

FORM APPROVED COUNTY COUNSEL
 BY: S. K. Kelly 7/28/10 DATE
 MARSHAL VICTOR

760



**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
 REDEVELOPMENT AGENCY
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Redevelopment Agency

SUBMITTAL DATE:
 July 29, 2010

SUBJECT: Reject Bids and Approve Plans and Specifications for the Thermal Water and Sewer Improvements Project

RECOMMENDED MOTION: That the Board of Directors:

1. Reject the six bids received for the construction of the Thermal Water and Sewer Improvements Project (Project);
2. Approve the revised plans and specifications for the project; and
3. Authorize the Clerk of the Board to advertise Notice Inviting Bids for the Project.

BACKGROUND: On May 25, 2010, the Board of Directors approved the plans and specifications for the Thermal Water and Sewer Improvements Project and authorized the Clerk of the Board to advertise for bids. The bid opening was held on June 24, 2010 and six bids were submitted.

(Continued)

Robert Field

Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Serena Chow
 Serena Chow

County Executive Office Signature

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: August 10, 2010
 xc: RDA, COB

Kecia Harper-Ihem
 Clerk of the Board
 By: [Signature]
 Deputy

Prev. Agn. Ref.: 4.3 of 5/25/10; 3.50, 4.9 of 7/21/09; 4.1 of 4/29/08; 4.1 of 11/25/05; 4.1 of 10/25/05	District: 4	Agenda Number:
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ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

4.3
 RDA-001a-F11.doc

BACKGROUND: (Continued)

A bid protest was subsequently received by Agency which raised substantive issues with the apparent low bid, making it non-responsive.

There were several bidders at the job walk that did not subsequently bid on this project. Because the low bids that were received were substantially below the engineer's estimate, given the current bidding climate staff believes it is in the best interests of the Agency to reject all bids, incorporate clarifications into the bid specifications from the previous round of bids, and rebid the project.

County Counsel has reviewed and approved the specifications as to form. Therefore RDA staff recommends that the Board reject all bids, approve the revised Plans and Specifications for the Project, and authorize the Clerk of the Board to advertise the Notice Inviting Bids.

Attachments

Specifications
Notice Inviting Bids

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

NOTICE INVITING BIDS

FOR
THERMAL WATER AND SEWER IMPROVEMENTS

Prospective bidders are hereby notified that the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Owner) will receive sealed bid proposals for THERMAL WATER AND SEWER IMPROVEMENTS. Such proposals will be received until **Wednesday, September 1, 2010 at 2:00 PM** at office of the Clerk of the Board, 4080 Lemon Street, 1st Floor, Riverside, California, 92501, at which time said bids will be publicly opened and read.

A pre-bid meeting will not be held for this project.

Prospective bidders shall be licensed Contractors in the State of California and be qualified to perform the Work specified in the Contract Documents. Pursuant to Public Contract Code Section 3300, bidders (Contractors) shall possess active and current Contractor's License, Class A or C34, which shall be maintained through the course of the Work.

Owner reserves the right to reject any and all proposals and to waive any irregularity. If Owner elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60 day period.

Each bid proposal must be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by Owner) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and, when delivered with a proposal, shall constitute a guarantee that bidder will, if an award is made to him in accordance with the terms of said bidder's proposal: execute a Contract in the Owner's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the Owner, each for not less than 100 percent of the bid price; furnish Certificates of Insurance evidencing that all insurance coverage required by the Contract has been secured.

Owner has obtained from the Director of the State of California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Said rates are on file at the Owner's office and they will be made available to any interested party upon request. Said rates can also be obtained from the State of California website (www.dir.ca.gov/dlsr/pwd). Each Contractor to whom a Contract is awarded must pay the prevailing rates and post copies thereof at the job site.

Bidder is advised that Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the Contract. Such securities shall be deposited with the Owner or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

Contract Documents may be obtained from Krieger & Stewart, Incorporated, 3602 University Avenue, Riverside, California, 92501, upon payment of a two hundred ten dollar (\$210.00) non-refundable fee. Contract Documents will be mailed upon payment of an additional fifteen dollar (\$15.00) non-refundable fee. **MAKE ALL CHECKS PAYABLE TO "KRIEGER & STEWART"**.

For further information, contact Sinisa Saric at Krieger & Stewart, whose telephone number is (951) 684-6900.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

Dated: _____

By: Kecia Harper-Ihem
Clerk of the Board of Directors

REDEVELOPMENT AGENCY FOR
THE COUNTY OF RIVERSIDE
3403 TENTH STREET, SUITE 500
RIVERSIDE, CALIFORNIA 92501
(951) 955-8916

**REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR
THERMAL WATER AND SEWER IMPROVEMENTS**

BID OPENING: SEPTEMBER 1, 2010 AT 2:00 PM

Prepared By

KRIEGER & STEWART, INCORPORATED
ENGINEERING CONSULTANTS
3602 UNIVERSITY AVENUE
RIVERSIDE, CALIFORNIA 92501
(951) 684-6900

SIGNATURE _____

DATE _____

807-34.5.1
(807-34P5P1-REBID)
SS/lgm/blt

AUG 10 2010 4.3

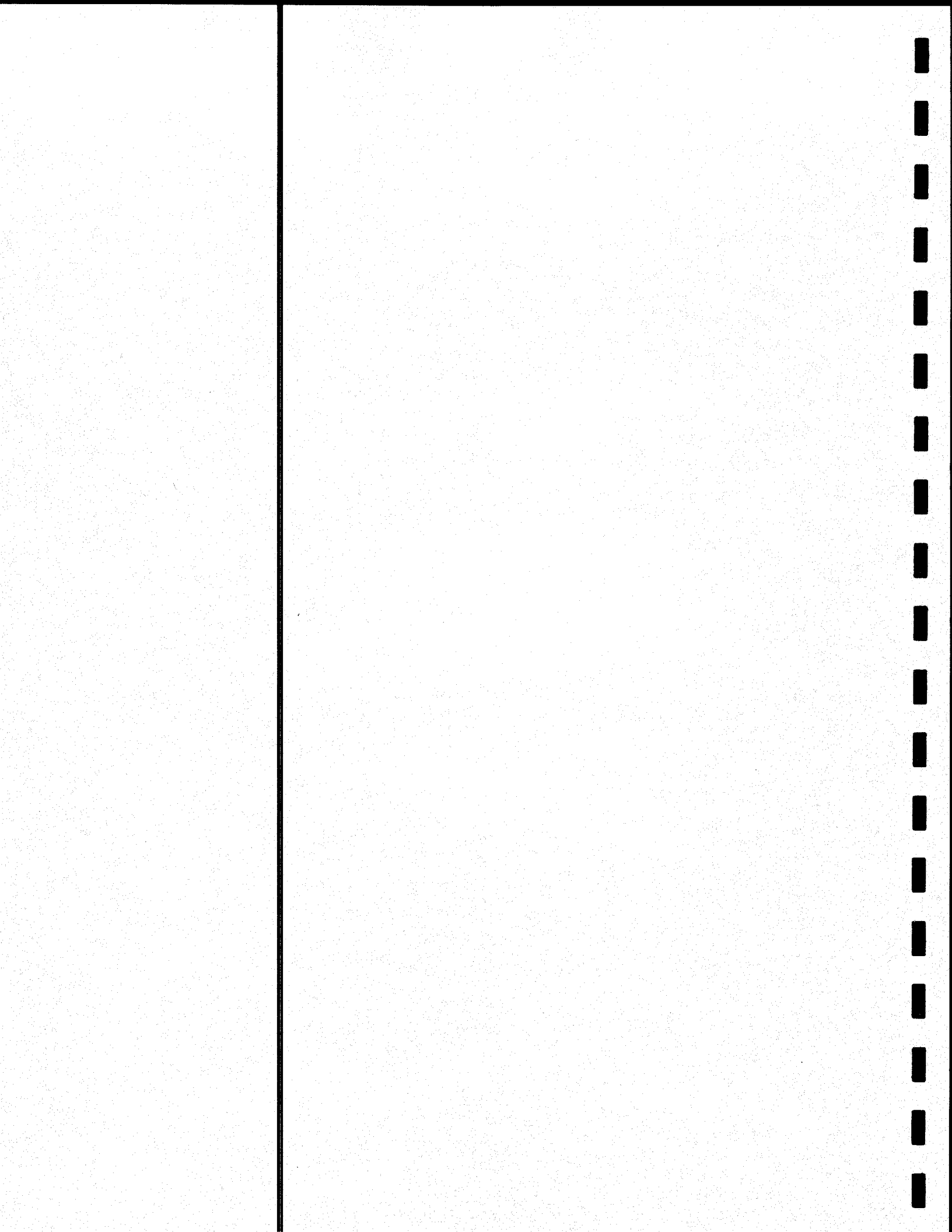


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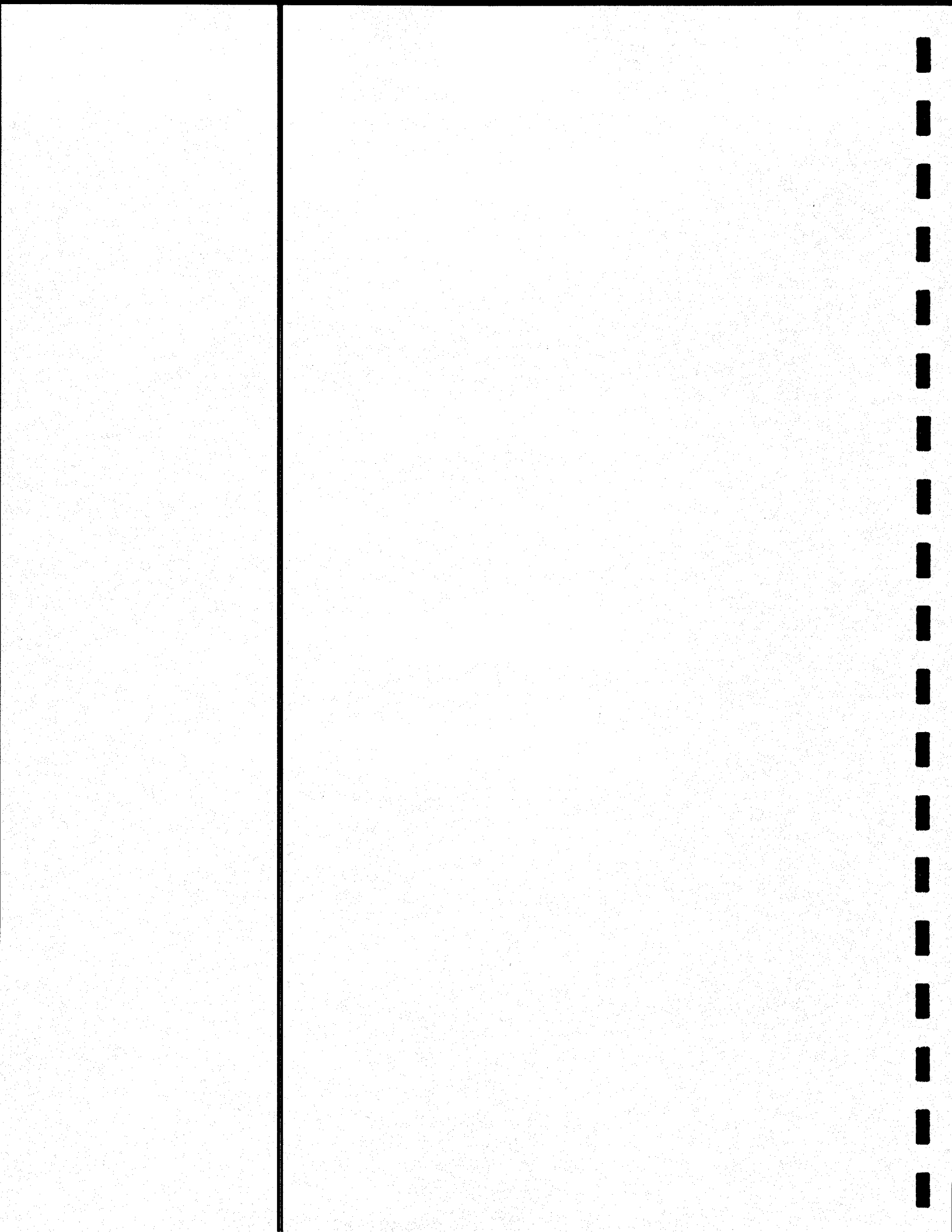
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REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

NOTICE INVITING BIDS

FOR
THERMAL WATER AND SEWER IMPROVEMENTS

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A pre-bid meeting will not be held for this project.

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Owner reserves the right to reject any and all proposals and to waive any irregularity. If Owner elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60 day period.

Each bid proposal must be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by Owner) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and, when delivered with a proposal, shall constitute a guarantee that bidder will, if an award is made to him in accordance with the terms of said bidder's proposal: execute a Contract in the Owner's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the Owner, each for not less than 100 percent of the bid price; furnish Certificates of Insurance evidencing that all insurance coverage required by the Contract has been secured.

Owner has obtained from the Director of the State of California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Said rates are on file at the Owner's office and they will be made available to any interested party upon request. Said rates can also be obtained from the State of California website (www.dir.ca.gov/dlsr/pwd). Each Contractor to whom a Contract is awarded must pay the prevailing rates and post copies thereof at the job site.

Bidder is advised that Contractor may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the Contract. Such securities shall be deposited with the Owner or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code Section 22300. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300.

