,600	LF	Thermoplastic Striping- 6" Bike Lane Line		
12	1,500	LF	Thermoplastic Striping- 8" Limit Line		
13	3,465	LF	Thermoplastic Striping- 8" Channelization Line		
14	2,770	LF	Thermoplastic Striping- 12" Limit Line or Crosswalk Marking		
15	32	EA	Thermoplastic Striping- CA-MUTCD Type IV (Turn Arrows- L & R)		
16	2	EA	Thermoplastic Striping- U-Turn Arrows		
17	30	EA	Thermoplastic Striping- Pavement Marking "SIGNAL AHEAD"		
18	19	EA	Thermoplastic Striping- Pavement Marking "BIKE LANE" Letters and Arrow		
19	1	LS	Raised Pavement Markers		

TOTAL AMOUNT BASE BID IN FIGURES $ _____

TOTAL AMOUNT BASE BID IN WORDS _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____as principal, and

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

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

_____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above mentioned bid to the City for landscape maintenance services specifically described as follows, for which bids are to be opened at the City of Canyon Lake, City Hall, on _____ [time] at _____[address].

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

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

_____ (seal)

_____ (seal)

_____ (seal)

_____ (seal)
PRINCIPAL

_____ (seal)

_____(seal)
SURETY

_____ (seal)
ADDRESS

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

SUBCONTRACTOR LIST

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

Subcontractor Name	Office Address	License Number	*DIR Registration Number	Work to be completed by subcontractor

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

*An inaccurate registration number is not the basis to set aside the bid if corrected within 24 hours.

_____
Dated

_____
BIDDER Signature

AFFIDAVIT FOR CO-PARTNERSHIP FIRM

STATE OF CALIFORNIA)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says:

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

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

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

_____

_____

who constitute the other members of the co-partnership.

_____
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20____

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____of,

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

_____
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20___

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says:

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

_____
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_____day of _____, 20___

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

AFFIDAVIT FOR JOINT VENTURE

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____of,

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

_____

_____

_____

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

_____
Signature

USE UPDATED NOTARY JURAT

Subscribed and sworn (affirmed) to before me this

_____day of _____ , 20___

_____
Signature of Officer Administering Oath
(NOTARY PUBLIC)

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____
hereinafter referred to as "Contractor" as PRINCIPAL, and
_____

_____
as SURETY, are held and firmly bound unto the City of Canyon Lake, hereinafter referred to as the "City", in the sum of _____Dollars ($_____) lawful money of the United States of America, for the payment of which sum, will and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said contract has been awarded and is about to enter into the annexed contract with said CITY for consideration of the work under the specification entitled **CITY OF CANYON LAKE** - _____ and is required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his part to be done and performed at the time and in the manner specified herein; this obligation shall be null and void; otherwise it shall be and in full force and effect;

PROVIDED, that any alterations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said contract shall not in any way release said Contractor or the Surety thereunder nor shall any extension of item granted under the provisions of said contract release either said Contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by such Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20___.

_____
PRINCIPAL SURETY

BY: _____ BY:_____
(SEAL) (SEAL)

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____
_____
hereinafter referred to as "Contractor" as PRINCIPAL, AND_____
_____
as SURETY, are held and firmly bound unto the CITY hereinafter referred to as the "City," in the sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and several firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contract has been awarded and is about to enter into the annexed contract with said City for construction of the work under the City's specification entitled **CITY OF CANYON LAKE** - _____ required by said City to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also in case suit is brought upon this bond, a reasonable attorney's fee, to be fined by the court. This bond shall be for the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____

day of _____, 20___.

_____
PRINCIPAL SURETY

BY: _____ BY:_____
(SEAL) (SEAL)

SPECIFICATIONS

SECTION 1 - GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Greenbook Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Green book Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Green book Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Greenbook Specifications is amended to read:

   Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Greenbook Specifications" is amended to read:

   All loss or damage arising out of the nature of the work to be done under the contact, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Greenbook Specifications" is amended to read:

   No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials,

supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions. of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Greenbook Specifications" is amended to read:

   It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City $250 for each and every calendar days delay in finishing the work in excess of the number of days prescribed.

   The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. Section 7-2.1, "General" Section 7-2.1 of said "Greenbook Specifications" is amended to read:

   The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

   A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, $25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive,

except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter".

C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, $25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

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

D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.

E. Apprentices: Attention is directed to the provisions of Section 1777.5 and section 1777 .6 of the labor code concerning the employment of apprentices by the contractor or any such subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices. Apprentices engaged in the work shall be employed by the contractor or subcontractor only in strict conformity with applicable law, rule or regulation governing the employment of apprentices, including without limitation, Labor Code 1777 .5. Employment of apprentices in violation of Labor Code 1777 .5 may result in the imposition of sanctions and penalties pursuant to Labor Code 1777.7.

In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Public Works/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070). Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Public Works Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor.

If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Public Works/City Engineer, or his/her designee, process the necessary experience, financial qualifications, and equipment to perform said subcontract.

This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000.00).

6. Section 7-3. "Insurance" Section 7-3 of said "Greenbook Specifications" is amended to read: See the Contract. Contractor shall require the same of all Subcontrators.

7-3 "Contractor's Liability and Insurance"

7-3.1 Contractor's Liability: The City, its Council, Engineer, employees or agents shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work, except willful misconduct of City, or its agents, servants, or independent Contractors directly responsible to.

Contractor shall hold the City of Canyon Lake, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or Sub-contractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work required by the Contract Documents and agrees to defend at his expense, including attorney fees, Owner, City of Canyon Lake, its officers, agents, employees and independent Architect in any legal action based on any such alleged acts or omissions.

7. Section 7-13. "Laws to Be Observed" Section 7-13 of said "Greenbook Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for

the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

8. Section 10. "Other Provisions" Section 10 is added to said "Greenbook Specifications" to read:

10.1 Responsibility for Work: Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary. Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151 (b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to

said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in additional to and not in limitation of any other rights or remedies available to the City.

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

9. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contact, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class Ill disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.

(a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for,

performance of any part of the work, shall issue a change order under the procedures described in this Contract.

(b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

SECTION 2 - STANDARD PROVISIONS

PART I -STANDARD CONDITIONS

SP-1-1.00 GENERAL - It is the intent of these General Provisions, Special Provisions, the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 STANDARD SPECIFICATIONS - The specifications entitled, Standard Specifications for Public Works Construction (Greenbook Specifications), latest edition, as amended, in these Specifications, shall hereinafter be referred to as the Standard Specifications.

All work shall meet all requirements applicable of Federal, State, County and City regulations and codes governing safety, health, welfare, dust and sound control.

SP-1-1.02 DEFINITIONS - Attention is invited to the provisions of Section 1-2 - "Terms, Definitions, Abbreviations, Units of Measure, and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY	City of Canyon Lake
BOARD	City Council of the City of Canyon Lake
ENGINEER	The City Engineer of City of Canyon Lake his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE, STATE OF CALIFORNIA	City of Canyon Lake
DIRECTOR OF PUBLIC WORKS	Director of Public Works/ City Engineer Of the City of Canyon Lake
LABORATORY	The laboratory to be designated by the Engineer to test materials and work involved in the contract.
NOTE TO CONTRACTORS	Notice Inviting Bids

Other terms appearing in the plans, Standard Specifications and in these Special Provisions shall have the same intent and meaning specified in Section 1-2, "Terms and Definitions", of the Standard Specifications.

SP-1-1.03 EXAMINATION OF PREMISES - Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 SCOPE AND CONTROL OF THE WORK- Attention is invited to the provisions of Section 2 of the Standard Specifications, the amendments in the General Provisions herein and these Special Provisions.

SP-1-2.01 PLANS AND SPECIFICATIONS -Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special Provisions.

The Specifications, drawings, Special Provisions and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the provision with the highest precedence shall prevail. The order of precedence shall be as follows:

1. Change Order
2. Letter of interpretation of a contract provision
3. Addendum
4. Bid Specifications
5. Plans
6. Standard Specifications issued by the Director
7. Specifications of Public Works/City Engineer

Provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the City Engineer.

SP-1-2.02 SCHEME OF WORK - The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.03 STANDARD PLANS - All work shall conform to the Greenbook Standards and shall be considered a part of these plans, and shall be on the jobsite during the entire duration of construction.

SP-1-2.04 TIME LIMIT - The work specified herein shall be completed within forty-five (45) calendar days after commencement date given in the Notice to Proceed.

SP-1-2.05 AWARD AND EXECUTION OF CONTRACT - The Bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within ten (10) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Canyon Lake has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

> It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.06 AUTHORITY OF THE CITY ENGINEER - The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Greenbook Specifications.

SP-1-2.07 SUBCONTRACT - Attention is directed to the provisions of Section 2-3, "Subcontracts", of the Greenbook Specifications as amended in the General Provisions herein and these Special Provisions.

A sheet for listing subcontractors, as required, is included in the proposal.

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK - All changes in the work, whether requested by the Contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Engineer. Attention is invited to Section 3 of the Greenbook Specifications and the provisions of Paragraph 2 of the General Provisions. In the event of a change order, Contractor shall provide an itemized estimate for review by the City prior to City approval of said change order. Allowable markup for contractor and subcontractor is 20% on labor and 15% on equipment and materials. Mark-up of the prime contractor on sub-contractor work covered under a change order shall not exceed 5% and 1 % for additional bond.

SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP - All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Engineer.

SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP - All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. **The cost of testing of materials and workmanship shall be at the expense of the Contractor.** The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Greenbook Specifications.

SP-1-4.02 LABORATORY - **The Contractor shall make all arrangements with a laboratory to conduct the test requirements for the project**. The Contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-1-5.00 UTILITIES - The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary

measures in the course of said work to prevent such damage or interference. Attention is invited to Section 5 of the Greenbook Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.

SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK - Attention is invited to Section 6 of the Greenbook Specifications and these Special Provisions.

SP-1-6.01 PROGRESS SCHEDULE - After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Greenbook Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies.

SP-1-6.02 BEGINNING OF WORK - The contractor shall begin work in January 2018. If for some reason the City does not authorize the work to begin in January 2018, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION - The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Greenbook Specifications.

SP-1-6.04 PROSECUTION OF WORK - The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Greenbook Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK - The City Engineer shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the City Engineer to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the City Engineer.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.

SP-1-6.06 SUSPENSION OF CONTRACT - If at any time in the opinion of the City Engineer, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the City Engineer, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract:

Attention is invited to the provisions of Section 6-3 of the Greenbook Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT - Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct he time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Engineer, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the City Engineer may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished

portion of the work to another contractor or by a combination of such methods. In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay' to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract, all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

SP-1-6.08 LIQUIDATED DAMAGES - It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Greenbook Specifications as amended in Paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Canyon Lake the amount of liquidated damages stipulated in Paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR - Attention is invited to Section 7 of the Greenbook Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work; including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law,

ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK - During the progress of the work, the City of Canyon Lake will not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Canyon Lake and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR - Attention is invited to the provisions of Section 7-2 of the Greenbook Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE - Attention is invited to the provisions of Section 7-3 of the Greenbook Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE - Attention is invited to the provisions of Section 7-3.3 of the Green book Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION – If applicable, the contractor shall obtain a no-fee excavation permit before proceeding with any work on the project.

The contractor shall call for inspections at the different stages of the work as required by the City of Canyon Lake Public Works Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 7:30 a.m. until 5:00 p.m., Monday through Friday. Inspections outside these hours and legal holidays may be available through appointments approved by City Engineer only, and inspector's time will be billed to the contractor at the rate of $85.00 per hour. This does not apply for work at intersections where the traffic control plans call for work to take place outside of these hours.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE - On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete

authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Green book Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK - Attention is directed to Section 7-7 of the Green book Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

SP-1-7.08 PROJECT APPEARANCE -The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Greenbook Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS - The Contract shall take all necessary precautions to protect in place all existing medians, curb, sidewalk, trees, plants, turf and irrigation lines, etc., not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Greenbook Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing

improvements shall be in accordance with the Plans and Specifications and all provisions of the City of Canyon Lake Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE - The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work.

Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.11 PUBLIC SAFETY - The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7- 10.4 of the Greenbook Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans provided as part of the bid package.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty ($50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

The contractor shall conduct his operations such that fire hydrants, meter vaults, water and gas shut-off valves, and similar facilities are not buried during the course of the work and so as to offer the least possible obstruction and inconvenience to public traffic and to properties along the construction areas.

The contractor shall have at the worksite applicable copies or extracts of Construction Safety Orders.

All trenches next to the traveled way shall be protected from traffic at all times or shall be sufficiently sloped per the inspector.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.12 PUBLIC NOTICE - The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

1. The time and date of commencement.

2. A copy of the proposed construction schedule.

3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP1-7.13 SOUND CONTROL REQUIREMENTS - If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 dB at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

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

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.

SP-1-7.14 LAWS TO BE OBSERVED - The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any

manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Greenbook Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION - It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forth-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the preconstruction meeting.

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
Eastern Municipal Water District	(909) 928-3777
Frontier California Incorporated	(909) 748-6647
Spectrum	(951) 232-3664
Elsinore Valley Municipal Water District	(909) 674-3146

Any others that are determined by the City Engineer, as necessary to be notified.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to ensure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this project.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK - It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. Contractor shall also determine what type, material, and condition of these utilities.

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.

SP-1-7.17 INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS - If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Engineer, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the aforecited person as well as the other prospective bidders. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR

INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

PART II -STANDARDS CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK - The Contractor shall furnish, in accordance with the specifications and drawings, labor, equipment and materials required for completion of the Slurry Seal FY 2017-2018.

SP-2-2.00 SITE OF THE WORK - Site of the work is along Railroad Canyon Road, within the city limits of the City of Canyon Lake, California.

SP-2-3.00 TIME OF COMPLETION - The work shall be completed within forty-five (45) calendar days from start of construction. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the City Engineer.

SP-2-4.00 LIQUIDATED DAMAGES - As defined in Section 6-9 of the Greenbook Specifications, the amount fixed for liquidated damages for delay in completion is $250.00 per calendar day.

SP-2-5.00 INSURANCE - The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Greenback Specifications and as shown in this specification.

SP-2-6.00 PRE-CONSTRUCTION MEETING - The Contractor to whom the contract is awarded shall attend a Pre-Construction Conference at a location and time set by the City Engineer.

SP-2-7.00 CONSTRUCTION MEETINGS - Construction meetings will be held at the jobsite as required and as requested by the Contractor or the City Engineer to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-8.00 STANDARD SPECIFICATIONS - Specifications for work shall follow in order of:

A. Bid Specification Package
B. Standard Specifications for Public Works Construction (Greenbook Specifications)

References made to Standard Specifications shall mean the latest edition of the Standard Specifications for Public Works Construction together with supplements. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the City Engineer shall apply.

SP-2-9.00 SPECIFICATIONS FURNISHED TO CONTRACTOR - The Owner will furnish to the successful Contractor, three (3) sets of specifications. Additional quantities of specifications will be furnished at reproduction cost.

SP-2-10.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS - It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both surface and sub-surface, to determine the character of materials and geologic and soils

conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-11.00 SAFETY - In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite; including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

When performing underground work, Contractor shall call Underground Service Alert, 811, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand-dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation.

SP-2-12.00 PROTECTION OF EXISTING FACILITIES - During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-13.00 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK - The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

When deemed necessary by the Engineer, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-14.00 COMPLIANCE WITH REGULATIONS - The Contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

SP-2-15.00 DUST ABATEMENT - The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until the Contractor has completed the work and the work is accepted by the City whereby he is relieved of further responsibility. All compensation to be received for dust abatement shall be

included in the unit price paid for other items of work listed on the Bid Form and no additional allowance will be made therefore.

SP-2-17.00 COOPERATION BETWEEN CONTRACTORS - The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-02-18.00 DAILY CLEANUP AND ACCESS - At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-19.00 FINAL CLEANUP - After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-20.00 MAINTENANCE AND GUARANTEE - As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-21.00 PROTECTION OF THE PUBLIC - The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the City Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the City Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the City Engineer will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the City Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment

due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-22.00 HOURS OF WORK - The Contractor shall accomplish all construction work between the hours of 7:00 AM and 5:00 PM during the normal workweek, Monday through Friday, and Saturday between 8:00 AM and 4:00 PM.

Traffic Control may be installed as early as 6:30 AM.

All westbound traffic lane closures are to begin after 9:00 AM.

All eastbound traffic lanes are to be open by 3:00 PM.

The Contractor will coordinate inspections with the Public Works Inspector 48 hours prior to any work being done during evenings or Saturdays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection outside of the City's normal working hours at the rate of $85.00 per hour.

SP-2-23.00 CONTRACTOR'S RESPONSIBILITY - The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

SP-2-24.00 CONSTRUCTION AND ENCROACHMENT PERMITS - The Contractor and his subs shall procure all permits and business licenses pay all charges fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices listed in the Bid Form.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall at no additional cost to the City, construct the work in strict accordance with all agencies standards.

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:
GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in other areas of the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item designated for preservation on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work

until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such water and no additional compensation will be made therefore.

SP-2-35.00 AWARD OF CONTRACT - The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

SECTION 3 - SPECIAL PROVISIONS

PART III: CONSTRUCTION – MATERIALS, METHODS, SPECIFICATIONS AND PAYMENT REQUIREMENTS

SP-3-0.00 – DESCRIPTION

In general, this project within the City of Canyon Lake, provides asphaltic concrete pavement replacement and resealing. The project goal is to rehabilitate Railroad Canyon Road within Canyon Lake city limits. Specified sections of pavement along Railroad Canyon are to be ground and removed and replaced with new wear course. All other sections of pavement are to be slurry sealed. The finished roadway shall be striped with thermoplastic paint to match existing traffic lane and marker conditions.

SP-3-0.01 GREENBOOK LANUGUAGE MODIFICATION FOR TESTS OF MATERIALS AND WORKMANSHIP - All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. **The cost of testing of materials and workmanship shall be at the expense of the Contractor.** The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Greenbook Specifications.

SP-3-0.02 GREENBOOK LANUGUAGE MODIFICATION FOR LABORATORY - The Contractor shall make all arrangements with a laboratory to conduct the test requirements for the project. The Contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.

SP-3-0.03 SURVEYING – Any surveying, to inspect the job site or necessary to conduct the repairs, shall be conducted at the expense of the Contractor.

SP-3-1.00 - Mobilization

GENERAL- Mobilization shall conform to the provisions of Section 9-3.4 of the Standard Specifications. The scope of work included under mobilization includes:

1. Obtaining and paying for all required bonds, insurance, and permits
2. Moving onto the site of all Contractor's equipment required for operations
3. Providing on-site sanitary facilities
4. Arranging and erection of Contractor's work and storage yard
5. Obtaining all required permits and licenses
6. Posting all OSHA required notices
7. Submittal of Construction Schedule, Contractor Contact List, and Notices to Residents for approval
8. Submittal of centerline tie and survey markings inventory
9. Submittal of striping and reflective marker inventory
10. Notification of residents, and businesses
11. Re-notification of residents for all construction schedule changes

12. Clearing and grubbing, and vegetation removal as necessary for construction. No additional payment will be made for disposal of asphalt material containing petromat.
13. Street sweeping as is necessary before and after overlay and slurry placement.
14. Storm drain protection
15. Coordination with utility agencies and waste hauler to avoid conflicts during project activities
16. Restoration of private and public property to existing standard conditions upon demobilization
17. Demobilization

The Contractor shall submit all required resident, business, and school notices to the City at the pre-construction meeting for approval. The contractor shall hand-deliver approved notification to all affected residents, businesses, and schools of construction activities.

The contractor shall submit traffic control plans and project schedules to City staff at the project pre-construction meeting. One lane of traffic shall be open at all times on project streets during construction. Any changes to the traffic control plans and schedules must be submitted to staff 72 hours prior to the scheduled day activity is to occur. Traffic control shall adhere to the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD).

SP-3-1.01 - Notification

The City shall approve all Notices to Residents, and Notices to Businesses before they are distributed. The contractor shall hand-deliver Notices to Residents regarding the project to affected residents at least two weeks before the project begins construction with a second notice or postings at least 48 hours before construction. **Notices shall include the contractor's contact information, project times, dates, working hours, and a description of project activities.** Notices shall inform residents of the possible effects of driving through the slurry and/or hot asphalt and onto their properties before the pavement is set. The contractor shall again notify residents forty-eight hours prior to slurry or paving activities on their streets, through the use of hand-delivered flyers and postings. Same-day re-notification of residents is required if major activities change for a particular street, i.e. the street will not be cold milled, paved or slurry sealed the day residents were told it would be. Re-notification shall provide residents on affected streets with the reasons for the schedule change, the new paving schedule, and a Contractor contact for any questions.

The contractor shall notify motorists of impending detours at least forty-eight hours prior to their occurrence, through the use of traffic control devices and postings. This is especially the case with all commercial areas and the detours that may be used for them. Traffic plans shall be submitted at least two weeks prior to construction if commercial areas are involved in the resurfacing.

The Contractor shall notify the Police Department, the Fire Department, the City street sweeper, the City waste hauler, and all utilities of the construction schedule and any changes to it. The Contractor shall notify these same parties of any changes to the construction schedule.

SP-3-1.02 – Mandatory Coordination with Trash Pickup, Street Sweeping, and Mail Delivery Services

The Contractor shall coordinate with the City waste hauler to avoid paving on days when trash will be collected on the project streets. The Contractor shall also coordinate with the City street sweeper to avoid schedule conflicts with construction.

The contractor must also coordinate with the US Post Office to ensure that residents and or business mail will be delivered without interruption.

SP-3-1.03 – Storm Drain Protection

All catch basin and storm drain openings must be protected with felt and sand bags to ensure that there will be no spillage into the City storm drain systems. If applicable, all concrete alley gutters and concrete alley approaches shall be protected from slurry seal emulsion during slurry sealing of alleys with gutters along the alley length.

SP-3-1.04 – Centerline Ties and Survey Monuments

The contractor shall ensure that survey monuments, centerline ties, benchmarks, etc. on any of the project streets are to be inventoried prior to work and protected or restored by a licensed surveyor, at the Contractor's expense, after work is complete. Copies of centerline tie and other marker location information shall be submitted to the City before the project is closed.

PAYMENT: Work under this item shall be paid for under various bid items. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work specified herein. No additional compensation will be paid.

SP-3-2.00 – Traffic Control and Temporary Striping

Traffic control shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and the stipulations set forth in this article.

The Contractor shall install two changeable message boards two weeks prior to any construction, alerting motorists of the impending work. The message boards shall be placed as follows:

1. At the west City boundary, along Railroad Canyon Road, facing eastbound traffic
2. At the east City boundary, along Railroad Canyon Road, facing westbound traffic

The signs shall announce "Road Construction from [beginning date] to [ending date]" or a similar message.

Contractors shall maintain one lane of traffic in each direction at all times during construction unless otherwise approved by the Engineer. If necessary, and with prior City approval, a combination of flagmen and traffic control devices shall be used to allow two-way traffic with only one lane available. No streets or alleys shall be entirely closed without prior City approval.