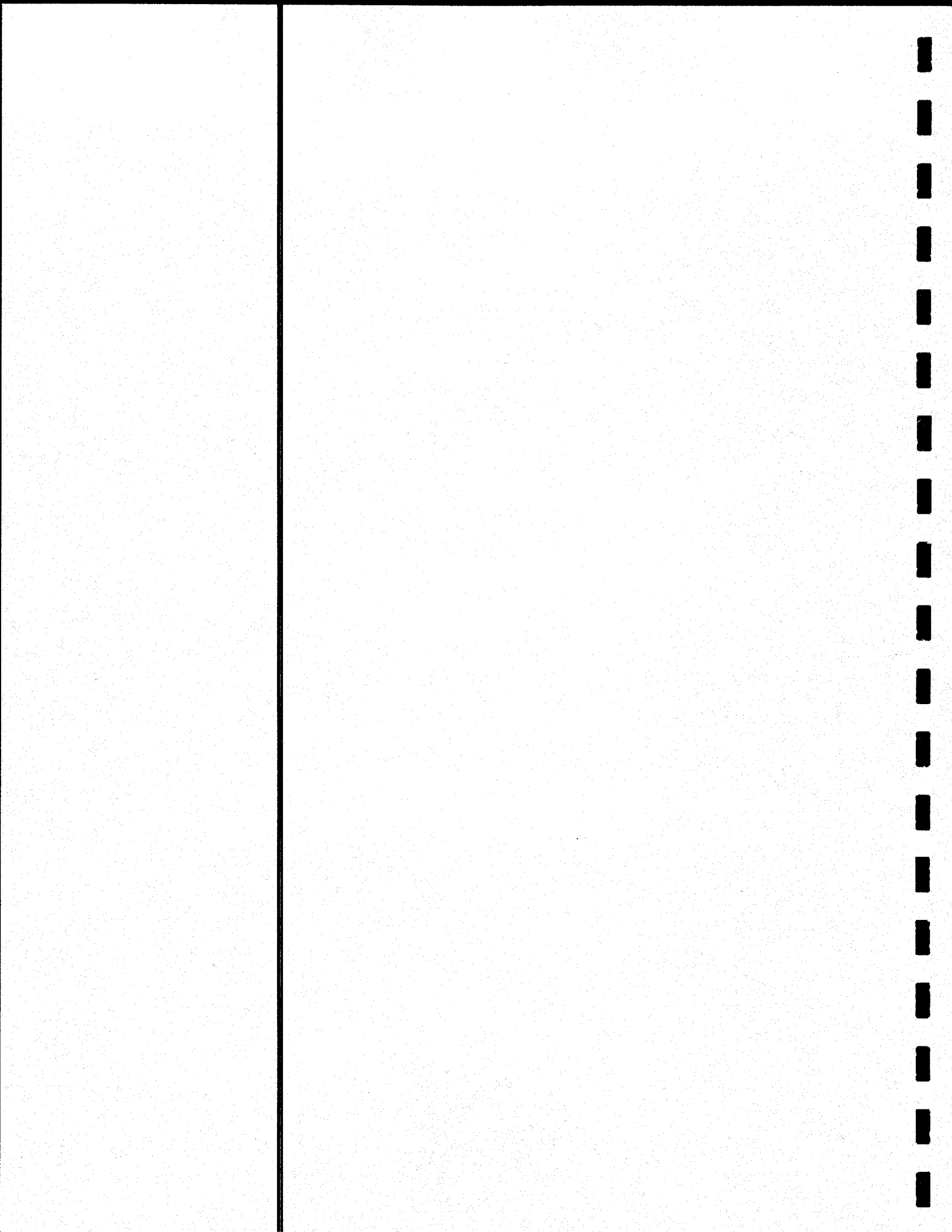
Contract Documents may be obtained from Krieger & Stewart, Incorporated, 3602 University Avenue, Riverside, California, 92501, upon payment of a two hundred ten dollar (\$210.00) non-refundable fee. Contract Documents will be mailed upon payment of an additional fifteen dollar (\$15.00) non-refundable fee. **MAKE ALL CHECKS PAYABLE TO "KRIEGER & STEWART".**

For further information, contact Sinisa Saric at Krieger & Stewart, whose telephone number is (951) 684-6900.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

Dated: May 25, 2010

By: Kecia Harper-Ihem
Clerk of the Board



REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

BIDDING DOCUMENTS

FOR
THERMAL WATER AND SEWER IMPROVEMENTS

A. INSTRUCTIONS TO BIDDERS

1. Responsible Bidders

Bidders are advised that in selecting a Contractor, Owner reserves the right to consider the financial responsibility and general competency of each Bidder, his trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract, as well as his reputation within the industry. Owner expects each Bidder to fully and truthfully disclose all information required of the Bidder by the Bidding Documents. Each Bidder must be properly licensed and must sign and submit with his Proposal the Bidder's Statement of Experience, Bidding Sheets, and Certified Data Sheet. Please note that similar information is required in said Bidder's Statement of Experience with respect to any proposed subcontractors (Not required for materials only proposal).

2. Completion of Bid Proposal and Supporting Documents

Bidder shall submit his Bid Proposal on the forms contained within the Bid Proposal Packet located in the back of the original, bound, numbered set of Contract Documents issued by Owner directly to Bidder. Owner will not accept proposals submitted on forms other than those contained within said Bid Proposal Packet included in the original, numbered set of Contract Documents. Any addenda or bulletins issued prior to the bid shall be incorporated into the Bid Proposal and shall be evidenced by Bidder's inclusion of the signed acknowledgement of receipt for each addendum or bulletin with Bidder's submitted Proposal.

Bidder shall complete the attached Bid Proposal and supporting documents including any addenda or bulletins issued before receipt of bids and public opening of same together with Statement of Experience (not required for materials only proposal), Bid Schedule, Certified Data, Certified Worker Craft and Classification, Certification of Bidder's Work Site Inspection, Statement on Bonds and Insurance, Certification of Bidding Documents, Non-Collusion Affidavit, and Bid Proposal Guarantee.

Bidder shall complete in ink each blank on each page. Each entry shall be printed by hand. The completed forms shall be without alterations, erasures, or interlineations. Bidder shall correct errors by striking or lining out mistakes and entering and initialing corrections immediately thereabove. Unless otherwise provided in the Supplemental Instructions to Bidders, Owner will not consider any proposal which does not include bids on all bid items set forth in the Bid Schedules. Owner will not consider alternative proposals unless they are called for by these instructions or the supplemental instructions appearing in the Bidding Documents themselves.

Owner may, at its sole discretion, reject any bid to which the Bidder has added conditions, limitations, provisions, or any alterations or interlineations. Owner may also, at its discretion, reject any bid for which the Bidder has failed to supply all requested information or has misrepresented any such information or any matter whatever. Pursuant to Business and Professions Code Section 7028.15, Owner will consider non-responsive and reject any bid submitted by a Contractor not licensed as required by law.

3. Omissions and Discrepancies

Should a Bidder find purported discrepancies in, or omissions from the Special Requirements, Basic Specifications, Construction and Standard Drawings, or other documents bound herein, or should Bidder be in doubt as to their meaning, Bidder shall **immediately** notify Owner in writing. Owner may then send written instructions or notification to all Bidders.

4. Signature and Seal

If the bid proposal is made by an individual, it shall be signed and his full name and his address shall be given; if it is made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his own name and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporation seal, and the names and titles of all current officers of the corporation shall be given.

5. Bid Proposal Guarantee

Each bid proposal shall be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety or sureties admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form attached herein or on an equivalent form approved by Owner), or equivalent substitution in lieu of a bond as authorized by Public Contract Code Section 20688.25, for an amount not less than 10% of the maximum amount bid.

Said check, bond, or substitute shall be made payable to the Owner and shall be given as a guarantee that the Bidder will enter into the contract described in the Notice Inviting Bids herein if awarded the Work. By submitting a proposal, each Bidder agrees that its failure to enter the contract if awarded the Work would result in damage to the Owner and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each Bidder agrees that the Owner may retain the bid proposal guarantee as liquidated damages if the Bidder is awarded the Work but fails to or refuses to timely enter the contract.

6. Packaging and Delivery of Bid Proposal and Guarantee

Once the Bid Proposal and supporting documents herein have been completed and signed as set forth above, they shall be placed, along with the Bid Proposal Guarantee and any proposed sketches and brochures required by these instructions, in an envelope, sealed and addressed and delivered or mailed, postage prepaid to:

**County of Riverside
Clerk of the Board
4080 Lemon Street, 1st Floor
Riverside, CA 92501**

Said envelope shall also contain the following in the lower left-hand corner thereof:

Bid Proposal of _____ (Bidder's Name) _____
_____ for _____ (Project Name Appearing on Cover Sheet)

No consideration shall be given by the Owner to bid proposals received after the date and time set by the Notice Inviting Bids herein for the opening of bids.

7. Withdrawal of Bid Proposal

Any Bidder may, without prejudice, withdraw his bid proposal at any time prior to the date and time set by the Notice Inviting Bids herein for the opening of bids; provided that any request to withdraw is made in writing and duly executed by the Bidder or the Bidder's duly authorized

representative and delivered to the Owner's Secretary at the address set forth in Instruction 6 herein. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the Bidder requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in Instruction 8 herein.

8. Modification of Bid Proposal

Any Bidder who may wish to modify the bid proposal previously submitted by him may do so only by (a) following the withdrawal procedure set forth in Instruction 7 hereof prior to the date and time set by the Notice Inviting Bids herein for the opening of bids, and (b) submitting a substituted bid proposal which conforms to the requirements set forth in Instruction 1, 2, 4, 5, and 6 hereof. A bid proposal shall be deemed withdrawn once it has been delivered by the Owner to the one requesting withdrawal, either by personal delivery or deposit in the United States mail, addressed to the address originally given by the Bidder. After withdrawal, the Owner will not recognize modifications of bid proposals attempted by methods other than as set forth in this Instruction 8.

9. Opening and Awarding of Bids

All bid proposals shall be publicly opened and read at the time and place set forth in the Notice Inviting Bids herein. Bidders and their authorized representatives are invited to be present. The award, if made, will be made within 60 days of the opening. The Owner's policy is to award to the lowest responsible Bidder who can comply with the projected delivery and/or completion schedules. However, the Owner reserves the right to reject any and all bids and to waive any irregularity. Owner may, at its sole discretion, disregard any added conditions, limitations, provisions, or any interlineations or alterations. Notice of Award shall be made to a successful Bidder in writing and mailed to the address as set forth on the signature page of the Bidding Documents.

10. Return of Proposal Guarantees

Bid proposal guarantees will be returned to unsuccessful bidders within 60 days from the date that the Contract is awarded to the successful bidder.

11. Bond(s) and Certificates Required of Successful Bidder

Before commencing any Work under this Contract, the successful Bidder shall file four of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:

a. Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

b. Either a current A.M. Best A VIII rated Surety OR an admitted surety insurer which complies with the provisions of the Code of Civil Procedure, § 995.660.

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

The successful Bidder shall provide a contract performance bond in an amount of not less than 100% of the total bid price, conditioned upon faithful performance by said Bidder of all requirements under the contract. In addition, the successful Bidder shall provide a payment bond in an amount of not less than 100% of the total bid price, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to the Work to be performed under the contract.

12. Execution of the Contract

The Bidder to whom award is made shall execute a written contract with the Owner on the form of contract provided herein (which shall incorporate by reference the Proposal, addenda or bulletins issued before receipt of bids and public opening of same, Bidder's Statement of Experience (not required for materials only proposal), Bidding Sheet, Certified Data Sheet, Special Requirements, Basic Specifications, and Construction and Standard Drawings), together with the Labor Code Certification (not required for materials only proposal) therein, and furnish good and approved bond(s) and Certificates of Insurance as required in the preceding paragraph within 10 days from the date of mailing the Notice of Award from the Owner to the Bidder, as set forth above, of the acceptance of his proposal.

No proposal shall be considered binding upon the Owner until the Contract has been executed by Owner. Failure or refusal by the successful Bidder to so enter into a contract, as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award and the retention by the Owner of the proposal guarantee. If the successful Bidder refuses or fails to execute the contract, the Owner may award the contract to the Bidder whose proposal is next most acceptable to said Owner; and such Bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

13. Withheld Contract Funds

Bidder is advised that Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to monies withheld by Owner to insure performance under the Contract. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code Section 22300. Refer to Section 28 of the Contract Appendix and the Escrow Agreement for Security Deposits in Lieu of Payment Retention included within the Contract section of the Contract Documents.

B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS

TO THE BOARD OF DIRECTORS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, RIVERSIDE, CALIFORNIA (Owner):

1. Proposal

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for THERMAL WATER AND SEWER IMPROVEMENTS.

In submitting this Proposal, the undersigned declares that he has read the Notice Inviting Bids, the Instructions to Bidders, the unexecuted Contract, and all other documents incorporated by reference, including the Special Requirements, the Basic Specifications, and the Construction and Standard Drawings and that he has inspected the Work site.

In exchange for consideration of this Proposal by the Owner, the Bidder agrees that if his bid is accepted by the Owner, the Bidder shall execute said Contract, construct, furnish and install, or furnish the items set forth in this Proposal and required by the Contract, Special Requirements, Basic Specifications, and Construction and Standard Drawings (all within the time provided), and shall accept as full payment the prices set forth in the Bidding Sheet.

The Bidder agrees that he shall execute and furnish such Contract, the performance and payment bonds*, and required certificates of insurance and insurance endorsements, within ten days from the date of mailing to him the written statement that Owner intends to award the Contract to him (i.e. Letter of Intent). If Bidder fails to return said documents within said time, the proposal guaranty shall become the property of the Owner as liquidated damages for such failure or refusal, and shall be deposited as moneys belonging to the Owner; provided that if said Bidder executes the contract and furnishes the required performance and payment bonds* and certificates of insurance within the time aforesaid, his proposal guaranty shall be returned to him within ten days thereafter.

In submitting a bid to a public body, the Bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

*Payment bond not required for materials only proposal.

2. **Statement of Experience***

a. Bidder

Each Bidder (Contractor) shall list, in addition to name and address, the type of work in which it is qualified, and its years of experience in that type of work.

Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

If Bidder (Contractor) has less than 5 years experience, Bidder (Contractor) shall complete Section e, listing the work experience for principals and key personnel.

b. Subidders

Each Bidder (Contractor) shall list the name and address of each subbidder (subcontractor) who will perform work in excess of one-half of one percent of the total bid. State the subidders and the work to be performed by each. Only one subbidder shall be listed for each specific portion of the Work. If subbidder (subcontractor) has less than 5 years experience, subbidder shall complete Section f, listing the work experience for principals and key personnel.

1) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

3) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

* Not required for materials only proposal

2. **Statement of Experience*** (Continued)

c. Bidder Projects (use reverse side if necessary)

Each Bidder (Contractor) shall furnish work record for Bidder (Contractor), listing at least four projects that the Bidder has completed within the past three (3) years. Responses shall be full and explicit.

1) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

* Not required for materials only proposal

c. Bidder Projects (Continued)

4) Contractor: _____
Contract Amount: _____ Date Completed: _____
Type of Work: _____
Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

5) Contractor: _____
Contract Amount: _____ Date Completed: _____
Type of Work: _____
Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Contractor: _____
Contract Amount: _____ Date Completed: _____
Type of Work: _____
Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2. **Statement of Experience*** (Continued)

d. Subbidder Projects (use reverse side if necessary)

Bidder (Contractor) shall furnish work record for subbidder (subcontractor) listing at least two projects each that the subbidders have completed within the past three (3) years. Responses shall be full and explicit.

1) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

3) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

* Not required for materials only proposal

d. Subbidder Projects (Continued)

4) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

5) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

6) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

Person in Charge of Project (Name & Phone): _____

2. **Statement of Experience*** (Continued)

e. Bidder's Principals and Key Personnel (use reverse side if necessary)

If Bidder (Contractor) has less than 5 years experience in the type of work specified, it shall list the work experience for principals and key personnel to demonstrate that Bidder (Contractor) has sufficient work experience.

1) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

f. Subbidder's Principals and Key Personnel (use reverse side if necessary)

If any subbidder (subcontractor) has less than 5 years experience in the type of work indicated, it shall list the work experience for principals and key personnel to demonstrate that subbidder (subcontractor) has sufficient work experience.

1) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

* Not required for materials only proposal

e. Bidder's Principals and Key Personnel (Continued)

3) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

f. Subbidder's Principals and Key Personnel (Continued)

3) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

3. **Supplemental Instructions to Bidders**

a. The Contract Work consists of the following bid schedules:

- Bid Schedule I - Construction of 12", 18", and 24" Ductile Iron Water Pipelines
(Stations 9+35± to 87+99.35, 200+37± to 555+87±, and
10+00.00 to 14+15.00)
- Bid Schedule II - Construction of 18" Ductile Iron Water Pipeline
(Stations 87+99.35 to 100+42±)
- Bid Schedule III - Construction of 24" Ductile Iron Water Pipeline
(Stations 9+70.00 to 64+28.05)
- Bid Schedule IV - Construction of 12", 18", 21", 24", and 27" Vitrified Clay Pipe Sewer
(Stations 10+00.00 to 188+45.00 and 10+00.00 to 13+48.00)
- Bid Schedule IV A - Construction of 12" Vitrified Clay Pipe Sewer
(Stations 10+00.00 to 188+45.00 and 10+00.00 to 13+48.00)
(Alternative to Bid Schedule IV)

Bidder shall submit a proposal for each bid schedule and each bid item. Bidders are advised that the basis of award will be made on the aggregate sum of the Net Bid Amounts for Bid Schedule I, Bid Schedule II, Bid Schedule III, and Bid Schedule IV.

If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid schedules or bid items. In addition, Owner reserves the right to substitute Bid Schedule IV A for Bid Schedule IV.

- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall be experienced in the type of Work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also be experienced in the type of Work specified.
- d. Bidder shall visit and inspect each work site and complete Certification of Bidder's Work Site Inspection to verify same.
- e. By signing and submitting his bid, Bidder certifies that he has verified, to his own satisfaction, the quantities of work shown on the bidding sheets, and further Bidder acknowledges that Bidder's total bid price for each individual bid schedule and for the total of all bid schedules covers all work required for a complete and functional project in compliance with the Contract Documents.
- f. Bidders are advised that dewatering and disposal of groundwater is a significant component of constructing the Work. Consequently, Bidders are advised that utilization of experienced and proven personnel, equipment, and methods is essential for timely completion of the specified Work.

4. **Bid Schedule**

The undersigned hereby proposes to furnish all labor, materials, equipment and methods necessary for constructing all Work specified, all in strict accordance with these Contract Documents, at the bid prices and the Completion Date set forth hereafter. The undersigned also acknowledges that all bid prices include sales tax and all other applicable taxes and fees.

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
102	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	\$ _____
103	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	\$ _____
104	Furnish and install 12" Class 350 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 10+00.00 to 14+15.00 (Avenue 58)).	415±	L.F.	\$ _____	\$ _____
105	Furnish and install 18" Class 250 ductile iron pipe and fittings, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 29+70.00 to 33+50.00 and 36+50.00 to 46+00±).	1,330±	L.F.	\$ _____	\$ _____
106	Furnish and install 18" Class 250 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 9+35± to 29+70.00, 33+50.00 to 36+50.00, 46+00.00 to 47+82.00, 48+08.00 to 48+41.94BK, 48+58.30AH to 74+98.40BK, and 75+14.38AH to 87+99.35).	6,476±	L.F.	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
107	Furnish and install 24" Class 200 ductile iron pipe and fittings, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 203+70.00 to 209+40.00, 214+90.00 to 217+80.00, 222+30.00 to 227+80.00, 232+20.00 to 235+50.00, 242+20.00 to 247+80.00, 261+60.00 to 263+60.00, 267+60.00 to 276+00.00, 361+50.00 to 383+80.00, and 387+00.00 to 409+30.00).	7,800±	L.F.	\$ _____	\$ _____
108	Furnish and install 24" Class 200 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 200+37± to 203+70.00, 209+40.00 to 214+90.00, 217+80.00 to 222+30.00, 227+80.00 to 232+20.00, 235+50.00 to 238+50.00, 238+80.00 to 242+20.00, 247+80.00 to 252+55.00, 252+85.00 to 253+01.00, 253+25.00 to 255+90.00, 256+14.00 to 259+09.00, 259+33.00 to 261+60.00, 263+60.00 to 266+09.64BK, 265+58.49AH to 267+60.00, 276+00.00 to 277+03.00, 277+29.00 to 305+64.31, 305+66± to 358+58.00, 359+50.00 to 359+54.19BK, 359+50.00AH to 361+50.00, 383+80.00 to 387+00.00, 409+30.00 to 411+30.00, 411+74.00 to 411+76.63BK, 411+81.09AH to 555+87±, and 0+00± to 0+16±).	27,521±	L.F.	\$ _____	\$ _____
109	Bore and jack 42" steel conductor casing (t = 0.5") per CVWD Std. Dwg. W-40, including bore pit, receiving pit, pit dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 238+50.00 to 238+80.00).	30±	L.F.	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
110	Bore and jack 42" steel conductor casing (t = 0.5") per CVWD Std. Dwg. W-40, including bore pit, receiving pit, pit dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 252+55.00 to 252+85.00).	30±	L.F.	\$ _____	\$ _____
111	Bore and jack 42" steel conductor casing (t = 0.5") per CVWD Std. Dwg. W-40, including bore pit, receiving pit, pit dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 277+03.00 to 277+29.00).	26±	L.F.	\$ _____	\$ _____
112	Furnish and install 36" steel conductor casing (t = 0.5") by open cut method, including trench dewatering, furnishing and installing 18" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 47+82.00 to 48+08.00).	26±	L.F.	\$ _____	\$ _____
113	Furnish and install 42" steel conductor casing (t = 0.5") by open cut method, including trench dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 253+01.00 to 253+25.00, 255+90.00 to 256+14.00, and 259+09.00 to 259+33.00).	72±	L.F.	\$ _____	\$ _____
114	Bore and jack 42" steel conductor casing (t = 0.5") per CVWD Std. Dwg. W-40, including bore pit, receiving pit, pit dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 358+58.00 to 359+50.00).	92±	L.F.	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
115	Bore and jack 42" steel conductor casing (t = 0.5") per CVWD Std. Dwg. W-40, including bore pit, receiving pit, pit dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, backfilling annulus with sand, and all related work (Stations 411+30.00 to 411+74.00).	44±	L.F.	\$ _____	\$ _____
116	Furnish and install 4" flanged gate valve, Class 150, at PRV station (2).	2	EACH	\$ _____	\$ _____
117	Furnish and install 6" flanged gate valve, Class 150, with 6" blind flange (Stations 12+28.75, and 12+33.75 (Avenue 58)).	2	EACH	\$ _____	\$ _____
118	Furnish and install 8" flanged gate valve, Class 150, (Stations 256+29.00 and 259+36.00, and at PRV station (2)).	4	EACH	\$ _____	\$ _____
119	Furnish and install 12" flanged gate valve, Class 150, (Stations 24+80.00, 28+30.00, 238+00.00(2), 253+36±, 265+87.00, 279+25.00, and 540+00.00).	8	EACH	\$ _____	\$ _____
120	Furnish and install 18" flanged butterfly valve, Class 150, (Stations 21+42.00 (2), 24+80.00, 28+30.00, 35+00.00 (2), 48+41.94BK (3), 51+00.00, 62+00.00, 75+25.00 (3), 87+58.65, 87+99.35 (2), 212+65±, 305+64.31, 332+40.00, 385+40.00 (2), and 438+00.00).	23	EACH	\$ _____	\$ _____
121	Furnish and install 24" flanged butterfly valve, Class 150, (Stations 212+65± (2), 220+00.00, 230+00.00, 238+00.00, 240+00.00, 252+95.19 (3), 256+29.00 (2), 259+36.00, 265+87.00 (2), 279+25.00 (2), 293+00.00, 305+64.31 (2), 332+40.00 (2), 358+38.96 (2), 359+80.00 (2), 385+40.00 (2), 412+00.00 (3), 438+00.00 (2), 464+80.00, 466+20.00, 491+20.00 (2), 517+89.49 (3), and 540+00.00 (2)).	41	EACH	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
122	Furnish and install pressure reducing station in accordance with Sheet 23 of the Construction Drawings, including all piping, fittings, pressure reducing valves, meter, and vaults, complete and in place (Station 87+73±).	1	L.S.	N/A	\$ _____
123	Furnish and install 6" fire hydrant including valves and fittings, per CVWD Std. Dwg. W-33A or W-34A, as applicable (Stations 14+50.00, 27+50.00, 35+00.00, 51+00.00, 210+00.00, 220+00.00, 230+00.00, 240+00.00, 250+00.00, 293+00.00, 310+00.00, 320+00.00, 330+00.00, 340+00.00, 350+00.00, 360+00.00, 369+50.00, 379+50.00, 389+50.00, 399+50.00, 409+50.00, 466+00.00, 519+50.00, 529+50.00, 539+50.00, and 549+00.00).	26	EACH	\$ _____	\$ _____
124	Furnish and install 6" blowoff assembly per CVWD Std. Dwg. W-23, including valves and fittings (Stations 21+42.00, 24+80.00, 28+30.00, 48+41.94BK, 75+25.00, 305+64.31, 332+40.00, 358+38.96, 359+80.00, 385+40.00, 412+00.00, 438+00.00, 517+89.49, and 10+00.00).	14	EACH	\$ _____	\$ _____
125	Furnish and install 2" air valve per CVWD Std. Dwgs. W-21B and W-22A (Stations 9+78.00, 20+60.00, 22+16.00, 48+75.00, 87+55.00, 87+50.00, 88+25.00, 201+00.00, 239+35.00, 253+75.00, 262+50.00, 277+50.00, 332+65.00, 359+85.00, 412+06.00, and 465+28.00).	16	EACH	\$ _____	\$ _____
126	Furnish and install connection to existing 12" gate valve, including all fittings and connection piping and removing existing blowoff assembly (Station 9+35±).	1	L.S.	N/A	\$ _____
127	Furnish and install connection to existing 24" butterfly valve (installed by the District prior to construction), including all fittings and connection piping (Station 200+37±).	1	L.S.	N/A	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
128	Furnish and install connection to existing 18" butterfly valve, including all fittings and connection piping and removing existing blowoff assembly (Station 212+65±).	1	L.S.	N/A	\$ _____
129	Furnish and install connection to existing 12" gate valve (installed by the District prior to construction), including all fittings and connection piping (Station 238+00.00).	1	L.S.	N/A	\$ _____
130	Furnish and install connection to existing 24" butterfly valve (installed by the District prior to construction), including all fittings and connection piping (Station 0+16±).	1	L.S.	N/A	\$ _____
131	Furnish and install connection to existing 12" gate valve (installed by the District prior to construction), including all fittings and connection piping (Station 253+36±).	1	L.S.	N/A	\$ _____
132	Furnish and install 12± LF of 8" ductile iron extension piping, including 4" blowoff per Std. Dwg. W-23 and all fittings (Station 256+29.00).	1	L.S.	N/A	\$ _____
133	Furnish and install 7± LF of 8" ductile iron extension piping, including 4" blowoff per Std. Dwg. W-23 and all fittings (Station 259+36.00).	1	L.S.	N/A	\$ _____
134	Furnish and install 6± LF of 12" ductile iron extension piping, including all fittings (Station 265+87.00).	1	L.S.	N/A	\$ _____
135	Furnish and install connection to existing 24" butterfly valve (installed by the District prior to construction), including all fittings and connection piping (Station 555+87±).	1	L.S.	N/A	\$ _____
136	Relocate existing gas service as required for construction, including all coordination with the Gas Company and associated fees.	3	EACH	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
137	Relocate existing water service as required for construction, including all coordination with CVWD and associated fees.	3	EACH	\$ _____	\$ _____
138	Relocate existing sewer lateral as required for construction, including all coordination with CVWD and associated fees.	3	EACH	\$ _____	\$ _____
139	Remove portion of existing 27" irrigation line and replace with a 20-foot section of 24" PVC C905 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with CVWD (Station 21+82±).	1	EACH	\$ _____	\$ _____
140	Remove portion of existing 24" irrigation line and replace with a 20-foot section of 24" PVC C905 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with CVWD (Station 87+23±).	1	EACH	\$ _____	\$ _____
141	Remove portion of existing 24" irrigation line and replace with a 20-foot section of 24" PVC C905 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with CVWD (Station 88+62±).	1	EACH	\$ _____	\$ _____
142	Remove portion of existing private 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with utility owner (Station 87+00±).	1	EACH	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
143	Remove portion of existing 24" irrigation line and replace with a 20-foot section of 24" PVC C905 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with utility owner (Station 200+58±).	1	EACH	\$ _____	\$ _____
144	Remove portion of existing 14" irrigation line and replace with a 20-foot section of 14" PVC C905 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with utility owner (Station 266+20±).	1	EACH	\$ _____	\$ _____
145	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with CVWD (Station 279+59±).	1	EACH	\$ _____	\$ _____
146	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe per Irrigation Pipe Replacement Detail, Sheet 6 of Construction Drawings, including all fittings and coordination with CVWD (Station 292+52±).	1	EACH	\$ _____	\$ _____
147	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe per Details, Sheets 2 and 3 of Construction Drawings, including all fittings and coordination with CVWD (Station 372+17±).	1	EACH	\$ _____	\$ _____
148	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe per Details, Sheets 2 and 3 of Construction Drawings, including all fittings and coordination with CVWD (Station 385+74±).	1	EACH	\$ _____	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18", AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35± TO 87+99.35, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
149	Furnish and install 0.5' asphalt concrete base pavement over 0.75' Class II base per County of Riverside Specifications, Standards, and Permits as required for mainline and branch trenches (Stations 9+35± to 46+80±, 47+80± to 48+40±, 74+70 to 75+50±, 200+37± to 277+40±, 359+50± to 411+30±, and 0+00.00 to 0+16±).	16,784±	L.F.	\$ _____	\$ _____
150	Furnish and install 0.15' grind and 0.15' asphalt concrete pavement overlay over the traffic lane disturbed (12' wide minimum) per the Contract Documents and County of Riverside Specifications, Standards, and Permits per lineal foot of trench for limits specified in Bid Item 149.	16,784±	L.F.	\$ _____	\$ _____
151	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	20	EACH	\$ _____	\$ _____
152	Stop work in one area during installation of waterline and move equipment, materials, and labor to another area along proposed alignment and start work in new area, all as directed by Owner.	1	L.S.	N/A	\$ _____