Contractor shall ensure that access to portions of streets being slurry sealed is entirely prohibited during installation and drying period. This includes barring any access from driveways of corner residences which have driveway entrances on two different streets—one on a street being slurry sealed and the other entrance on a street not being slurry sealed.

Any work that affects the flow of traffic is required to have a traffic control plan approved prior to performing this type of work. **The contractor shall submit traffic control plans and project schedules to City staff at the project pre-construction meeting. Any changes to the traffic control plans and schedules must be submitted to staff 72 hours prior to the scheduled day activity is to occur.**

The contractor shall notify motorists of impending detours at least forty-eight hours prior to their occurrence, through the use of traffic control devices and postings.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Portable delineators shall be spaced as necessary proper delineation of the travel way. If the traffic cones or portable delineators are damaged, or are not in an upright position, from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty, are assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current “Instructions to Flagmen” of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

When entering or leaving roadways carrying public traffic, the Contractor’s equipment, whether empty or loaded, shall in all cases yield to public traffic. Spillage resulting from hauling

operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Contractor shall furnish and install traffic delineation and markings using paint ("cat tracking"), temporary marking tape, removable reflective tabs, of other approved media on the same working day as existing stripes and legends are lost, including but not limited to stop bars, lane lines and channelizing lines to match pre-existing markings. All cat tracking shall be complete no more than (2) working days after the overlay or slurry seal is applied.

PAYMENT: Work under this item shall be paid for under various bid items. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work specified herein. No additional compensation will be paid.

SP-3-3.00 – Cold Mill Existing AC Pavement (3" Uniform)

GENERAL: All work shall conform to Section 302-5.2 of the Standard Specifications. The work shall consist of cold milling existing asphalt concrete pavement, sweeping, and removal and disposal of loosened material.

PAYMENT: The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 1 – Cold Mill Existing AC Pavement (3" Uniform), and no additional compensation shall be allowed.

SP-3-4.00 – AC Leveling Course (1")

GENERAL: All Work shall conform to Sections 200, 203 and 302-5 of the Standard Specifications. The work shall consist of compaction of subgrade to 95% relative compaction, furnishing and placing asphalt concrete, controlling nuisance water, sweeping, watering, removal of loose and broken asphalt concrete pavement and foreign materials, and all other work necessary to complete the asphalt concrete.

Asphalt concrete shall be C2-PG 70-10 conforming to Section 203-6 of the Standard Specifications.

A tack coat shall be furnished by the contractor and applied to all vertical and horizontal joints, between pavement layers, on concrete surfaces, and on existing pavement to be resurfaced, prior to placing the asphalt concrete, in accordance with Section 302-5.4 of the Standard Specifications.

PAYMENT: The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 2 – AC Leveling Course (1"), and no additional compensation will be allowed. No separate measurement and payment will be made for asphalt tack coat.

SP-3-5.00 – AC Overlay (2")

GENERAL: All Work shall conform to Sections 200, 203 and 302-5 of the Standard Specifications. The work shall consist of furnishing and placing asphalt concrete, controlling

nuisance water, sweeping, watering, removal of loose and broken asphalt concrete pavement and foreign materials, and all other work necessary to complete the asphalt concrete.

Asphalt concrete shall be D2-PG 70-10 conforming to Section 203-6 of the Standard Specifications.

A tack coat shall be furnished by the contractor and applied to all vertical and horizontal joints, between pavement layers, on concrete surfaces, and on existing pavement to be resurfaced, prior to placing the asphalt concrete, in accordance with Section 302-5.4 of the Standard Specifications.

PAYMENT: The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 3 – AC Overlay (2"), and no additional compensation will be allowed. No separate measurement and payment will be made for asphalt tack coat.

SP-3-6.00 - Type II Slurry Seal

GENERAL- Type II Slurry Seal Contractor shall add black dye to mix to assist the mix in retaining its black look after the product is installed), the unit price per square foot of Slurry Seal area shall include the cost for all the work involved including the following:

1. Preparation of the pavement surface to receive slurry seal this includes weed and grass removal and spray of weed killer, and the cleaning/street sweeping of all streets **(once before construction and once a week for 4 weeks after construction)**.
2. Cleaning, removal and proper disposal of slurry material on manholes, valve boxes, and survey monuments and markers.
3. Roadway edge and shoulder clean up, including proper disposal of materials.
4. The Contractor shall remove/reinstall all striping and pavement markers where removed.
5. The Contractor shall sweep the streets before the process and three times (one time every week for three weeks) after the process is complete to remove all debris or as directed by the Engineer.
6. Traffic Control shall be included in all items of work and no additional compensation will be paid.
7. ***All starting and stopping points of the slurry process shall have an edge minimum thickness of 1/8" ALWAYS.***

The Contractor shall submit to the City Engineer for approval the Type II Slurry Seal mix proportions and source prior to beginning the work.

The Contractor shall submit to the City Engineer for approval the weed killer to be used.

Type II Slurry Seal ***(Polymer Modified Aggregate with Black Dye)*** shall conform to the requirements of CALTRANS Standard Specifications (Latest Edition) Section 37-2 "Seal Coats" as modified by the following:

Scope

Slurry Seal shall consist of mixing asphalt emulsion, black aggregate or regular aggregate, and water and spreading the mixture on a surface or pavement as specified in these specifications and the special provisions, and as directed by the Engineer. ***All starting and stopping points of the slurry process shall have a minimum thickness of 1/8" ALWAYS. Start and stop points not meeting the minimum 1/8" will be rejected.***

Materials

The materials for slurry seal immediately prior to mixing shall conform to the following requirements:

(a) Polymer Modified Asphalt Emulsion

Polymer emulsified asphalt shall be a quick traffic, quick cure (QT-QC) type, shall be a homogeneous brown color throughout and show no separation after thorough mixing, shall break and set on the aggregate within five (5) minutes and shall be ready for cross-traffic within fifteen (15) to forty-five (45) minutes.

The polymer asphalt emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface and conform to the requirements in Table 1.

Table 1

	Method of Test	**Requirement**
Test on Emulsion		
Viscosity, SSF, @ 77 degrees F, Sec	ASTM D244	15-90
PH		1 to 3
Destillation Residue %, Minimum		60
Test on Residue from Destillation Test		
Penetration, 77 degrees F., 100g, 5s	ASTM D5	40-80
Softening Point (Ring & Ball) degrees F	ASTM	130
Ductility, 77 degrees F (25C), 5 cm/Min., Minimum	ASTM D113	25
Fraass-Breaking Point (degrees C.) min.	DIN 52012	-18

(b) Water

Water shall be potable, free of harmful soluble salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.

(c) Aggregate (Black or Regular)

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. The percentage composition by weight of the aggregate shall conform to the following grading:

Table 2

Percentage Passing	
Sieve Sizes	**Type II**
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	90-100
No. 8 (2.36-mm)	65-90
No. 16 (1.18-mm)	40-70
No. 30 (600-um)	25-50
No 200 (75-um)	5-15
Theoretical asphalt content, % based on dry aggregate	7.5-13.5
Approximate application rate (Pounds/Square Yard)	11-15*

***Average minimum required application rate of 13lbs/SY

The aggregate shall also conform to the following quality requirements:

Table 3

Test	**Method of Test**	**Requirement**
Sand Equivalent or ASTM D2419	California Method 217	0 Min.
Durability Index	California Method 229	5 Min

(d) Polymer

Styrene Butadiene Rubber latex polymer shall be added to the water/soap phase by injection prior to the mill manufacture of the asphalt emulsion by the emulsion producer. The polymer shall be BASF NX 1118 or approved equal. The amount of polymer solids shall be between 3 and 4 percent of the asphalt residual content and shall be certified by the emulsion producer on each load of emulsion delivered to the job site. **No post or field addition of polymer will be allowed.** Samples of polymer shall be provided and shall conform to the following requirements:

Table 4

Test	Requirement
Total Solids, min %	60
Bound Styrene %	24-60
PH at 25 Degrees C	4.2-5.2
Brookfield Viscosity RVT	1000-4000
Residual Monomer %	0.08 max.

(e) Mineral Filler

The mineral filler shall be either Portland Cement or other approved mineral fillers, if required. Portland Cement if used, shall be commercially available Type I-II and shall be free of lumps and clods.

(f) Mix Design

At least seven (7) working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 2.04 “Proportioning.”

A laboratory capable of performing the applicable International Slurry Seal Association (ISSA) tests shall perform the tests and mix design. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Table 5

Test	SSA Method	Test Requirement
Slurry Seal Consistency, cm	106	max.
Wet Stripping	114	ass
Compatibility	115	ass (a)
Cohesion Test, kg – cm within 1 hour	139	0 min. (b)
Wet Track Abrasion, g/sq. ft.	100	5 max.

1. Mixing test must pass at the maximum expected air temperature at the project site during application.

2. Using project source aggregate asphalt emulsion and set-control agents if used.

The laboratory that performed the tests and mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the specifications, shall sign the laboratory report. The report shall clearly show the proportions of aggregate, filler as determined from the tests, minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year. **No work shall begin until the City has reviewed and approved the laboratory reports and mix design for the proposed work.**

(e) Proportioning

Asphalt emulsion shall be added at a rate determined by the mix design and in the range of the table above. A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits and that is will include recommended application rate of slurry to suite the job conditions.

The Slurry Seal mixture shall be proportioned by the operation of a single start/stop switch or lever, which automatically sequences the introduction of aggregate, emulsified asphalt, admixtures, if used, and water to the pug mill. Calibrated flow meters shall be provided to measure both the addition of water and liquid additives to the pug mill. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.

Water, and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, raveling, separation or other distress; and (b) prevent development of bleeding, raveling, separation of other distress within fifteen (15) days after placing the slurry seal.

(f) Mixing and Spreading Equipment

The slurry seal shall be mixed in a self-propelled mixing machine equipped with a continuous flow pub mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of two operational mixing machines of 12 cubic yard capacity, or larger, shall be maintained on the project. The mixed slurry seal retention time in the pug mill shall be less than three seconds. No retention of mixed

slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Any machines with pug mill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each material control device shall be calibrated, properly marked, preset and lockable at the direction of the engineer. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

The spreader shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent loss of slurry from the box. The box shall have baffles, or other suitable devices, to insure uniform application on super-elevated sections and shoulder slopes.

Spreader boxes shall be maintained in such a manner as to prevent chatter (wash boarding) or other surface defects that will affect the esthetic value of the finished slurry seal mat.

The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform slurry seal.

Slurry mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.

(g) Placing

The slurry seal shall be applied at a minimum average rate of 13 pounds per square yard but not less than 12 pounds per square yard. The slurry seal shall not be placed if either the pavement or the air temperature is below 55 degrees F (13C) and falling, but may be applied when both the air and pavement temperature is 45 degrees F (7C) or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.

Before placing the slurry seal, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

All starting and stopping points of the slurry process shall have a minimum thickness of 1/8" ALWAYS. Start and stop points not meeting the minimum 1/8" will be rejected.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked by the tires of the vehicles.

For the purpose of this project, the construction zone is defined to include all stockpile staging areas and travel routes to/from streets where the slurry seal is to be applied.

The Contractor shall abide, at all times, by the State of California, Department of Transportation's "Manual of Traffic Controls for Construction and Maintenance Work Zones" as applicable to this project.

Any deviations shall not be made without prior written approval from the project engineer.

(h) Measurement

Slurry seal will be measured and paid for by the square foot for the actual surface areas covered. In order to verify application rates, the Contractor shall supply certified tickets for all materials and provide a calibration for all trucks application devices. All costs associated with determining daily application rates shall be included in the per unit cost for the Slurry Seal application.