BID SCHEDULE I
CONSTRUCTION OF 12", 18" AND 24" DUCTILE IRON WATER PIPELINES
STATIONS 9+35±, 200+37± TO 555+87±, AND 10+00.00 TO 14+15.00

TOTAL BID (Sum of Bid Items 101 through 152):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

BID SCHEDULE II
CONSTRUCTION OF 18" DUCTILE IRON WATER PIPELINE
STATIONS 87+99.35 TO 100+42±
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
201	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
202	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	\$ _____
203	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	\$ _____
204	Furnish and install 18" Class 250 Ductile Iron pipe and fittings with restrained joints, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 87+99.35 to 88+83.10BK and 87+07.11AH to 100+42±).	1,419±	L.F.	\$ _____	\$ _____
205	Furnish and install 6" flanged gate valve, Class 150, with 6" blind flange (Station 100+22.00).	1	EACH	\$ _____	\$ _____
206	Relocate existing gas service as required for construction, including all coordination with the Gas Company and all associated fees.	1	EACH	\$ _____	\$ _____
207	Furnish and install connection to existing 18" butterfly valve, including all fittings and connection piping and removing existing blowoff assembly (Station 100+42±).	1	L.S.	N/A	\$ _____

**BID SCHEDULE II
CONSTRUCTION OF 18" DUCTILE IRON WATER PIPELINE
STATIONS 87+99.35 TO 100+42±**

TOTAL BID (Sum of Bid Items 201 through 207):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE III
CONSTRUCTION OF 24" DUCTILE IRON WATER PIPELINE
STATIONS 9+70.00 TO 64+28.05
(CONSTRUCTION DRAWINGS PREPARED BY STANTEC)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
301	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
302	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	\$ _____
303	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	\$ _____
304	Furnish and install 24" Class 200 ductile iron pipe and fittings, including polyethylene encasement, trench dewatering, backfill, compaction, testing, and disinfection (Stations 15+88.00 to 26+84.00, 33+60.00 to 36+60.82, 45+11.55 to 50+23.60, and 51+84.47 to 60+90.05).	2,814±	L.F.	\$ _____	\$ _____
305	Furnish and install 24" Class 200 ductile iron pipe and fittings with restrained joints, including polyethylene encasement, trench dewatering, backfill, slurry backfill as required, compaction, testing, and disinfection (Stations 9+70.00 to 10+30.77, 12+06.77 to 15+88.00, 26+84.00 to 33+60.00, 36+60.82 to 37+98.03, 38+18.03 to 44+22.03, 44+42.03 to 45+11.55, 50+23.60 to 50+94.04, 51+14.04 to 51+84.47, and 60+90.05 to 64+28.05).	2,408±	L.F.	\$ _____	\$ _____
306	Bore and jack 42" steel conductor casing (t = 0.75") per CVWD Std. Dwg. W-40, including bore pit, receiving pit, pit dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, including polyethylene encasement, backfilling annulus with sand, and all related work (Stations 10+30.77 to 12+06.77).	176±	L.F.	\$ _____	\$ _____

**BID SCHEDULE III
CONSTRUCTION OF 24" DUCTILE IRON WATER PIPELINE
STATIONS 9+70.00 TO 64+28.05
(CONSTRUCTION DRAWINGS PREPARED BY STANTEC)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
307	Furnish and install 42" steel conductor casing (t = 0.5") by open cut method, including trench dewatering, furnishing and installing 24" ductile iron carrier pipe with restrained joints, including polyethylene encasement, backfilling annulus with sand, and all related work (Stations 37+98.03 to 38+18.03, 44+22.03 to 44+42.03, and 50+94.04 to 51+14.04).	60±	L.F.	\$ _____	\$ _____
308	Furnish and install 18" flanged butterfly valve, Class 150, (Stations 30+22.02 and 41+00.00).	2	EACH	\$ _____	\$ _____
309	Furnish and install 24" flanged butterfly valve, Class 150, (Stations 9+80.00(2), 12+50.00, 30+22.02(2), and 41+00.00).	6	EACH	\$ _____	\$ _____
310	Furnish and install 6" blowoff assembly per CVWD Std. Dwg. W-23, including 18" ductile iron piping, valves, and fittings (Stations 9+70.00 and 41+00.00-Line 'A3').	2	EACH	\$ _____	\$ _____
311	Furnish and install 2" air valve per CVWD Std. Dwgs. W-21B and W-22A (Stations 12+52.00, 30+24.02, 38+25.24, 44+49.55, and 51+24.77).	5	EACH	\$ _____	\$ _____
312	Furnish and install connection to existing 18" butterfly valve (installed by the District prior to construction), including all fittings and connection piping with restrained joints (Station 9+80.00-Line 'A1').	1	L.S.	N/A	\$ _____
313	Furnish and install connection to existing 18" butterfly valve (installed by the District prior to construction), including all fittings and connection piping with restrained joints (Station 30+22.02-Line 'A2').	1	L.S.	N/A	\$ _____

**BID SCHEDULE III
CONSTRUCTION OF 24" DUCTILE IRON WATER PIPELINE
STATIONS 9+70.00 TO 64+28.05
(CONSTRUCTION DRAWINGS PREPARED BY STANTEC)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
314	Furnish and install connection to existing 24" butterfly valve (installed by the District prior to construction), including all fittings and connection piping (Station 64+28.05).	1	L.S.	N/A	\$ _____
315	Relocate existing gas service as required for construction, including all coordination with the Gas Company and associated fees.	3	EACH	\$ _____	\$ _____
316	Relocate existing water service as required for construction, including all coordination with CVWD and associated fees.	3	EACH	\$ _____	\$ _____
317	Relocate existing sewer lateral as required for construction, including all coordination with CVWD and associated fees.	3	EACH	\$ _____	\$ _____
318	Furnish and install 0.5' asphalt concrete base pavement over 0.75' Class II base per County of Riverside Specifications, Standards, and Permits as required for mainline and branch trenches (Stations 9+70± to 64+28±).	5,458±	L.F.	\$ _____	\$ _____
319	Furnish and install 0.15' grind and 0.15' asphalt concrete overlay over the traffic lane disturbed (12' wide minimum) per the Contract Documents and County of Riverside Specifications, Standards, and Permits per lineal foot of trench for the limits specified in Bid Item 318.	5,458±	L.F.	\$ _____	\$ _____
320	Set ties, replace survey monument, and file a corner record for each survey monument disturbed or destroyed.	4	EACH	\$ _____	\$ _____
321	Stop work in one area during installation of waterline and move equipment, materials, and labor to another area along proposed alignment and start work in new area, all as directed by Owner.	1	L.S.	N/A	\$ _____

**BID SCHEDULE III
CONSTRUCTION OF 24" DUCTILE IRON WATER PIPELINE
STATIONS 9+70.00 TO 64+28.05**

TOTAL BID (Sum of Bid Items 301 through 321):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
401	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
402	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	\$ _____
403	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	\$ _____
404	Furnish and install 8" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Station 15+55.31).	60±	L.F.	\$ _____	\$ _____
405	Furnish and install 12" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 10+00.00 to 13+48.00 (Avenue 58)).	348±	L.F.	\$ _____	\$ _____
406	Furnish and install 18" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 10+00.00 to 14+60.00, 14+84.00 to 16+17.00, 16+47.00 to 23+40.00, and 24+60.00 to 30+19.01).	1,845±	L.F.	\$ _____	\$ _____
407	Furnish and install 21" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 30+18.65 to 82+37.00 and 82+67.00 to 83+13.11).	5,265±	L.F.	\$ _____	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
408	Furnish and install 24" VCP sewer pipe (high strength), including dewatering, backfill, compaction, and testing (Stations 83+13.11 to 84+06.83BK, 84+00.00AH to 135+55.00, 135+79.00 to 136+17.00, and 136+42.00 to 136+48.06BK).	5,293±	L.F.	\$ _____	\$ _____
409	Furnish and install 27" VCP sewer pipe (high strength), including dewatering, backfill, compaction, and testing (Stations 136+50.00AH to 136+77.00 and 137+12.00 to 188+49.50).	5,165±	L.F.	\$ _____	\$ _____
410	Bore and jack 36" diameter (t = 0.375") steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 18" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 14+60.00 to 14+84.00)	24±	L.F.	\$ _____	\$ _____
411	Bore and jack 36" diameter, (t = 0.375"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 18" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 16+17.00 to 16+47.00)	30±	L.F.	\$ _____	\$ _____
412	Bore and jack 42" diameter, (t = 0.5") steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 21" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 82+37.00 to 82+67.00)	30±	L.F.	\$ _____	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
413	Bore and jack 42" diameter, (t = 0.5"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 24" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 135+55.00 to 135+79.00)	24±	L.F.	\$ _____	\$ _____
414	Bore and jack 42" diameter, (t = 0.5"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 24" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 136+17.00 to 136+42.00).	25±	L.F.	\$ _____	\$ _____
415	Bore and jack 48" diameter, (t = 0.5"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 27" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 136+77.00 to 137+12.00)	35±	L.F.	\$ _____	\$ _____
416	Furnish and install 18" steel conductor casing (t = 0.25") by open cut method, including dewatering, furnishing and installing 8" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work (Station 15+55.31).	10±	L.F.	\$ _____	\$ _____
417	Furnish and install 36" steel conductor casing (t = 0.375") by open cut method, including stubs and plugs as required, dewatering, furnishing and installing 18" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work (Stations 23+40.00 to 24+60.00).	120±	L.F.	\$ _____	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
418	Furnish and install 48" diameter precast concrete sewer manhole per CVWD Std. Dwg. S-5 and CVWD Technical Conditions, including stubs and plugs as required, dewatering, bolt-down lids as required, backfill, compaction, and testing (Stations 10+00.00, 13+00.00, 15+55.31, 16+55.00, 19+50.00, 23+00.00, 25+00.00, 27+50.00, 30+19.01BK, 34+00.00, 38+00.00, 42+00.00, 46+00.00, 50+00.00, 54+00.00, 56+65.00, 60+50.00, 64+50.00, 68+50.00, 72+50.00, 76+50.00, 80+24.06, and 10+00.00 (Avenue 58)).	23	EACH	\$ _____	\$ _____
419	Furnish and install 60" diameter precast concrete sewer manhole per CVWD Std. Dwg. S-5 and CVWD Technical Conditions, including stubs and plugs as required, dewatering, bolt-down lids as required, backfill, compaction, and testing (Stations 83+13.11, 84+06.83BK, 88+00.00, 92+00.00, 96+00.00, 100+00.00, 104+00.00, 108+00.00, 112+00.00, 116+00.00, 120+00.00, 124+00.00, 128+00.00, 132+00.00, 136+00.00, 136+48.06BK, 140+50.00, 144+50.00, 148+50.00, 152+50.00, 156+50.00, 160+50.00, 164+50.00, 168+50.00, 172+50.00, 176+50.00, 180+50.00, 184+50.00, and 188+45.00).	29	EACH	\$ _____	\$ _____
420	Furnish and install 6" VCP sewer lateral with cleanout per CVWD Std. Dwg. S-6, including dewatering, backfill, compaction, and testing (Station 12+56.48 (Airport Boulevard)).	1	EACH	\$ _____	\$ _____
421	Furnish and install 4" VCP sewer lateral with cleanout per CVWD Std. Dwg. S-6, including dewatering, backfill, compaction, and testing (Station 11+75.00 (Avenue 58)).	1	EACH	\$ _____	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
422	Remove portion of existing 20" irrigation line and replace with a 20-foot section of 21" PVC C905 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 15+55.31).	1	EACH	\$ _____	\$ _____
423	Remove portion of existing 14" irrigation line and replace with a 20-foot section of 14" PVC C905 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 43+74±).	1	EACH	\$ _____	\$ _____
424	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 57+18±).	1	EACH	\$ _____	\$ _____
425	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 70+11±).	1	EACH	\$ _____	\$ _____
426	Abandon 12" irrigation lateral (60± L.F.), stand pipes, meter valves, and related appurtenances per CVWD Irrigation Lateral Abandonment Plan. Seal baffle opening with mortar, and backfill space created by irrigation lateral abandonment and compact to 95% relative compaction (Stations 83+77±, 96+73±, 110+34±, and 123+34±).	4	EACH	\$ _____	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
427	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 149+79±).	1	EACH	\$ _____	\$ _____
428	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 163+36±).	1	EACH	\$ _____	\$ _____
429	Remove portion of existing 18" agricultural drain line and replace with a 20-foot section of 18" HDPE ADS Model N-12 pipe, per Drain Pipe Replacement Detail, Sheet 20 of Construction Drawings, including connections to existing drain line per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, all fittings, coordination with CVWD, and all related work (Station 162+35±).	1	EACH	\$ _____	\$ _____
430	Remove portion of existing 18" agricultural drain line and replace with a 20-foot section of 18" HDPE ADS Model N-12 pipe, per Drain Pipe Replacement Detail, Sheet 20 of Construction Drawings, including connections to existing drain line per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, all fittings, coordination with CVWD, and all related work (Station 188+24±).	1	EACH	\$ _____	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
431	Furnish and install 0.5' asphalt concrete base pavement over 0.75' Class II base per County of Riverside Specifications, Standards, and Permits, as required for mainline and branch trenches (Stations 9+96± to 30+40± and 83+65± to 188+45±).	12,524±	L.F.	\$ _____	\$ _____
432	Furnish and install 0.15' grind and 0.15' asphalt concrete pavement overlay over the traffic lane disturbed (12' wide minimum) per the Contract Documents and County of Riverside Specifications, Standards, and Permits per lineal foot of trench for limits specified in Bid Item 431.	12,524±	L.F.	\$ _____	\$ _____
433	Set ties, replace survey monument and file a corner record for each survey monument disturbed or destroyed.	10	EACH	\$ _____	\$ _____
434	Stop work in one area during installation of the sewer line and move equipment, materials, and labor to another area along proposed alignment and start work in new area, all as directed by Owner.	1	L.S.	N/A	\$ _____

BID SCHEDULE IV
CONSTRUCTION OF 12", 18", 21", 24", AND 27" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00

TOTAL BID (Sum of Bid Items 401 through 434):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
401A	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
402A	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5' in depth.	1	L.S.	N/A	\$ _____
403A	Furnish traffic control, including traffic control drawings for RCTD approval, furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with RCTD Standards and Permits.	1	L.S.	N/A	\$ _____
404A	Furnish and install 8" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Station 15+55.31).	60±	L.F.	\$ _____	\$ _____
405A	Furnish and install 12" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 10+00.00 to 13+48.00 (Avenue 58)).	348±	L.F.	\$ _____	\$ _____
406A	Furnish and install 12" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 10+00.00 to 14+60.00, 14+84.00 to 16+17.00, 16+47.00 to 23+40.00, and 24+60.00 to 30+19.01).	1,845±	L.F.	\$ _____	\$ _____
407A	Furnish and install 12" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 30+18.65 to 82+37.00 and 82+67.00 to 83+13.11).	5,265±	L.F.	\$ _____	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
408A	Furnish and install 12" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 83+13.11 to 84+06.83BK, 84+00.00AH to 135+55.00, 135+79.00 to 136+17.00, and 136+42.00 to 136+48.06BK).	5,293±	L.F.	\$ _____	\$ _____
409A	Furnish and install 12" VCP sewer pipe (high strength), including dewatering, backfill, CLSM backfill as required, compaction, and testing (Stations 136+50.00AH to 136+77.00 and 137+12.00 to 188+49.50).	5,165±	L.F.	\$ _____	\$ _____
410A	Bore and jack 30" diameter (t = 0.375") steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 14+60.00 to 14+84.00)	24±	L.F.	\$ _____	\$ _____
411A	Bore and jack 30" diameter, (t = 0.375"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 16+17.00 to 16+47.00)	30±	L.F.	\$ _____	\$ _____
412A	Bore and jack 30" diameter, (t = 0.375") steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 82+37.00 to 82+67.00)	30±	L.F.	\$ _____	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
413A	Bore and jack 30" diameter, (t = 0.375"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 135+55.00 to 135+79.00)	24±	L.F.	\$ _____	\$ _____
414A	Bore and jack 30" diameter, (t = 0.375"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 136+17.00 to 136+42.00).	25±	L.F.	\$ _____	\$ _____
415A	Bore and jack 30" diameter, (t = 0.375"), steel conductor casing, including boring pit, receiving pit, pit dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work. (Stations 136+77.00 to 137+12.00)	35±	L.F.	\$ _____	\$ _____
416A	Furnish and install 18" steel conductor casing (t = 0.25") by open cut method, including dewatering, furnishing and installing 8" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work (Station 15+55.31).	10±	L.F.	\$ _____	\$ _____
417A	Furnish and install 30" steel conductor casing (t = 0.375") by open cut method, including stubs and plugs as required, dewatering, furnishing and installing 12" high strength VCP carrier pipe in casing, backfilling annulus with sand, and all related work (Stations 23+40.00 to 24+60.00).	120±	L.F.	\$ _____	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
418A	Furnish and install 48" diameter precast concrete sewer manhole per CVWD Std. Dwg. S-5 and CVWD Technical Conditions, including stubs and plugs as required, dewatering, bolt-down lids as required, backfill, compaction, and testing (Stations 10+00.00, 13+00.00, 15+55.31, 16+55.00, 19+50.00, 23+00.00, 25+00.00, 27+50.00, 30+19.01BK, 34+00.00, 38+00.00, 42+00.00, 46+00.00, 50+00.00, 54+00.00, 56+65.00, 60+50.00, 64+50.00, 68+50.00, 72+50.00, 76+50.00, 80+24.06, 83+13.11, 84+06.83BK, 88+00.00, 92+00.00, 96+00.00, 100+00.00, 104+00.00, 108+00.00, 112+00.00, 116+00.00, 120+00.00, 124+00.00, 128+00.00, 132+00.00, 136+00.00, 136+48.06BK, 140+50.00, 144+50.00, 148+50.00, 152+50.00, 156+50.00, 160+50.00, 164+50.00, 168+50.00, 172+50.00, 176+50.00, 180+50.00, 184+50.00, 188+45.00, and 10+00.00 (Avenue 58)).	52	EACH	\$ _____	\$ _____
419A	Furnish and install 6" VCP sewer lateral with cleanout per CVWD Std. Dwg. S-6, including dewatering, backfill, compaction, and testing (Station 12+56.48 (Airport Boulevard)).	1	EACH	\$ _____	\$ _____
420A	Furnish and install 4" VCP sewer lateral with cleanout per CVWD Std. Dwg. S-6, including dewatering, backfill, compaction, and testing (Station 11+75.00 (Avenue 58)).	1	EACH	\$ _____	\$ _____
421A	Remove portion of existing 20" irrigation line and replace with a 20-foot section of 21" PVC C905 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 15+55.31).	1	EACH	\$ _____	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
422A	Remove portion of existing 14" irrigation line and replace with a 20-foot section of 14" PVC C905 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 43+74±).	1	EACH	\$ _____	\$ _____
423A	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 57+18±).	1	EACH	\$ _____	\$ _____
424A	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 70+11±).	1	EACH	\$ _____	\$ _____
425A	Abandon 12" irrigation lateral (60± L.F.), stand pipes, meter valves, and related appurtenances per CVWD Irrigation Lateral Abandonment Plan. Seal baffle opening with mortar, and backfill space created by irrigation lateral abandonment and compact to 95% relative compaction (Stations 83+77±, 96+73±, 110+34±, and 123+34±).	4	EACH	\$ _____	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
426A	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 149+79±).	1	EACH	\$ _____	\$ _____
427A	Remove portion of existing 12" irrigation line and replace with a 20-foot section of 12" PVC C900 DR18 pipe, per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, including all fittings, coordination with CVWD, and all related work (Station 163+36±).	1	EACH	\$ _____	\$ _____
428A	Remove portion of existing 18" agricultural drain line and replace with a 20-foot section of 18" HDPE ADS Model N-12 pipe, per Drain Pipe Replacement Detail, Sheet 20 of Construction Drawings, including connections to existing drain line per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, all fittings, coordination with CVWD, and all related work (Station 162+35±).	1	EACH	\$ _____	\$ _____
429A	Remove portion of existing 18" agricultural drain line and replace with a 20-foot section of 18" HDPE ADS Model N-12 pipe, per Drain Pipe Replacement Detail, Sheet 20 of Construction Drawings, including connections to existing drain line per Irrigation Pipe Replacement Detail, Sheet 20 of Construction Drawings, all fittings, coordination with CVWD, and all related work (Station 188+24±).	1	EACH	\$ _____	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(CONSTRUCTION DRAWINGS PREPARED BY KRIEGER & STEWART)
(Bid Schedule IV A is alternative to Bid Schedule IV)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
430A	Furnish and install 0.5' asphalt concrete base pavement over 0.75' Class II base per County of Riverside Specifications, Standards, and Permits, as required for mainline and branch trenches (Stations 9+96± to 30+40± and 83+65± to 188+45±).	12,524±	L.F.	\$ _____	\$ _____
431A	Furnish and install 0.15' grind and 0.15' asphalt concrete pavement overlay over the traffic lane disturbed (12' wide minimum) per the Contract Documents and County of Riverside Specifications, Standards, and Permits per lineal foot of trench for limits specified in Bid Item 430A.	12,524±	L.F.	\$ _____	\$ _____
432A	Set ties, replace survey monument and file a corner record for each survey monument disturbed or destroyed.	10	EACH	\$ _____	\$ _____
433A	Stop work in one area during installation of the sewer line and move equipment, materials, and labor to another area along proposed alignment and start work in new area, all as directed by Owner.	1	L.S.	N/A	\$ _____

BID SCHEDULE IV A
CONSTRUCTION OF 12" VITRIFIED CLAY PIPE SEWER
STATIONS 10+00.00 TO 188+45.00 AND 10+00.00 TO 13+48.00
(Bid Schedule IV A is alternative to Bid Schedule IV)

TOTAL BID (Sum of Bid Items 401A through 433A):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**THERMAL WATER AND SEWER IMPROVEMENTS
BID SUMMARY**

- Bid Schedule I - Construction of 12", 18", and 24" Ductile Iron Water Pipelines (Stations 9+35± to 87+99.35, 200+37± to 555+87±, and 10+00.00 to 14+15.00) \$ _____
- Bid Schedule II - Construction of 18" Ductile Iron Water Pipeline (Stations 87+99.35 to 100+42±) \$ _____
- Bid Schedule III - Construction of 24" Ductile Iron Water Pipeline (Stations 9+70.00 to 64+28.05) \$ _____
- Bid Schedule IV - Construction of 12", 18", 21", 24", and 27" Vitrified Clay Pipe Sewer (Stations 10+00.00 to 188+45.00 and 10+00.00 to 13+48.00) \$ _____
- Total Net Bid for Bid Schedules I, II, III, and IV \$ _____

Alternative to Bid Schedule IV:

- Bid Schedule IV A - Construction of 12" Vitrified Clay Pipe Sewer (Stations 10+00.00 to 188+45.00 and 10+00.00 to 13+48.00) \$ _____

Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

5. **Contract Completion Schedule**

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 300 calendar days after date of Notice to Proceed.

b. Liquidated Damages

Contractor is advised that "Liquidated Damages" of \$1,000.00 per calendar day may be assessed for each calendar day that the Work remains incomplete following the dates established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

6. Certified Data

In the blanks provided, fill in the required Certified Data relating to the Bidder's Proposal.