(i) Miscellaneous

Immediately prior to placing the slurry seal, all utility covers and exposed survey monuments, markers and tags shall be protected with butcher paper

and a thin layer of 30-mesh sand or by alternative means approved by the Engineer. The application of the slurry seal, all utility covers and exposed survey monuments shall be complete prior to 2:00 PM. No slurry seal shall be applied when the weather forecast indicates a probability of rainfall or when the air or pavement temperature is no higher than 60 degrees and dropping.

The Contractor shall perform a continuous sweeping of the Type II slurry seal a minimum of four times (one time every other week) after the initial application of the slurry. Compensation for this item shall be included in the contract price per square foot specified in the Contract Documents for slurry seal, and shall include full compensation for all work and no additional compensation will be allowed. Contractor shall verify to the Engineer that the specified mix is the applied mix.

48 hours prior to the slurry seal operations, the contractor shall notify all residents, businesses and agencies with an approved written notice detailing the streets and limits of work to be done along, with the hours of work. The contractor shall also post all streets with temporary "No Parking - Tow Away" signs at 75 foot staggered intervals. These signs shall also state the day of the week and hours of no parking.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the existing surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles.

The Contractor shall abide, at all times, to the State of California, Department of Transportation's "Manual of Traffic Controls for Construction and Maintenance Work Zones" as applicable to this project.

Any deviations shall not be made without prior written approval from the project engineer.

SP-3-6.01 – Additional Slurry Sealing Requirements

Notices to Residents regarding the slurry seal shall inform them of the possible effects of driving on the slurry seal and onto their properties before the slurry seal is dry. The Contractor will ensure that slurry is dry before allowing traffic through slurried areas.

The contractor shall remove all vegetation and any raised pavement markers within the area to be sealed. Immediately before the application of slurry, the pavement surfaces shall be cleaned

by Contractor. All vegetation shall be sprayed with a weed killer by the Contractor. The weed killer shall contain a colored dye and be sprayed at least seven days prior to the slurrying of streets. If the weeds are not entirely brown and dead two days before the street's scheduled slurry seal application, than the street shall be sprayed again and rescheduled for slurry seal application on another day.

Cleaning shall be performed by sweeping or other means necessary to remove all loose particles of paving, all dirt, all dead vegetation, and all other extraneous material.

All manholes, utility covers and valve box covers within the area to be sealed shall first be protected by covers, or oiled and cleaned to the satisfaction of the City Inspector after final application of the slurry seal. All concrete surfaces to be joined by the slurry seal with exception of parallel curb and gutter shall be covered with tar paper or other City-approved material.

Raised pavement markers shall be removed and their locations noted for replacing after the slurry sealing.

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing person, a competent driver and sufficient laborers for any handwork and cleanup, and a minimum of two squeegee persons. Surface oil and grease shall be removed or sealed with emulsified gilsomite or an equivalent material approved by the City Inspector before the application of the slurry seal. In lieu of the specified Sec. 302-4.3.2 slurry shall be applied with a maximum overlap of the concrete gutter of 2" (two inches). Any slurry material exceeding the 2" shall be removed by the Contractor prior to completion of the project. The overlap dimension of the longitudinal lap joint shall not exceed 6" (six inches) unless directed otherwise by the City.

The Contractor shall sweep the streets prior to application of the slurry and again after the slurry has set. The Contractor shall sweep all of the project streets again weekly for four weeks after the last day of slurry seal. Additional sweeping may be required as deemed necessary by the City Inspector and shall be done at no additional cost to the City. Appropriate dust control is required during all sweeping operations.

The sites for stock piling and batching materials shall be clean and free from objectionable material. Arrangements for these sites shall be the responsibility of the Contractor. No equipment or vehicles shall be left on City streets overnight. Best Management Practices shall be followed when stockpiling to ensure that no foreign material will enter the storm drain system as a result of construction.

The Contractor shall have two fully operational mixers for use at the project site at all times. These mixers shall be available for inspection by the City at least 48 hours prior to commencing work.

Prior to applying slurry, the surface to be sealed shall be cleaned by the Contractor unless otherwise specified. Immediately ahead of the mixer, the pavement shall be pre-wetted by a pressure water distribution system equipped with a fog type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application shall be determined by the City Inspector.

The Contractor shall exercise care to prevent slurry from being deposited on other asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no additional cost to the City. The method of slurry removal shall be approved by the City Inspector.

The Contractor shall, at the direction of the Engineer or City Inspector, repair and reseal all areas of the streets which have not been sealed properly or completely at no additional cost to the City.

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged slurry as a result of vandalism (i.e. vehicle tracks, footprints, writing, etc.) at no additional cost to the City. If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these Special Provisions.

All required materials testing will be arranged for by the Contractor. The cost of materials testing will be at the expense of the Contractor. The cost for retesting as a result of the Contractor's failure to meet the requirements shall be charged to the Contractor and withheld from final payment.

Any extraneous marks, stains, tire tracks, etc. made on slurry surfaces, concrete curb and gutter, landscaping, and resident driveways and walkways during construction shall be completely removed from all locations before construction is considered final. If the contractor anticipates scheduling specific days to power-wash hardscape, the contractor shall notify City staff and affected residents so that vehicles can be kept away from the driveways and curbs/gutters to be power washed.

One-quarter-inch (1/4") slurry tabs are allowed. All slurry seal tabs and construction debris shall be picked up and properly discarded before the project can be finaled.

The City shall randomly test the slurry seal throughout the project. Should the slurry seal fail any portion of a test, the City reserves the right to request the re-slurry of streets that were slurry sealed on that test day.

PAYMENT: The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 4 – Install Type II Slurry Seal, and no additional compensation will be allowed.

SP-3-7.00 – Remove, Replace and Align Traffic Detector Loop

GENERAL: All work shall conform to Section 86 of the Caltrans Standard Specifications. The work shall consist of disconnect and remove existing detector loops, sawcutting, install new Type 'E' Traffic Loop Detector, and connect new detector loop to existing pull box and controller.

PAYMENT: The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 5 – Remove, Replace and Align Traffic Detector Loop, and no additional compensation will be allowed.

SP-3-8.00 – Crack Sealing- (Approximately 50 LF)

GENERAL: Areas of the existing pavement which show longitudinal and transverse cracks and joints shall be given a thorough treatment of sealing before the process of slurrying. The work of cleaning and filling the cracks and joints shall precede the placing of slurry by at least one day.

Materials – The ingredients of the crack sealant shall conform to the following:

Asphalt rubber to be used shall have a maximum penetration of 150. The minimum proportions of the two materials, by weight, shall be 60% asphalt and 25% of rubber. The granulated crumb rubber shall meet the following requirements:

Passing Sieve Percent:

#8	100
#10	98 – 100
#40	0 – 10

The specific gravity of the granulated crumb rubber shall be 1.15 + 0.02. Said rubber shall be free of fabric, wire or other contaminating materials, except that up to 4% of calcium carbonate may be included to prevent particles from sticking together. The asphalt rubber sealant material shall be accompanied by a certificate of compliance from the manufacturer.

Equipment -- The equipment used in the crack sealing process shall conform to the following:

The router shall be so designed to follow random cracks accurately and in accordance with the requirements of the specifications and current Environmental Agency standards. An air compressor capable of a minimum of 85 to 150 cfm shall be used. The asphalt-rubber sealant machine shall have an oil jacketed pump heat transfer oil circulation system with a minimum of 200 gallons and an agitation system. There shall be a positive pumping system on the machine. The machine shall have a minimum melting capacity of 100 gallons per hour.

Application -- The application process used to seal the cracks shall conform to the following:

Random cracks equal to or greater than 1/8” wide up to and including cracks ¾” wide will be routed clean and free from all dirt, debris, and vegetation by mechanical means to a minimum width of ½” wide and ½” deep. Cracks greater than ¾” wide shall be blown clean and free from all dirt, debris, and vegetation with compressed air of not less than 100 psi. Cracks less than 1/8” wide and badly fatigued shall not be sealed under this work. All routed material, vegetation, and foreign debris shall be blown and/or removed from the cracks. All cracks shall be free from moisture.

The routed and cleaned cracks shall be filled with the specified sealant from the bottom up to the surface in such a manner that does not result in sealant bridging or entrapped air pockets. With larger cracks, settlement and temperature shrinkage may occur, thus requiring a second application to bring the material up to the surface. Immediately after material installation, the material shall be squeegeed as level as possible. Poorly squeegeed material and crack filled

material that separates from the crack shall be rejected. Because of the nature of the material, there may be a variance above or below the pavement level.

A power sweeper shall be used to sweep up all excess material and debris created by the routing and blowing process on a daily basis. The Contractor shall prevent the crack seal materials from being deposited on all existing facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured crack seal materials from vehicular traffic. Any damage to the uncured crack seal materials shall be the responsibility of the Contractor. The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials, or any other inconsistency as the work progresses. All discrepancies encountered in the application of crack seal materials shall be immediately corrected to the satisfaction of the Engineer.

PAYMENT: The cost of all work described above and also including all costs of materials, labor, tools, equipment, and incidentals, and for doing all the work involved, complete in place, shall be included in the contract unit price bid for Bid Item No. 6 – Crack Sealing- (Approximately 50 LF), and no additional compensation will be allowed.

SP-3-8.00:

- **Traffic Striping- Remove Existing Striping**
- **Thermoplastic Striping- 4" Lane Line**
- **Thermoplastic Striping- 4" Channelization Line**
- **Thermoplastic Striping- Double Yellow Median Stripe**
- **Thermoplastic Striping- 6" Bike Lane Line**
- **Thermoplastic Striping- 8" Limit Line**
- **Thermoplastic Striping- 8" Channelization Line**
- **Thermoplastic Striping- 12" Limit Line or Crosswalk Marking**
- **Thermoplastic Striping- CA-MUTCD Type IV (Turn Arrows- L & R)**
- **Thermoplastic Striping- U-Turn Arrows**
- **Thermoplastic Striping- Pavement Marking "SIGNAL AHEAD"**
- **Thermoplastic Striping- Pavement Marking "BIKE LANE" Letters and Arrow**
- **Raised Pavement Markers**

GENERAL: All work shall conform to Section 84 of the Caltrans Standard Specifications, latest edition, and the latest edition of the CA MUTCD. The work shall consist of removal of all existing striping, markings, and raised pavement markers prior to applying chip seal, and install new striping, markings, and pavement markers as shown on the project plans. Thermoplastic material shall be applied by extrusion method in a single uniform layer.

Traffic stripes and pavement markings, including median nose markings, shall be thermoplastic and shall conform to Section 84-2 of the Caltrans Standard Specifications.

Existing traffic striping and markings that do not conform to plans shall be removed by wet sandblasting.

At the pre-construction meeting or prior to any slurry sealing/cold milling taking place, the Contractor shall submit to the City an inventory of existing striping and pavement markings. Photographs of the existing striping and markings are to be included in the inventory. The inventory shall include both the existing and missing locations of fire hydrant blue pavement reflectors and shall be in a Microsoft Excel format as provided by the City. Upon approval of the inventory, the Contractor shall reinstall striping and pavement markings in accordance with the approved plan, except for modifying existing striping and markings as listed below:

1. All catch basin grate obstruction markings (4" white line) shall be repainted per CA MUTCD Figure 9C-8

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. Spotting shall be completed prior to the removal of any existing stripes. Existing striping and markings shall be removed prior to applying the new material, but in no case shall any section of street be left without the proper striping for more than twenty-four (24) hours, or over weekends or holidays.