- a. Manufacturer of Ductile Iron Pipe

- b. Manufacturer of Ductile Iron Fittings

- c. Manufacturer of Butterfly Valves

- d. Manufacturer of Gate Valves

- e. Manufacturer of Pressure Reducing Valve

- f. Manufacturer of Precast Concrete Vault

- g. Manufacturer of Fire Hydrants

- h. Manufacturer of Air Valves

- i. Supplier of Portland Cement Concrete

- j. Supplier of Asphalt Concrete

- k. Supplier of Imported Sand

- l. Supplier of Crushed Rock

- m. Supplier of Controlled Low Strength Material

- n. Manufacturer of Vitrified Clay Pipe

- o. Manufacturer of Precast Concrete Manholes

- p. Manufacturer of PVC Pipe

- q. Manufacturer of HDPE Pipe

7. Certified Worker Craft and Classification

Bidder hereby states that the bid proposal has been based on the worker craft and classification set forth below and the Work will be performed by personnel within these classifications unless Bidder specifically requests change in writing and Owner approves same in writing.

Work*	Craft	Classification
Examples:		
Steel Tank Work	Operating Engineer	Group B-Crane Operator
Electrical Work	Electrician	Cable Splicer
Plant Work	Roofer	Helper
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____
e. _____	_____	_____
f. _____	_____	_____
g. _____	_____	_____
h. _____	_____	_____
i. _____	_____	_____
j. _____	_____	_____
k. _____	_____	_____
l. _____	_____	_____
m. _____	_____	_____

* Designate Type of Work, i.e. Earthwork, Concrete Work, Electrical Work, Mechanical Work, Pump Work, Plant Work, Tank Work, Fencing, Painting, Piping

8. **Certification of Bidder's Work Site Inspection**

I certify that I have visited and inspected the work sites on the following dates:

<u>Site</u>	<u>Date Visited</u>
Thermal Water and Sewer Improvements	_____

I also certify that I am familiar with local conditions which may affect the performance of the work and propose to perform the work generally as follows:

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

9. Statement on Bonds and Insurance

a. Names and addresses of all members of partnership or names and titles of all corporate officers:

b. The Bidder declares that the surety or sureties named below have agreed to furnish bonds in the aggregate amounts set forth in the Instructions to Bidders, in the event the Contract is awarded on the basis of this proposal.

Name(s) and address(es) of surety or sureties agreeing to furnish bond

c. The Bidder declares that the insurers named below have reviewed the insurance requirements set forth in the Contract Appendix (Section 8. Insurance) and have agreed to furnish all insurance specified.

Name(s) and address(es) of insurers agreeing to insurance coverage

10. **Certification of Bidding Documents**

The Bidder hereby declares and certifies under penalty of perjury that the foregoing statements and all of Bidder's Proposal and Supporting Documents herewith submitted are accurate and correct.

BIDDER

Name: _____

Address: _____

Telephone _____

By: _____

(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

Title: _____

[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social Security Number: _____

Corporation organized

under the laws of the

State of: _____

CALIFORNIA CONTRACTOR'S LICENSE:

Class _____

(Class A or Class C34 is required)

(Corporate Seal)

Number _____

Expiration Date _____

NOTARY

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

11. Non-Collusion Affidavit

Bidder's authorized representative _____ (Affiant), being first duly sworn, deposes and says that he/she is _____ (Title) of _____ (Bidder), 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 not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER

Name: _____

By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

Title: _____
[Individual, Partner, Corporate Officer (Title)]

NOTARY

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary (Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

12. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Contractor), _____ as Bidder and Principal, and _____ as Surety, are held firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, situated in Riverside County, California, hereinafter called the Owner, in the penal sum of _____ dollars, \$ _____, for the payment of which sum, well and truly to be made, we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated _____, 20__, for THERMAL WATER AND SEWER IMPROVEMENTS for Owner.

NOW THEREFORE, (1) if the Bidder shall not withdraw said bid within sixty days after the opening of the same, and (2) shall within ten days after the award of the contract furnish the required certificates of insurance and enter into a written contract with the Owner in accordance with the bid as accepted, and (3) if the Bidder shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of said contract and for the protection of laborers and material men, or (4) in the event of the withdrawal of said bid within the periods specified, or the failure to enter into said contract, if the Bidder shall within thirty days after request by the Owner pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required Work or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise they remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including reasonable attorney's fee, to be fixed by the court.

For value received, the Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any bid errors or by an extension of time within which the Owner may accept such bid, and said Surety hereby waives notice of any such extension.

IN WITNESS WHEREOF, Bidder and Surety have duly and fully executed this instrument this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

Title _____
[Individual, Partner, Corporate Officer (Title)]

Title _____
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

NOTE: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

12. Bid Bond (Continued)

NOTARY FOR PRINCIPAL

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed
the instrument.

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally
appeared _____,
who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed
the instrument.

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of this section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Name and address of agent or representative
for service of process in California, if different
from above

Telephone number of Surety and agent or representative
for service of process in California

NOTARY ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

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

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

WITNESS my hand and official seal.

Signature _____ (seal)

REQUIRED INFORMATION

Capacity Claimed by Signer

Description of Attached Document

- Individual
- Corporate Officer(s):
_____ Title(s)
- Partner(s): Limited General
- Attorney-in-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Document Title or Type

_____ Number of Pages

_____ Document Date

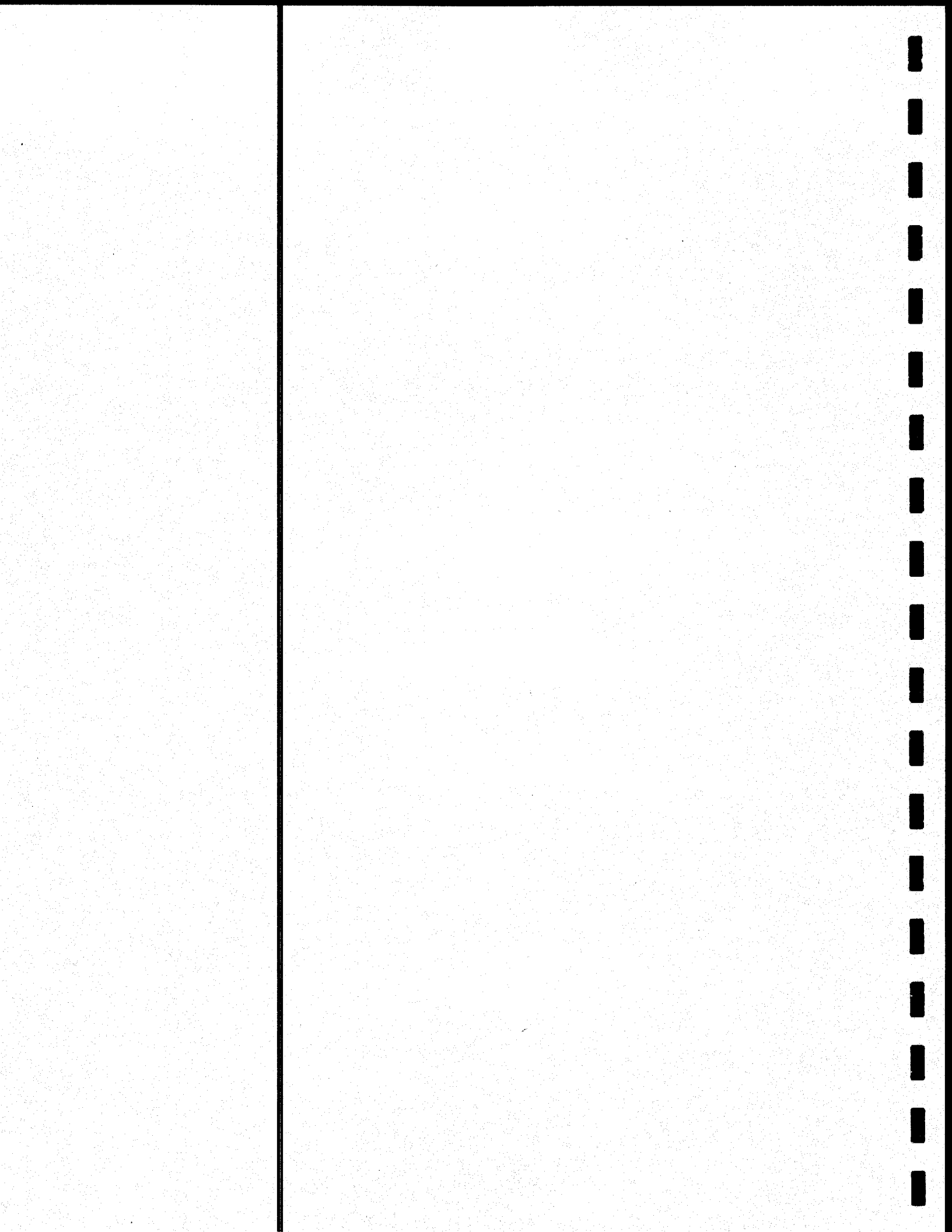
_____ Other Signer(s)

Signer is Representing:

Name of Person(s) or Entity(ies)

SIGNER'S RIGHT THUMBPRINT	Top of Thumb
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NOTE: Notary may use a current California All-Purpose Acknowledgment form; however, Notary must complete the entire form, both required and optional portions.



CONTRACT

This Contract is made and entered into on _____, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE hereinafter called "Owner", and _____, hereinafter called "Contractor". This Contract is for that Work described in the Contract Documents entitled **THERMAL WATER AND SEWER IMPROVEMENTS**.

A. Recitals

1. Contractor, in response to a Notice Inviting Bids issued by Owner, has submitted a bid proposal for the above entitled Work.
2. Owner has duly opened and considered said bid proposal, and has duly awarded said bid to Contractor in accordance with said Notice Inviting Bids, and has given written Notice of Award to Contractor on _____.

Contractor has obtained and delivers concurrently herewith specified Performance and Payment Bonds and the Certificate of Insurance as required by the Contract Documents.

B. Terms

1. Incorporation of Documents

This Contract includes and hereby incorporates in full by this reference the Contract Documents for the above entitled Work.

The Contract Documents set forth herein consist of: Notice Inviting Bids, Bidding Documents, Bid Bond, this Contract including Contractor's Labor Certification and any Contract Change Orders, Performance and Payment Bonds, Certificates of Insurance, Contract Appendix, Special Requirements, Basic and Technical Specifications, Construction and Standard Drawings, and any addenda thereto.

2. Contractor's Basic Obligation

Contractor agrees to provide the Work specified in the following bid schedules and/or bid items:

_____ dollars (\$ _____), said amount being subject to adjustment in accordance with the applicable terms of the Contract Documents.

Contractor agrees to perform said Work, at said Contract amount, in accordance with the following Contract Completion Schedule:

300 calendar days after date of Notice to Proceed.

Contractor agrees that if the aforesaid Contract Completion Schedule is not met, liquidated damages will apply as provided by the Contract Documents, in the following amounts and under the following conditions:

\$1,000 per calendar day that the Work remains incomplete following the dates established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

3. Owner's Basic Obligation

Owner agrees to engage and does hereby engage said Contractor as an independent Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum aforesaid and hereby contracts to pay said sum at the time, in the manner, and in accordance with the conditions set forth in the Contract Documents.

4. Contractor's Labor Certification

Contractor states that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Contract.

5. Litigation or Enforcement Action Costs Arising from Contractor's Operations

If the Owner and/or its Officials, Officers, Employees, Agents, Consultants, and Engineers are named, or are required to testify or contribute time and expense in any other way, in any suit or enforcement action of any kind brought to recover alleged damages or remedy alleged violations resulting from the acts or omissions (including negligent acts or omissions) in connection with, or accidents arising from, the acts, operations, and responsibilities of the Contractor, its Subcontractors, or others associated with or working under Contractor, in direct or indirect relation to the performance of the Work, the Owner and/or its Directors, Officers, Employees, Agents, Consultants, and Engineers shall be held financially harmless and they shall be legally defended (with counsel acceptable to the named party) by the Contractor from any claims for damages and they shall be reimbursed for any reasonable costs incurred by them for lost time, expert assistance, and incidental expenses in connection with their need to defend themselves against such claims, or to contribute time and expense in any other such way, whether or not the suit or enforcement action proceeds to final judgment. This section shall apply and be enforceable for the full time of any applicable statute of limitations.

6. Successors

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

(Contractor)

By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

Title: _____
[Individual, Partner, Corporate Officer (Title)]

ATTEST: (If Corporation)

By _____

Title _____

Corporate Seal

NOTARY (CONTRACTOR)

STATE OF _____)

COUNTY OF _____)

On _____, 20____, before me, _____, personally appeared _____, 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 PURJERY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

By: _____

Title: _____

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM AND EXECUTION

Counsel for Owner

By _____

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

PERFORMANCE BOND
(California Public Work)
REQUIRED FORM

Bond Number _____

Rate of Premium (\$/1,000) _____

Amount of Premium _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to _____ (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: **THERMAL WATER AND SEWER IMPROVEMENTS**, County of Riverside, California (hereinafter referred to as the "Public Work"); and

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof,

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE in the sum of _____ dollars, \$ _____, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the 18-month guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers, employees, and agents, as stipulated in the said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to Specifications.

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

Title _____
[Individual, Partner, Corporate Officer (Title)]

Title _____
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

Note: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

On _____, 20__, before me,
_____, personally
appeared _____,

On _____, 20__, before me,
_____, personally
appeared _____,

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.

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.

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.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Name and address of agent or representative
for service of process in California, if different
from above

Telephone number of Surety and agent or representative
for service of process in California

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

Signature

(Corporate Seal)

PAYMENT BOND
(California Public Work)
REQUIRED FORM

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated "Contractor" and "Principal"), a contract dated _____, for the Work described as follows: **THERMAL WATER AND SEWER IMPROVEMENTS**, County of Riverside, California (hereinafter referred to as the "Public Work Contract") and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Work Contract, providing that if said Contractor or any of his or its subcontractors shall fail to pay for any materials, provisions, provender, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and to any and all material men, persons, companies or corporations furnishing materials, provisions, provender and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the said Contractor, the sum of _____ dollars, \$ _____, said sum being not less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to file claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the Work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

Title _____
[Individual, Partner, Corporate Officer (Title)]

Title _____
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

Note: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

On _____, 20__, before me,
_____, personally
appeared _____,
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.

On _____, 20__, before me,
_____, personally
appeared _____,
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.

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.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Name and address of agent or representative
for service of process in California, if different
from above

Telephone number of Surety and agent or representative
for service of process in California

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

Signature

(Corporate Seal)

CONTRACT CERTIFICATE OF INSURANCE

OWNER OR CERTIFICATE HOLDER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

CONTRACTOR OR INSURED: _____

PROJECT: THERMAL WATER AND SEWER IMPROVEMENTS

ISSUE DATE: _____

This certificate is issued as a matter of information only and confers no rights upon the certificate holder; it does not alter, amend, or extend the coverage afforded by the policies listed below.

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
					Description	Furnished / Specified
Worker's Compensation and Employer's Liability					Statutory	Statutory
					Accident-Policy Limit	\$ _____ \$1,000,000
					Disease-Policy Limit	\$ _____ \$1,000,000
					Disease-Each Employee	\$ _____ \$1,000,000
Automobile Liability					Combined Single Limit	\$ _____ \$1,000,000
Business _____					Bodily Injury (per accident)	\$ _____ \$1,000,000
Commercial _____					Bodily Injury (per person)	\$ _____ \$1,000,000
					Property Damage	\$ _____ \$500,000
General Liability					General Aggregate*	\$ _____ \$2,000,000
Commercial _____					Each Occurrence*	\$ _____ \$1,000,000
Comprehensive _____						
Claims Made _____						
Occurrence _____						
Excess Liability						
Umbrella Form _____					Each Occurrence	\$ _____ \$ _____
Other Form _____					Aggregate	\$ _____ \$ _____
Course of Construction of Installation/Hoster						\$ _____ \$ _____
						TOTAL CONTRACT AMOUNT

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, _____, certify that I have authority to and hereby execute this certificate on behalf of the insurer(s) referenced above.

Date: _____ Signature: _____ Title: _____ Address: _____

Telephone: _____

See required Contract Insurance Endorsement

**CONTRACT INSURANCE ENDORSEMENT
(REQUIRED)**

Company names, policy numbers, effective and expiration dates, and furnished limits set forth in the Contract Certificate of Insurance identify applicable insurance policies in which coverage is provided for the named project. Policy of insurance listed in the Certificate of Insurance has been issued to the named insured by each indicated insurance company for the policy period indicated and, as of the date of the aforementioned certificate, is in full force and effect. The insurance afforded by each policy described therein is subject to all the terms, conditions, limitations, and exclusions of such policy.

Automobile liability insurance covers all owned, non-owned, borrowed, and/or hired vehicles used by or for the benefit of Contractor. General liability insurance covers premises and operations, products and completed operations, blanket contractual (oral and written), independent contractors, owners and contractors protective, and, if applicable to the Work, collapse, explosion and underground hazards. Excess liability insurance covers all automobile and general liability coverages. Course of construction insurance covers fire and lightning, extended coverage, and vandalism and malicious mischief.

With respect to automobile, general, and excess liability insurance, Owner, its officials, officers, managers, agents, engineers, employees, and volunteers are covered as additional insureds to the extent of the limits set forth in the Contract Certificate of Insurance, but only while acting in their capacities as such, for liability arising from or in connection with the performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier. With respect to course of construction or installation floater insurance, Owner is covered as additional insured. Insurer waives its rights of subrogation against the additional insureds.

Contractor's insurance is primary for additional insureds with respect to the performance of Contractor, those associated therewith, and those working thereunder, and any like insurance of Owner, its officials, officers, managers, agents, engineers, employees, and volunteers is excess and not contributing insurance with respect to insured claims under Contractor's policies. Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought.

Contractor's insurance will not be cancelled, reduced, suspended, terminated, or voided in coverage or limits [except for general liability where the general aggregate limit has been reduced by claim(s) in which case insurer will immediately notify Owner of reduction in general aggregate limit resulting from such claim(s)] unless thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Owner. Any failure to comply with reporting provisions of policies, including breaches of warranties, will not affect coverage provided to additional insureds.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, _____, certify that I have authority to and hereby execute this endorsement on behalf of the insurer(s) referenced below.

Date: _____ Signature: _____ Title: _____
Address: _____ Telephone: _____

Insurance policies to which this Contract Insurance Endorsement apply are as follows:

<u>Insurance Type</u>	<u>Insurance Company</u>	<u>Policy Number</u>	<u>Policy Effective Date</u>	<u>Policy Expiration Date</u>
Workers Compensation and Employers Liability	_____	_____	_____	_____
Automobile Liability	_____	_____	_____	_____
General Liability	_____	_____	_____	_____
Excess Liability	_____	_____	_____	_____
Course of Construction or Installation Floater	_____	_____	_____	_____

Use separate Contract Insurance Endorsement if required (copy as needed).

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF PAYMENT RETENTION**

This Escrow Agreement is made and entered into, by and between REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, whose address is 3403 Tenth Street, Suite 500, Riverside, California 92501, hereinafter called "Owner", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to California Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for THERMAL WATER AND SEWER IMPROVEMENTS in the amount of \$ _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between Owner and Contractor. Securities shall be held in the name of REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and shall designate Contractor as the beneficial Owner.

(2) Owner shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided Escrow Agent holds securities in the form and amount specified above.

(3) When Owner makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until such time as the escrow created under this contract is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering Escrow Account and all expenses of Owner. These expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

(5) Interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days written notice to Escrow Agent from OWNER of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

(8) Upon receipt of written notification from Owner certifying that the Contract is final and complete and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The Escrow Account shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from Owner and Contractor pursuant to Sections (5) to (8), inclusive, of this agreement, and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Contractor:

On behalf of Owner:

Title

Title

Name

Name

Signature

Signature

Address

Address

(11) At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers on the date first set forth above.

Contractor:

Owner:

Title

Title

Name

Name

Signature

Signature

Escrow Agent:

Title

Name

Signature

Address

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
3403 TENTH STREET, SUITE 500
RIVERSIDE, CA 92501

PAYMENT REQUEST NO. _____

DATE: _____

CONSTRUCTION OF
THERMAL WATER AND SEWER IMPROVEMENTS

W.O. 807-34.6 F/C

CONTRACTOR: _____

PAGE _____ OF _____

BY: _____

(Signature & Date)

FEDERAL TAX IDENTIFICATION NO. OR SOCIAL SECURITY NO: _____

ORIGINAL CONTRACT AMOUNT: \$ _____

ADJUSTED CONTRACT AMOUNT: \$ _____

BID ITEM OR CHANGE ORDER NO.	DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETED	AMOUNT COMPLETED
------------------------------------	-------------	--------------------	----------------------	---------------------

CONTRACT WORK

**CONDITIONAL RELEASE
FOR UNDISPUTED AMOUNTS PAID**

OWNER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

CONTRACTOR: _____

PROJECT: THERMAL WATER AND SEWER IMPROVEMENTS

Upon receipt of \$ _____ from Owner as final payment of undisputed Contract amounts relating to all labor, services, equipment, or material furnished to Owner on the above-referenced project, Contractor shall and hereby does waive and release any right to a stop notice, mechanic's lien, or any right against any payment bond on the project and hereby releases Owner from any and all claims related to the project except for the disputed work and the amounts set forth below:

DESCRIPTION OF DISPUTED WORK	DISPUTED AMOUNT
INITIAL IF NONE: _____	INITIAL IF NONE: _____

NOTE: Contractor shall describe disputed work and list disputed amount therefor (the difference between awarded work and claimed work).

**CONDITIONAL RELEASE
FOR UNDISPUTED AMOUNTS PAID
(continued)**

Contractor acknowledges that it has been advised by its attorneys concerning, and is familiar with, the provisions of California Civil Code Section 1542, which provides as follows:

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

Contractor, in that connection, acknowledges that it may have sustained damages, loss, cost, or expense that is presently unknown or unsuspected, and that such damages, loss, cost, or expense as may have been sustained, may give rise to additional damages, loss, cost, or expense in the future. Nevertheless, Contractor acknowledges that this Release has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code Section 1542 or under any other state or federal statutes or common law principle of similar effect.

Date: _____

Contractor

Name _____

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

Title _____
[Individual, Partner, Corporate Officer (Title)]

To Contract: Thermal Water and Sewer Improvements, dated _____

by and between: Redevelopment Agency for the County of Riverside (OWNER),

and: _____ (CONTRACTOR),

Contractor is hereby directed to make the following change in Contract Work:

Item No.	Description of Change	Decrease \$	Increase \$
Total Decrease in Contract Amount:		\$	
Total Increase in Contract Amount:			\$
Net Change in Contract Amount:		\$	
Contract Amount Prior to Change:		\$	
Contract Amount Adjusted for Change:		\$	

By reason of Change Order No. _____, time of completion shall be adjusted as follows: _____ calendar days. Adjusted Contract Completion Date shall be _____. All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by (Engineer) _____ Date: _____

Accepted by (Contractor) _____ Date: _____

Approved by (Owner) _____ Date: _____

Remarks _____

CONTRACT APPENDIX

1. Definitions

Wherever words or phrases defined here, or pronouns used in their stead, occur in any of the contract documents, they shall have the meanings here given:

- A. The word "Owner" shall mean the Redevelopment Agency for the County of Riverside, a corporate body and politic in the State of California, and shall include Owner's officers, agents, consultants, and employees acting within their authority.
- B. The word "Contractor" shall mean the successful bidder who is entering into this contract with the Redevelopment Agency of the County of Riverside, for the furnishing of the material, equipment, and/or services specified in this contract, and the legal representatives of said party, or the agent appointed to act for said party in the execution of the contract. Said party is referred to throughout the contract documents as if of the singular number and the masculine gender.
- C. The word "Engineer" shall mean the Registered Professional Engineer designated by Owner to give the Work general engineering supervision.
- D. The phrase "Owner Property" shall mean the Work site(s) upon which Contractor shall be required to perform under the contract including property owned in-fee by Owner or upon which it holds an appropriate lease, license, or encroachment permit.
- E. The phrase "Contract Documents" shall mean the Notice Inviting Bids, Bidding Documents including addenda or bulletins, executed Contract forms including, but not limited to, bonds, insurance, and endorsements, Contract Appendix, Special Requirements, Basic Specifications, Technical Specifications, and Contract Drawings including Construction and Standard Drawings.
- F. The word "Work" shall mean the construction to be performed pursuant to the Contract.
- G. The phrase "Liquidated Damages" as defined under Section 19 of this Contract Appendix shall be \$1,000.00 per day.
- H. The word "County" wherever used shall mean the Board of Supervisors of the County of Riverside, a political subdivision of the State of California, in which the Work is situated.

2. Authority of Owner

- A. Power of Decision. Owner shall decide every question regarding the interpretation of the Contract Documents or the true meaning or import of any provisions contained herein. A dispute which arises from Owner's final decision shall be submitted to independent arbitration, if mutually agreeable to the parties; otherwise by litigation in a court of competent jurisdiction.
- B. Access to Contractor's Plant. Owner shall at all times have immediate access to all parts of Contractor's plant(s) where the production of any equipment and/or material for delivery under this agreement is in progress and shall be afforded there, without charge to Owner, full facilities for determining that all said equipment and/or material is being produced so as to comply strictly with the Contract Documents.
- C. Access to the Work Site. Owner shall at all times have immediate access to the Work site and to all parts of Contractor's plant used in conjunction with work being performed hereunder on Owner property and shall be afforded there, without charge to Owner, full facilities for determining that all said work is being performed so as to comply strictly with the Contract Documents.

3. **Contract Document Priority**

In the event of any inconsistency between discrete portions of the Contract Documents, the following documents first listed shall govern over all other documents subsequently listed, according to the following priority:

- A. Contract Change Orders issued during the course of the Work.
- B. Addenda and Bulletins issued during the bidding process.
- C. Construction Drawings.
- D. Special Requirements.
- E. Technical Specifications.
- F. Basic Specifications.
- G. Standard Drawings as included or referenced.
- H. Contract Appendix, specifically the applicable provisions therein.
- I. Available or referenced reports.

4. **Contractor Responsibility**

- A. Legal Address. Contractor shall provide, at the end of Contractor's proposal herein, an address which shall be the place to which all notices, letters, and other communications to Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letter, or other communication to Contractor shall be deemed sufficient service thereof upon Contractor. The date of service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by Contractor and hand delivered to Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.
- B. License Classification. Pursuant to Section 7059 of the Business and Professions Code, Contractor (bidder) must have a license classification which is sufficient to permit him to perform a majority of the Work. The Owner has determined and set forth in the Notice Inviting Bids the class of license necessary for this project. If the bidder is a specialty contractor, the bidder is alerted to the requirements of the Business and Professions Code Section 7059.
- C. Cooperation with Owner. Contractor shall comply with all orders of Owner in regard to maintaining adequate progress, but neither the making of such demands nor the failure of Owner to make such demands shall relieve Contractor of his obligation to secure the quality of equipment and/or material and/or performance of work and the rate of delivery of said equipment and/or material and/or completion of work as stipulated in the Contract, and Contractor alone shall be responsible for the safety, efficiency, and adequacy of Contractor's plant, equipment, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.
- D. Examination of Site and Documents. Contractor acknowledges and warrants that he has examined the Contract Documents, and all available or referenced reports, and has visited and examined the delivery route(s) and the installation site for equipment and/or materials which he has agreed to supply herein, and/or the Work site upon which he has agreed to perform herein and is familiar with local conditions which may affect the manufacture and delivery of the said equipment and/or materials, and/or performance of said work, and that except as provided herein, he will make no claims for additional compensation over and above the quotations set forth in the Bidding Documents because of difficulties, real or anticipated.