All traffic striping, including thermoplastic stripes, will be measured by linear foot along the line of the traffic stripes without deductions for gaps in broken traffic stripes. A double traffic stripe (Caltrans Detail 22), consisting of two 4" wide yellow stripes, will be measured as two traffic stripes. Reflective raised pavement markers shown in those Caltrans Details and Fire Hydrant markers shall be included in the traffic stripes and no separate measurement and payment will be allowed. Thermoplastic pavement markings will be measured by set. A "STOP" marking, consisting of four letters, will be measured as one set, "SCHOOL" markings, consisting of 6 letters, will be measured as one sets. Raised median marking for each median nose will be measured as one set.

Striping shall be placed on project-treated pavement no sooner than 7 days after treatment is placed and no longer than 15 days after the treatment is placed. Paving treatments such as asphalt overlay, slurries or microsurfacing needs to cure 7 days so it does not discolor the striping but for traffic safety (Public Health and Safety), striping should be placed between 7 and 15 days. Liquidated Damages will apply to this section individually such that if the striping is not placed between 7 and 15 days, each day beyond the 15th day will result in the City charging Liquidated Damages for each day until the striping is completed.

PAYMENT: The contract price paid for **"Traffic Striping, Pavement Markings, Thermoplastic Striping and Raised Pavement Markers as listed above shall be paid for by the type and unit stated in the Specifications"**, and shall include full compensation for furnishing all labor, materials and for doing all work involved in the removal and installation of the pavement striping, reflective pavement markers and to replace all pavement markings as existed prior to the construction and per the Caltrans requirements on the date of the Notice Inviting Bids and as directed by the Engineer, and no additional compensation will be allowed therefore. Lane striping and reflective pavement markers shall be paid for at the contract unit prices per linear foot. Cost for removing, furnishing and installing fire hydrant location two-way blue reflective pavement markers and reflective lane markers shall be considered as included in

the unit price bid for pavement surfacing items and no additional compensation shall be allowed therefore.

This Contract and Agreement, is made and effective this _____ day of _____2018, by and between the City of Canyon Lake, a California general law City ("CITY"), located at 31516 Railroad Canyon Road, Canyon Lake, CA 92587, and _____ ("CONTRACTOR").

WITNESSETH:

WHEREAS, CITY desires to hire a company to provide slurry seal services pursuant to CITY specifications and duly developed, prepared and implemented a bid for such work; and

WHEREAS, CONTRACTOR submitted the lowest responsive and responsible bid for such services indicating that it has the requisite personnel and experience, and is capable of providing the deliverables for as the CITY as set out in the PROPOSAL FOR SLURRY SEAL FY 2017-2018;

NOW, THEREFORE, it is mutually understood and agreed by CITY and CONTRACTOR as follows:

ARTICLE 1.
COMPELETE AGREEMENT

A. The complete Agreement shall consist of the following component parts: This Agreement, and Amendments, if any; the Notice Inviting Bids; the Bid Terms and Conditions and Instructions to Bidders; the signed Bid Proposal, the Subcontractor List if a portion of the work is to be performed by a subcontractor, the non-collusion Affidavit, the accepted CONTRACTOR's bid, dated **February 21, 2018**, including all attached documents; the required bond(s) fully executed, if any; each of the component parts of the bid documents; and the addenda, if any. Agreement between CITY and CONTRACTOR and the said other documents are as fully a part of this Agreement as if hereto attached or herein repeated.

This instrument and the other documents mentioned above in this Article 1 constitute the complete and exclusive statement of the term(s) and condition(s) of the Agreement between CITY and CONTRACTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. In the event of any discrepancy between or among the portions of the Agreement Documents, the following shall take precedence: (a) Change Orders/ Amendments/ Modifications; (b) this Agreement; (c) the accepted CONTRACTOR's proposal; (d) Addenda, if any; and (e) the solicitation, if any.

C. CITY's failure to insist in any one or more instances upon CONTRACTOR's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s) and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY

except when specifically authorized by signed written amendment to this Agreement issued in accordance with the provisions of this Agreement.

ARTICLE 2.
SCOPE OF WORK

A. CONTRACTOR shall provide all labor, materials, equipment, and services required to perform the Statement of Work attached hereto as the SLURRY SEAL FY 2017-2018 and incorporated herein by this reference.

B. All services and equipment shall be provided at the times and places designated by the CITY.

ARTICLE 3.
TERM

This contract shall commence on _____, and end or before _____. City has the option of extending the contract for an additional year after this date, based on the performance of the Contractor. All work shall commence immediately upon receiving a written Notice to Proceed from the CITY.

ARTICLE 4.
MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including, but not limited to obligation for CONTRACTOR's costs and profit), shall be _____ dollars and _____ cents ($ AMOUNT) for the Scope of Work which shall include all amounts payable to CONTRACTOR for its labor, subcontracts, leases, materials, equipment, the deliverables, and costs arising from CONTRACTOR's performance of this Agreement. CONTRACTOR exceeds the maximum cumulative amount at its own risk and expense.

ARTICLE 5.
PAYMENT

A. For CONTRACTOR's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provisions set forth in Article 6 below, CITY shall pay CONTRACTOR for work satisfactorily completed in accordance with the terms of the contract.

B. **Monthly Payment** CITY shall make payments based on invoices received for services satisfactorily performed.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and

provides for the payment of interest on progress payment requests that are not timely made in accordance with that Article. This agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

ARTICLE 6.
PREVAILING WAGES

Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform to those posted at the CITY offices and the Project site.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1773.8 Travel and Subsistence Pay
2. Section 1774 Prevailing Wage Requirement
3. Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates
4. Section 1776 Payroll Records
5. Section 1777.4 Apprenticeship Requirements
6. Section 1777.5 Apprenticeship Requirements
7. Sections 1810 and 1811 Working Hour Restrictions
8. Section 1813 Penalty for Failure to Pay Overtime
9. Section 1815 Overtime Rate Requirement

ARTICLE 7.
CONTRACTOR'S LICENSE

At the time of the bid submittal, the bidder must have current licenses and certifications as listed below plus any others determined to be applicable. This includes a joint venture formed to submit a bid.

- Class 'A' General Engineering Contractor License

Successful Bidder and Subcontractors shall obtain a City Business License, an Encroachment Permit and all applicable permits required by the City of Canyon Lake and by

other agencies of the State and County prior to commencing any work within City limits. The City Business License and permits can be obtained at 31516 Railroad Canyon Road, Canyon Lake, CA 92587.

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

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

ARTICLE 8.
REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code, CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing. The CONTRACTOR must submit certified payroll prior to any payment for work performed.

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

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

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

ARTICLE 9.
NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, or postage prepaid and addressed as follows:

To CITY: Public Works Department
City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587

To CONTRACTOR:

ARTICLE 10.
INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to CITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be considered exclusively to be employees of CONTRACTOR and not employees of CITY. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 11.
INSURANCE

The bidder shall not commence work under this contract until it has secured all insurance and bonds required nor shall it allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained. All insurance issued in compliance with this section shall be issued in the form, and be an insurer or insurers, satisfactory to and first approved by the CITY in writing.

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

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not

less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insured under primary policies shall also be insureds under the umbrella or excess policies.

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

Contractor shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY and their officers, officials, agents, employees and authorized volunteers.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on

file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, their agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its sub-consultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be ail inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and their officers, officials, employees, agents and authorized volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

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

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

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

Contractor agrees to provide immediate notice to CITY of any claim or loss against contractor that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. In the event of any loss that is not insured due to the failure of to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the CITY, or the CITY's employees as a result of such failure.

Contractor agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense contractor's statutory immunity under workers' compensation and similar statutes.

Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which contractor conducts operations of any type on behalf of CITY. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of contractor.

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross-liability exclusions that preclude coverage for suits between contractor and CITY or between CITY and any party associated with CITY or its employees.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.

Contractor agrees that upon request, all agreements with subcontractors or others with whom contractor contracts with on behalf of CITY will be submitted to CITY for review. Contractor acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.

If contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured

ARTICLE 12.
CHANGES

By written notice or order, CITY may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to CITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONTRACTOR shall promptly notify CITY thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 13.
CONTRACTOR CLAIMS OF $375,000 OR LESS

Claims by the CONTRACTOR relating to the Project for (a) a time extension; (b) money or damages arising from work done by, or on behalf of, the CONTRACTOR on the Project for which payment is not expressly provided for or to which the CONTRACTOR is not otherwise entitled; or (c) an amount that is disputed by the CITY, with a value of Three Hundred Seventy Five Thousand Dollars and 00/100 ($375,000.00) or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and California Public Contract Code Sections 20104 through 20104.6, incorporated by reference. Notwithstanding, statutory Govt. Code Claims procedures apply to any dispute that remains unresolved or to amounts in excess of this limit.

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the CONTRACTOR to the CITY. The provisions of Section 9204 are attached as **Exhibit A** and included by reference.

ARTICLE 14.
TERMINATION

A. **Termination Prior to Expiration of Term** CITY reserves the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days' written notice to CONTRACTOR. Upon receipt of any notice of termination, pursuant to this Section,

CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer.

B. **Termination for Default of CONTRACTOR** If termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CITY may take over work and prosecute the same to completion by contract or otherwise, and CONTRACTOR shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation stipulated for the purpose of setoff or partial payment of the amounts owed to the CITY.

ARTICLE 15.
INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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

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

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly

waives its statutory immunity under such statutes or laws as to CITY, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance or subject matter of this agreement. In the event contractor fails to obtain such indemnity obligations from others as required here, contractor agrees to be fully responsible according to the terms of this section.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

ARTICLE 16.
ASSIGNMENT AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of CITY. Consent by CITY shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 17.
RECORD AUDIT

Under California Government Code, Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000), any records or documents of both the CITY and the CONTRACTOR shall be subject to examination, audit, and/or copying at any time during regular business hours by the Auditor General for a period of three (3) years after final payment, upon oral or written request of the CITY.

ARTICLE 18.
CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said

work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

ARTICLE 19.
SUBSURFACE HAZARDOUS MATERIALS

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

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class Ill disposal site in accordance with the provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

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

ARTICLE 20.
PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

ARTICLE 21.
LEGAL PROVISIONS

A. **Governing Law.** The laws of the State of California shall govern this agreement.

B. **Compliance with applicable laws.** CONTRACTOR and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder.

C. **Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

D. **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Riverside County.

E. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF CANYON LAKE	**CONTRACTOR**
Date: _____	Date: _____
_____	_____
By: City Manager	By: Contractor

EXHIBIT A

Public Contract Code Section 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, CITY, special CITY, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor

presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

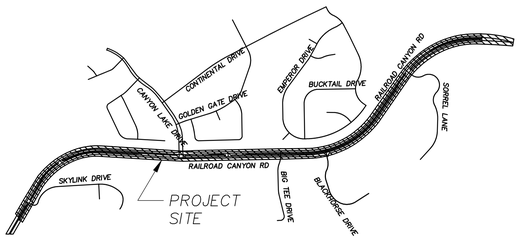
(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

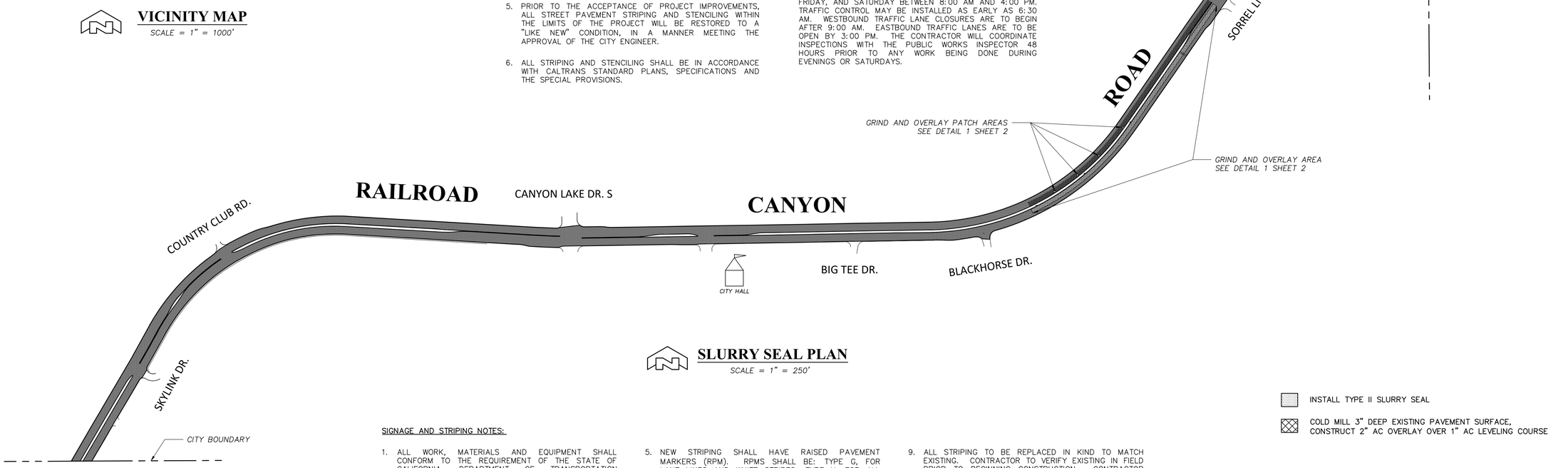


VICINITY MAP

SCALE = 1" = 1000'

GENERAL NOTES:

1. THESE NOTES HEREIN INCORPORATE, BY REFERENCE, THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (SSPWC), CURRENT EDITION.
2. CONTRACTOR SHALL MAINTAIN PROJECT SITE IN A NEAT, CLEAN, DUST-FREE, AND SANITARY CONDITION AT ALL TIMES.
3. ADJACENT STREETS TO THE PROJECT SITE SHALL BE KEPT CLEAN OF DEBRIS. DUST AND ALL OTHER NUISANCES MUST BE CONTROLLED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AY CLEAN-UP WORK ON ADJACENT STREETS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
4. STREET CLEANING SHALL BE BY DRY SWEEPING METHOD FOR ALL PAVED AREAS. NO STOCKPILING OF MATERIALS WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT PERMISSION OF THE CITY ENGINEER.
5. PRIOR TO THE ACCEPTANCE OF PROJECT IMPROVEMENTS, ALL STREET PAVEMENT STRIPING AND STENCILING WITHIN THE LIMITS OF THE PROJECT WILL BE RESTORED TO A "LIKE NEW" CONDITION, IN A MANNER MEETING THE APPROVAL OF THE CITY ENGINEER.
6. ALL STRIPING AND STENCILING SHALL BE IN ACCORDANCE WITH CALTRANS STANDARD PLANS, SPECIFICATIONS AND THE SPECIAL PROVISIONS.
7. THRU TRAFFIC SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE PROTECTED WITH ADEQUATE BARRICADES, LIGHTS, SIGNS AND WARNING DEVICES, AS PER CALTRANS, "WORK AREA MANUAL OF TRAFFIC CONTROL DEVICES" (W.A.T.C.H.), CURRENT EDITION, AND PER DIRECTION OF THE CITY INSPECTOR.
8. SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION, PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONAL CODE.
9. WHEREVER THE EXISTING PAVEMENT JOINS THE PROPOSED PAVEMENT, THE CONTRACTOR SHALL SAWCUT THE EXISTING PAVEMENT TO FORM A CLEAN JOIN WITH THE PROPOSED PAVEMENT.
10. THE CONTRACTOR SHALL ACCOMPLISH ALL CONSTRUCTION WORK BETWEEN THE HOURS OF 7:00 AM AND 5:00 PM DURING THE NORMAL WORKWEEK, MONDAY THROUGH FRIDAY, AND SATURDAY BETWEEN 8:00 AM AND 4:00 PM. TRAFFIC CONTROL MAY BE INSTALLED AS EARLY AS 6:30 AM. WESTBOUND TRAFFIC LANE CLOSURES ARE TO BEGIN AFTER 9:00 AM. EASTBOUND TRAFFIC LANES ARE TO BE OPEN BY 3:00 PM. THE CONTRACTOR WILL COORDINATE INSPECTIONS WITH THE PUBLIC WORKS INSPECTOR 48 HOURS PRIOR TO ANY WORK BEING DONE DURING EVENINGS OR SATURDAYS.



SLURRY SEAL PLAN

SCALE = 1" = 250'

INSTALL TYPE II SLURRY SEAL

COLD MILL 3" DEEP EXISTING PAVEMENT SURFACE, CONSTRUCT 2" AC OVERLAY OVER 1" AC LEVELING COURSE

CITY OF LAKE ELSINORE

SIGNAGE AND STRIPING NOTES:

1. ALL WORK, MATERIALS AND EQUIPMENT SHALL CONFORM TO THE REQUIREMENT OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS, PROJECT SPECIAL PROVISIONS, AND THIS PLAN SHEET.
2. ALL STRIPING AND PAVEMENT LEGENDS SHALL BE INSTALLED PER CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CURRENT EDITION. NEW STRIPING SHALL NOT BE PLACED UNTIL SPOTTED AND APPROVED BY THE CITY OR APPROVED REPRESENTATIVE.
3. ALL CONFLICTING STRIPING SHALL BE REMOVED BY WET SANDBLASTING OR METHOD APPROVED BY THE CITY OR APPROVED REPRESENTATIVE.
4. ALL WORK SHALL BE COORDINATED WITH AND COMPLETED TO THE SATISFACTION OF THE CITY OR APPROVED REPRESENTATIVE.
5. NEW STRIPING SHALL HAVE RAISED PAVEMENT MARKERS (RPM). RPMS SHALL BE: TYPE G, FOR LANE LINES AND WHITE STRIPES; TYPE H, FOR ALL YELLOW STRIPING; BLUE FOR FIRE HYDRANTS, INSTALLED IN THE FIRST ADJACENT TRAVEL LANE, CENTERED.
6. ALL PAVEMENT LEGENDS SHALL BE PLACED IN THE CENTER OF THE TRAVEL LANE, OR AS DIRECTED BY THE CITY OR APPROVED REPRESENTATIVE.
7. ALL TRAFFIC LANES, PAVEMENT LEGENDS, AND CROSSWALKS SHALL BE THERMOPLASTIC PAINT, UNLESS OTHERWISE SPECIFIED.
8. TRAFFIC LOOPS ARE TO BE INSTALLED AS INDICATED, PER CALTRANS PLANS AND SPECIFICATIONS, AND AS DIRECTED BY THE CITY OR APPROVE REPRESENTATIVE.
9. ALL STRIPING TO BE REPLACED IN KIND TO MATCH EXISTING. CONTRACTOR TO VERIFY EXISTING IN FIELD PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR TO NOTIFY THE CITY OR APPROVED REPRESENTATIVE OF ALL DISCREPANCIES BETWEEN PLANS AND ACTUAL SITE CONDITIONS.
10. CONTRACTOR TO VERIFY EXISTING LOOP QUANTITY AND LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
11. ALL LOOPS SHALL BE BICYCLE SENSITIVE PER CA MUTCD.
12. CONTRACTOR SHALL CONFIRM CURB TO CURB WIDTH IN FIELD AND LANE WIDTHS TO BE CONFIRMED WITH CITY STAFF PRIOR TO FINAL STRIPING.

Underground Service Alert

Call: TOLL FREE

811

TWO WORKING DAYS BEFORE YOU DIG

NOTE: THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ANY UNDERGROUND UTILITIES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS

REGISTERED PROFESSIONAL ENGINEER — DANNY W. CHOW — NO. 46555 — CIVIL — STATE OF CALIFORNIA

CITY OF CANYON LAKE
31516 RAILROAD CANYON ROAD
CANYON LAKE, CA 92587
(951) 244-2955
WEB SITE: CITYOFCANYONLAKE.ORG
EMAIL: MMONSON@CITYOFCANYONLAKE.COM

NO.	DESCRIPTION	DATE	BY
1	CLARIFY ASPHALT TYPES	2-13-18	KB

REVISIONS

BENCHMARK:

CITY OF CANYON LAKE PUBLIC WORKS DEPT.
REVIEWED BY:
DANNY SHOW
CITY ENGINEER DATE: _____ EXP: _____ R.C.E. NO.

PREPARED UNDER THE SUPERVISION OF:

PROJECT ENGINEER R.C.E. NO. DATE

DESIGNED BY: MM 01/18 DATE

DRAWN BY: TH 01/18 DATE

CHECKED BY: DC 01/18 DATE

CITY OF CANYON LAKE

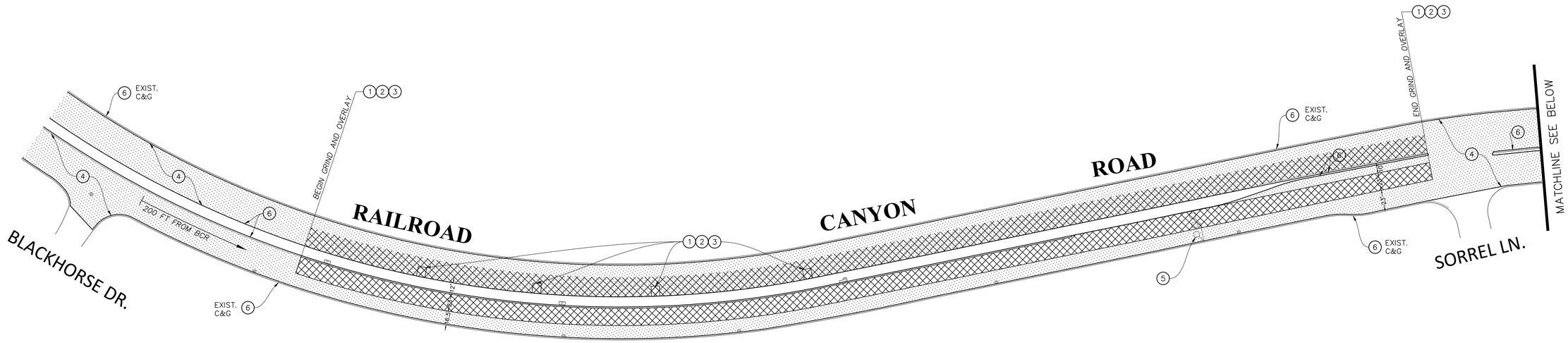
RAILROAD CANYON ROAD STREET IMPROVEMENTS

SLURRY SEAL 2017-2018

PROJECT NUMBER 2017-01

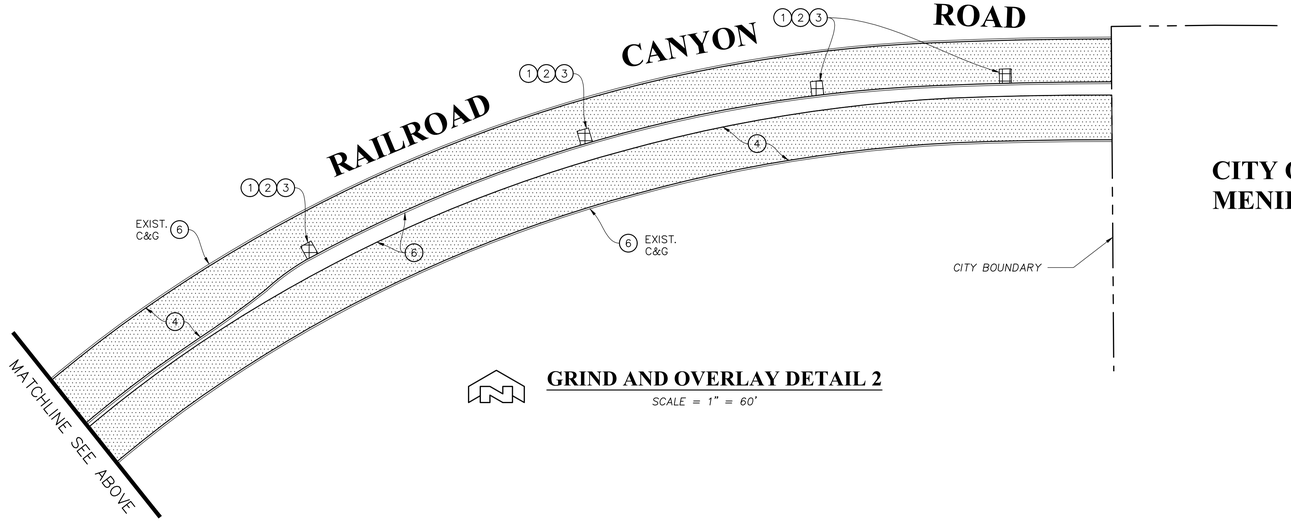
SCALE: AS SHOWN

SHEET 1 OF 2



GRIND AND OVERLAY DETAIL 1

SCALE = 1" = 60'



GRIND AND OVERLAY DETAIL 2

SCALE = 1" = 60'

CITY OF MENIFEE

1. COLDMILL 3" DEEP EXISTING PAVEMENT
2. CONSTRUCT 1" AC LEVELING COURSE (C2-PG 70-10)
3. CONSTRUCT 2" AC Pavement Overlay (D2-PG 70-10)
4. INSTALL TYPE II SLURRY SEAL
5. CONSTRUCT TYPE D LOOP DETECTOR
6. PROTECT IN PLACE

INSTALL TYPE II SLURRY SEAL

COLD MILL 3" DEEP EXISTING PAVEMENT SURFACE, CONSTRUCT 2" AC OVERLAY OVER 1" AC LEVELING COURSE

Underground Service Alert

Call: TOLL FREE

811

TWO WORKING DAYS BEFORE YOU DIG

NOTE: THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ANY UNDERGROUND UTILITIES. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS

REGISTERED PROFESSIONAL ENGINEER — DANNY W. CHOW — NO. 46555 — CIVIL — STATE OF CALIFORNIA

CITY OF CANYON LAKE
31516 RAILROAD CANYON ROAD
CANYON LAKE, CA 92587
(951) 244-2955
WEB SITE: CITYOFCANYONLAKE.ORG
EMAIL: MMONSON@CITYOFCANYONLAKE.COM

NO.	DESCRIPTION	DATE	BY
1	CLARIFY ASPHALT TYPES	2-13-18	KB

REVISIONS

BENCHMARK:

CITY OF CANYON LAKE PUBLIC WORKS DEPT.
REVIEWED BY: _____
DANNY SHOW
CITY ENGINEER DATE: _____ EXP: _____ R.C.E. NO.

PREPARED UNDER THE SUPERVISION OF:

PROJECT ENGINEER R.C.E. NO. DATE

DESIGNED BY: MM 01/18 DATE

DRAWN BY: TH 01/18 DATE

CHECKED BY: DC 01/18 DATE

CITY OF CANYON LAKE
GRIND AND OVERLAY PLAN
SLURRY SEAL 2017-2018

PROJECT NUMBER 2017-01

SCALE: AS SHOWN

SHEET 2 OF 2

City of Canyon Lake
City Council
Staff Report

DATE: **March 7, 2018**

TO: **Mayor and Members of the City Council**

FROM: **Aaron Palmer, City Manager**

PRESENTED BY: **Mark de Manincor, City Planner**

SUBJECT: **Variance (VAR) 17-01, a Variance to the Hillside Ordinance allowing a 1.5 to 1 slope to create a buildable area of approximately one acre located on Sorrel Lane, (APN 355-360-006), Canyon Lake, California.**

Recommendation:

The City Council take any testimony regarding Variance 17-01 and then return the matter to the Planning Committee for it to reconsider based upon information not provided at the Planning Committee meeting.

Background/Project Description:

The project is located on Sorrel Lane, Canyon Lake, CA 92587 (APN: 355-360-006).
The lot here is within the area covered by the Hillside Ordinance and thus warrants additional scrutiny. However, the applicant, Kris Hansen, is in escrow to purchase the property and wishes to build a home which is larger than the current pad can support; therefore, he proposes a variance to the Hillside Ordinance to allow grading cuts of 1.5:1 and fills 2:1 to the site to create a one-acre buildable area for a future potential 3,500 square foot single-family residential structure and driveway in the Estate Residential Zone (E-R-2). Notwithstanding, construction of the driveway to any residence constructed on the lot will require a variance for a widened driveway for emergency access (and such a variance has been granted before in February 2016 for 28910 Vacation Dr.)

A variance may be granted in the City Council's discretion when, because of special circumstances applicable to a parcel of property, including size, shape, topography, location or surroundings, the strict application of an ordinance deprives such property of privileges enjoyed by other property in the vicinity that is under the same zoning classification.

The project site is part of the Canyon Lake Property Owners Association (CLPOA) area, in the southeast portion of the City, abutting the City boundary with the City of Menifee. The 4.11-acre lot is an irregular shaped parcel in the Estate Residential Zone. The lot is undeveloped and slopes upward from north to south. Access to Sorrel Lane is adjacent to

the western portion of the lot. When compared to the other lots on Sorrel, most of the lots are the same size but have a much larger buildable area. Of the 13 surrounding lots on Sorrel Lane, nine are developed.

In the late 1960's, a grading permit was issued for Tract 3829 under the jurisdiction of the County of Riverside. The project site, known as Lot 6 on Sorrel Lane was part of that grading plan. This grading was performed prior to the Hillside Ordinance and created cuts and slopes greater than is allowed with the current ordinance.

Ordinance 112, also known as the Hillside Ordinance, was approved and adopted by Canyon Lake City Council on March 3, 2009 and codified as Section 9.15 of the City's Municipal Code. The intent of the Hillside Ordinance was and is to protect the existing hillsides and ridgelines that surround Canyon Lake. The Hillside Ordinance does allow for the City Council to modify or waive the guidelines of Section 9.15.080 but does not have a specific provision to modify or waive the standards of Section 9.15.060. Therefore, the variance may be considered under the general variance provisions of the City Code is necessary to modify or waive the standards that the proposed grading does not comply with.

In the past, two variances have been granted under the Hillside Ordinance only for increased driveway size for emergency access under current fire requirements (which require that emergency vehicles be able to turn around).

The owner of the subject parcel, the Cunningham Trust, wishes to sell the lot to the applicant, Kris Hansen, who proposes to develop the lot for a single-family residence. The lot is located on a hillside and has a limited flat area of approximately 4,000 square feet. All other properties in the vicinity and in the same zone have a minimum pad area of one-acre. Kris Hansen proposes to cut the slope above (1.5:1) and fill the slope below (2:1) the existing 4,000 square foot pad to create a 43,560 square foot (one-acre) buildable area. In addition to creating a one-acre buildable area, the applicant is also proposing grading to accommodate a driveway to meet Fire Department standards. Absent this variance, a residence could be built but would be smaller. It is not known if the applicant would occupy this residence (as he owns another residence at 30635 Sorrel Lane) or whether it is a spec house.

The grading proposed to create the one-acre pad area and to widen the existing graded driveway to meet Fire Department standards would propose cut slopes at a ratio of 1.5:1 and would grade areas within slopes greater than 50%. The Hillside Ordinance standard in Section 9.15.060 prohibits slopes greater than 2:1 and grading within areas with slopes greater than 50%.

The project site is located on an irregular shaped parcel approximately 4.11-acres with slopes less than 25 percent to slopes greater than 50 percent. The site is tucked back into the hillside about two thirds of the way to the top. Therefore, it is not on a ridgeline or highly visible. The applicant is proposing to cut 30,000 cubic yards and fill 1,000 cubic yards to create the one-acre flat area and driveway.

In review of the proposed grading to create a one-acre flat area and widen the driveway for adequate fire and emergency access, it was determined that a Variance application should be submitted because the grading will be located within the 50 percent grade designated in the ordinance.

If the variance were to be approved, the applicant would be required to provide a soils analysis and geotechnical report to support the feasibility of the change in grading standards. There also may additional engineering or building and safety requirements for the variance.

Additional Information

In reviewing City documents in preparation for this hearing, and after the presentation to the Planning Committee, it was discovered that the applicant owns another property located at 30635 Sorrel Lane (also shown on the map) that was constructed after the Hillside ordinance was put in place but not in compliance with its terms (i.e. in violation of the Hillside ordinance). That violation was discovered by the City when the State Water Quality Board contacted the City to ensure that Post Construction Best Management Practices had been put in place pursuant to a Water Quality Management Plan filed with the City prior to the State terminating the owners' discharge permit, and the City discovered that there was no Water Quality Management Plan filed with the City. After at least 18 months of relatively acrimonious discussion and meetings with the project engineers, City staff, and the City's landscape architect, the City concluded that it would not require that the residence be torn down. There are numerous documents in the City files regarding this issue and it is not clear that there was otherwise a determination regarding the Code violation, i.e. that it is a legal non-conforming use and the meaning of that designation if applicable. Given the complication and volume of documents, we request that this matter be returned to the Planning Committee to review this matter, which will be continued to the April Council meeting. In general, in the past it has been the policy of the City not to proceed with an application if an applicant is otherwise not in compliance with City codes for other properties.

In addition, it was not clear at the Planning Committee meeting that the lot is buildable, but that Mr. Hansen is requesting a larger residential structure. It also is not clear if this residence, if built, would be occupied by the builder or sold. These points (along with others) should be considered in determining if the factors to grant a variance have been met.

We recommend that the Planning Committee reconsider this matter de novo with the new information contained here, and specifically consider the following: a) what is the effect, if any, of prior non-compliance on a different property on Sorrel on the conditions for any variance here; b) should there be grant of a variance for a larger residence as opposed only to a grant of variance for a driveway; c) what conditions should be placed on the variance; d) what studies, if any, should be conducted before granting a variance.

Noticing and Environmental:

The required public noticing was published in the local newspaper, posted in public places and mailed to property owners within a 300-foot radius of the project site.

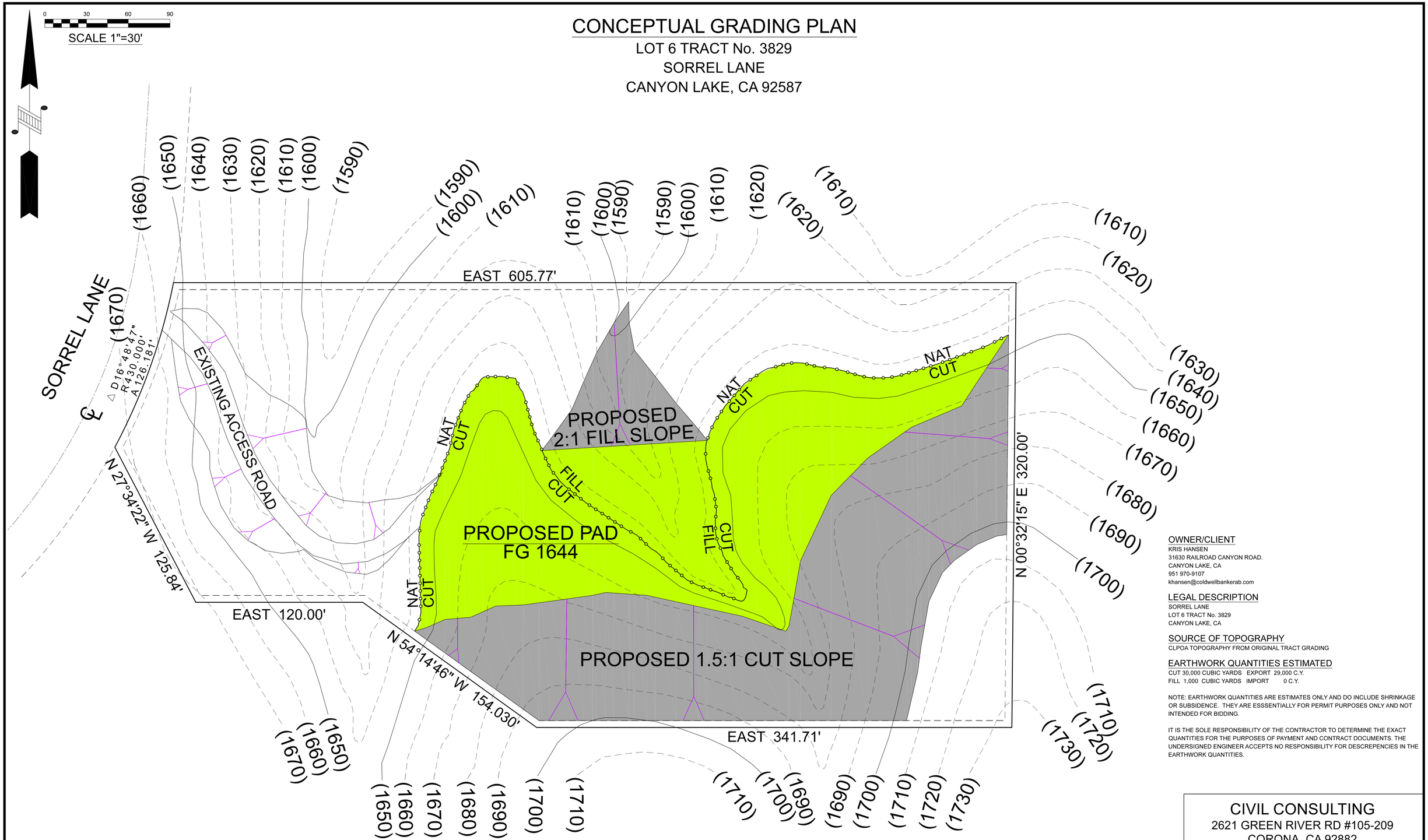
Attachments:

1. Conceptual Grading Plan
2. Slope Analysis Plat
3. Site Pictures
4. Notice of Public Hearing

CONCEPTUAL GRADING PLAN

LOT 6 TRACT No. 3829
SORREL LANE
CANYON LAKE, CA 92587

SCALE 1"=30'



OWNER/CLIENT

KRIS HANSEN
31630 RAILROAD CANYON ROAD.
CANYON LAKE, CA
951 970-9107
khansen@coldwellbankerab.com

LEGAL DESCRIPTION

SORREL LANE
LOT 6 TRACT No. 3829
CANYON LAKE, CA

SOURCE OF TOPOGRAPHY

CLPOA TOPOGRAPHY FROM ORIGINAL TRACT GRADING

EARTHWORK QUANTITIES ESTIMATED

CUT 30,000 CUBIC YARDS EXPORT 29,000 C.Y.
FILL 1,000 CUBIC YARDS IMPORT 0 C.Y.

NOTE: EARTHWORK QUANTITIES ARE ESTIMATES ONLY AND DO INCLUDE SHRINKAGE OR SUBSIDENCE. THEY ARE ESSSENTIALLY FOR PERMIT PURPOSES ONLY AND NOT INTENDED FOR BIDDING.

IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT QUANTITIES FOR THE PURPOSES OF PAYMENT AND CONTRACT DOCUMENTS. THE UNDERSIGNED ENGINEER ACCEPTS NO RESPONSIBILITY FOR DESCREPENCIES IN THE EARTHWORK QUANTITIES.

CIVIL CONSULTING
2621 GREEN RIVER RD #105-209
CORONA, CA 92882
714 392-1219 wave@wwdb.org

NOTES

ANY WORK WITHIN RIGHT OF WAY SHALL REQUIRE ENCROACHMENT PERMIT
SEWER AND WATER CONNECTION UNDER SEPARATE PERMIT
CLPOA APPROVAL REQUIRED PRIOR TO GRADING

SCALE	SEAL:	Designed By	Drawn By	Checked By
Horizontal 1"=10'	REGISTERED PROFESSIONAL ENGINEER JACQUELYN O'BRYAN NO. 55601 EXP. 12-31-18 STATE OF CALIFORNIA CIVIL	BV	BV	JO
Vertical 1"=10'		Plans Prepared Under Supervision Of JACQUELYN O'BRYAN R.C.E. No. 55601	Date 10-18-2017 Expires 12-31-2018	

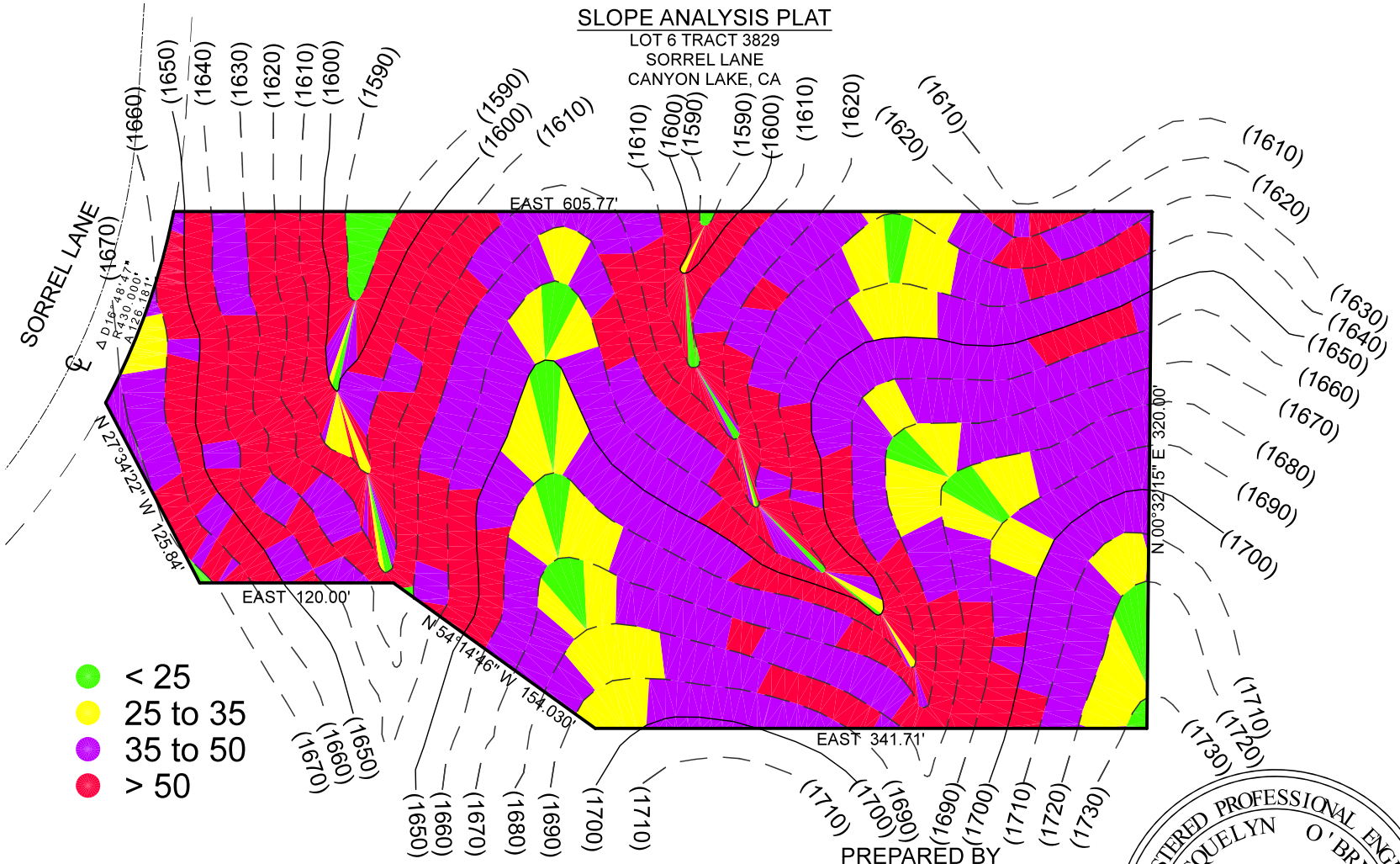
CITY OF CANYON LAKE
CONCEPTUAL GRADING PLAN
LOT 191 TRACT No. 3778
23043 GRAY FOX DRIVE

Drawing No. CG-1

Sheet 1 of 1

SLOPE ANALYSIS PLAT

LOT 6 TRACT 3829
SORREL LANE
CANYON LAKE, CA



PREPARED BY
CIVIL CONSULTING
2621 GREEN RIVER RD #105-209
CORONA, CA 92882
714 392-1219
wave@wwdb.org
UNDER SUPERVISION OF

JACQUELYN O'BRYAN
RCE No. 55601 EXPIRE 12-31-18

REGISTERED PROFESSIONAL ENGINEER
JACQUELYN O'BRYAN
NO. 55601
EXP. 12-31-18
CIVIL
STATE OF CALIFORNIA

Sorrel Lane looking east

Sorrel Lane looking South

Map My County Map

355-360-006

Legend

- Parcels
- Blueline Streams
- City Areas

0 188 376 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 12/6/2017 9:19:43 AM

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Notes

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Canyon Lake will conduct a **Public Hearing on Wednesday, March 7, 2018** during the course of the City Council meeting that begins at **6:30 p.m**., at the Canyon Lake Municipal Building, Council Chambers, 31516 Railroad Canyon Road, Canyon Lake, CA 92587, to consider Variance 2017-01 (VAR) 17-01 a variance to the Hillside Ordinance allowing a 1.5 to 1 slope to create a buildable lot of approximately one acre. The project has been determined exempt the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1 consists of minor alterations of topography) and 15304C (Filling of earth into previously excavated land).

Kris Hansen has filed an application requesting approval of VAR 17-01 to allow a variance to the Hillside Ordinance to create a buildable lot of one-acre on a vacant parcel located on Sorrel Lane, (APN 355-360-006), Canyon Lake, California.

Any person may appear and be heard in support or opposition to the proposal at the time of the hearing. Please address written responses to the City Clerk at the address below. Information on the above item is available for review at the Planning Division, at the address below.

If you challenge the above action in court, you may be limited to raising only those issues which you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Council at, or prior to, the public hearing.

Canyon Lake City Hall, 31516 Railroad Canyon Road, Canyon Lake, CA 92587 Monday through Thursday, 8 a.m. to 5 p.m. (951) 244-2955, fax: (951) 246-2022.

Mark de Manincor, City Planner, City of Canyon Lake

Publish Date: February 23, 2018