Contractor is hereby advised that all available or referenced reports that are furnished to and are reviewed by Contractor are intended to provide general, not specific, information to assist Contractor in understanding the Work. These reports shall not be considered comprehensive, exhaustive, or conclusive; they shall be considered advisory only. Information contained in any available or referenced report shall not relieve Contractor of his obligation to perform the Work as specified herein.

Contractor is hereby advised that any available or referenced geological report that provides geotechnical data describing geologic conditions and material characteristics at the Work site shall not be considered a warranty of geologic conditions and material characteristics to be encountered in performing the Work. The geotechnical information shall be limited to and not extrapolated beyond the borings, excavations, holes, and pits constructed, examined, or used in the geotechnical investigation. Contractor shall determine, to his satisfaction, all geologic conditions which may affect the Work as specified herein and Contractor shall conduct all necessary geologic investigations to make that determination.

- E. Contractor to Furnish Information. Before erecting any construction plant, including sheeting, bracing, and other temporary structures upon property of Owner, Contractor shall furnish Owner with information and drawings of all such structures as may be required by Owner. Contractor shall furnish, and submit for approval, drawings and prints in such detail as may be required for articles, machinery, or fabricated materials entering into permanent construction, which are by the Contract Documents required to be furnished by Contractor. Once approved, said drawings and prints shall become property of Owner; however, such approval shall not operate to waive or modify any provision or requirement contained in the Contract Documents.
- F. Contract Documents. Contractor shall keep at the Work site the Contract Documents and shall at all times give Owner access thereto. Contractor shall check all dimensions and quantities contained in the Contract Documents and he shall notify Owner of any errors which are discovered by examining and checking said Contract Documents. He shall not take advantage of any error or omission in the Contract Documents. For those portions of the Contract Documents specifically describing the Work, Owner will furnish full instructions should such error or omission be discovered and Contractor shall carry out such instructions as if originally specified.
- G. Risk of Loss. Until by formal acceptance by Owner of the Work of Contractor hereunder either by furnishing equipment and/or materials or by performance of work, Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Contractor shall rebuild, repair, restore, replace, and make good all injuries or damages to any portion of that which he is to improve, provide, or complete hereunder occasioned by any of the above causes before completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the Federal Government and the public enemy, and only to the extent of five (5) percent of the Contract amount where such injuries or damages are proximately caused by an act of God (an earthquake in excess of magnitude 3.5 on the Richter Scale or a tidal wave) as defined in Public Contract Code Section 7105. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all equipment and/or materials then upon Owner property and shall properly store them, if necessary, and shall erect temporary structures where necessary in so doing. Nothing in this Contract shall be considered as vesting in Contractor any right of property in materials used after they have been attached or affixed to the Work or Owner property, but all such materials shall, upon being so attached or so affixed, become property of Owner.
- H. Copyrights and Patents. Contractor shall and does hereby hold and save Owner harmless from liability of any nature and kind, including costs and expenses, for or on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, manufactured, furnished, or used by him in the performance of this Contract, including use by Owner, unless otherwise specifically stipulated in this Contract.

I. Contractor's Personal Attention and Supervision. Contractor shall give his personal attention constantly to the faithful prosecution of the Work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the Work, continually during progress of any work hereunder upon Owner property, to receive directions or instructions from Owner.

J. Materials, Workmanship, and Tests. All materials furnished by Contractor shall be new and of the best quality for their particular use. Work shall be performed by skilled workmen fully qualified for their trade, and shall be subject to the approval of Owner.

Contractor shall submit to Owner samples, specimens, or test pieces of such materials to be furnished or used in the Work as Owner may require. All materials must be of the specified quality and equal to approved sample, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Contract Documents.

Contractor shall furnish, without cost to Owner, such quantities of concrete, concrete aggregates, and other construction material as may be required for test purposes and shall place at Owner's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship.

K. Laws and Regulations. Contractor shall keep himself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same in writing to Owner. He shall at all times himself observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of the Work; and shall protect and indemnify Owner and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, by his employee, or by a subcontractor. Except as otherwise explicitly provided elsewhere in the Contract Documents, all permits and/or licenses necessary for the prosecution of the Work shall be secured by Contractor at his own expense, and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the Work.

L. Removing Obstructions and Maintenance of Existing Improvements. When the Work hereunder involves performance upon Owner property, and when the proper completion of said Work requires their temporary or permanent removal, Contractor shall, at his own expense, remove, and without unreasonable delay temporarily or permanently replace or relocate in a workmanlike manner and to the satisfaction of Owner and of any other person or agency having jurisdiction, all water pipes, gas pipes, drainage lines, irrigation lines, sewer lines, pipelines, conduits, culverts, roads, driveways, fences, bridges, railroad tracks, wires, poles, towers, retaining walls, buildings, curbs, gutters, concrete walks, trees, shrubs, lawns, and all other improvements of whatsoever character not required by law to be removed by Owner thereof; and all such improvements temporarily removed shall be maintained until permanently replaced, all at Contractor's expense.

Where the Work is to be constructed in or adjacent to areas which have been improved by lawns, trees, shrubs, or gardens, Contractor shall remove such trees or plants as may be necessary for the prosecution of the Work and give them proper care and attention until the Work has been satisfactorily completed, after which Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit excavated materials on lawns during the process of construction, Contractor shall first lay burlap or canvas on the lawns to prevent contact between the excavated material and the lawns.

Unless otherwise indicated in the Contract Documents, all utility lines, conduits, wires, or structures shall be maintained by Contractor and shall not be disturbed, disconnected, or damaged by him during the progress of the Work, provided, that should Contractor in the performance of the Work disturb, disconnect, or damage any of the above, all expenses arising from such disturbance or in the replacement or repair thereof shall be borne by Contractor. However, in accordance with Section 4215 of the California Government Code, Contractor shall be compensated for costs of locating and repairing damage to main or trunkline utility facilities located on the Work site and for costs of operating equipment on the Work site necessarily idled during such work where Contractor has exercised reasonable care in removing or relocating utility facilities which are inaccurately indicated in the Contract Documents.

With regard to subsurface installations, Contractor shall, at least two (2) working days but no more than fourteen (14) calendar days before commencing any excavation on the Work, notify the regional notification center (i.e. Underground Service Alert) of its intent to excavate. Contractor shall also obtain from the regional notification center an inquiry identification number and maintain an active and valid inquiry identification number throughout the course of the Work. Contractor shall have the inquiry identification number validated and revalidated as necessary to have operators approximately locate their subsurface installations during the course of the Work. Contractor shall delineate with delineators or suitable markings, including white paint if appropriate, areas to be excavated. Following the approximate locations of subsurface installations, Contractor shall determine the exact locations of the subsurface installations by excavating with hand tools before using any power operated or power driven equipment within the approximate locations of the subsurface installations, except that power operated or power driven equipment may be used for the removal of existing pavement which does not contain any subsurface installations.

M. Hazardous Conditions. Contractor shall promptly notify Owner, in writing, of the following Work site conditions upon their discovery and before they are disturbed:

- 1) subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents; or
- 2) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work specified in the Contract Documents; or
- 3) material differing from that indicated in the Contract Documents which Contractor believes may be hazardous waste, as defined in Section 25117 of the California Health & 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.

Contractor's failure to provide written notification promptly on discovery and before disturbance shall constitute a waiver of all claims in connection therewith.

Upon such notification, Owner shall promptly investigate such conditions. If Owner finds that the reported conditions materially differ, or 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, Owner shall issue a change order pursuant to the procedures described in this Contract. Owner will advise Contractor in writing if such conditions do not warrant the issuance of a change order. If Contractor disagrees with Owner's determination, Contractor shall so advise Owner in writing.

In the event a dispute arises between Owner 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 specified by this Contract, but shall proceed with all work to be

performed under this Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

- N. Pursuant to Public Contract Code Section 6109, contractors or subcontractors who are ineligible to perform work on a public works project as determined by the Department of Industrial Relations pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code shall not perform any portion of the work contemplated herein. Any subcontract between the contractor and an ineligible subcontractor shall be void as a matter of law, and the ineligible subcontractor shall not receive any payment for performing such work. Any public money that has been paid to the ineligible subcontractor on the project shall be returned to the Owner. The contractor shall be responsible for the payment of wages to workers of an ineligible subcontractor who has been allowed to work on the project.

5. Contractor's Liability

Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, consultants, and representatives (the "Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Contractor shall defend at its sold expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to the Indemnified Parties as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the Indemnified Parties to the fullest extent allowed by law.

Contractor shall indemnify, defend, and hold Owner harmless from any and all claims, demands, fines, and penalties imposed or levied by any Federal, State, or local agency associated with or related to the taking (as defined by the United States Fish and Wildlife Service and, or the California Department of Fish and Game) of any protected animal or plant species or habitat by Contractor, subcontractors, or those associated with or working under Contractor.

Until final disposition of any claims, demands, fines, penalties, and suits made for such loss, damage, or take, Owner may retain as much from amounts still unpaid under the Contract as may be necessary to assure enforcement of this provision.

6. Safety

In accordance with generally accepted construction practices, Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of

the Work. Said requirement shall apply continuously and not be limited to normal working hours. Contractor's duty to preserve safety shall include, but not be limited to: placement and use of guards; erection and maintenance of temporary fences, bridges, railings and barriers; placement, maintenance, and operation of needed lights and signals; and all other precautions and measures required by applicable laws and regulations, including but not limited to those specified by Title 8 of the California Code of Regulations and enforced by the California Occupational Safety and Health Administration (Cal/OSHA).

Before excavating any earth or soil to a depth of five (5) feet or more, Contractor shall, pursuant to Labor Code Section 6705, submit to the Owner detailed drawings (hereafter referred to as excavation safety drawings) showing design of shoring, bracing, sloping, or other provisions to be made for worker, individual, or property protection. Said excavation safety drawings shall comply with OSHA Construction Safety Orders (Cal/OSHA or Federal OSHA, whichever is applicable at time of construction) and shall be prepared and certified by a registered civil or structural engineer, engaged by Contractor at his expense, who shall affix his signature and seal to each sheet of said excavation safety drawings. Contractor shall not excavate until the Owner has received and acknowledged properly certified excavation safety drawings. Contractor shall comply with all other applicable requirements of Labor Code Section 6705 and, as therein provided, no requirements of that Section shall be construed to impose tort liability on Owner or Owner's representatives, including Owner's Engineer.

Contractor shall advise Owner of intended use, production, or storage of all materials or substances which contain one (1) or more ingredients or components which are listed in the "Chemical Cross-Index", latest edition, published by the State of California Office of Environmental Protection, Office of Hazardous Materials Data Management, P.O. Box 2815, Sacramento, CA, 95812. In addition, Contractor shall furnish with other Contract submittal documents Material Safety Data Sheets (MSDS) for all said materials or substances which may be used, produced, or stored on the jobsite.

Any duty on the part of the Engineer to give general engineering supervision of Contractor's performance is not intended to and shall not include the review of the adequacy of Contractor's safety measures. Nothing herein shall relieve Contractor of his sole and complete responsibility for safety conditions on the jobsite.

Owner's project relationship may or may not include direct on-site observation of Contractor's work. Even if on-site observation is provided, continuous presence of Owner's representatives shall not be an obligation under this Contract and shall not be expected. Furthermore, no special training or knowledge in the specific area of safety engineering or safety practices shall be required or expected of Owner's representatives.

7. Trespass

Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by Contractor, his agents, employees, or subcontractors in the course of performance of the Work hereunder, whether said trespass was committed with or without the consent or knowledge of Contractor.

8. Bonds, Insurance, and Endorsements

Contractor shall furnish bonds issued in forms consistent with industry standards by United States Treasury authorized bonding companies as approved by Owner, prior to commencement of the Work hereunder.

Contractor shall 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 performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier and their agents, associates, representatives, and employees.

Contractor shall not commence work under this Contract until it has secured all specified and required insurance. Also, Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has secured similar insurance, as appropriate to the subcontract work, with limits no less than those specified for Contractor. Contractor shall be responsible for type and form of all subcontractor's

insurance for the benefit of Contractor and Owner. Further, Contractor shall be responsible to Owner for any deficiencies in subcontractor's insurance.

In accordance with Section 3700 of California Labor Code, Contractor shall, at its expense, (a) maintain adequate Workers' Compensation Insurance under the laws of the State of California for all labor employed by Contractor or any subcontractor, or (b) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such Workers' Compensation Insurance Laws. In addition, Contractor shall, at its expense, maintain Employer's Liability Insurance with limits of \$1,000,000 each for bodily injury by accident (each accident), bodily injury by disease (policy limit), and bodily injury by disease (each employee).

In addition to worker's compensation and employer's liability insurance, Contractor shall, at its expense, maintain in effect at all times during the performance of the Work at least the following, or equivalent, insurances and limits, unless otherwise specified in the Contract Certificate of Insurance set forth in the Contract Documents.

- A. Business or commercial automobile liability, with a combined single limit of \$1,000,000 per accident for bodily injury and property damage, covering all owned, non-owned, borrowed, and/or hired vehicles used by or for the benefit of Contractor.
- B. Commercial or comprehensive general liability, with an occurrence limit of \$1,000,000 and a general aggregate limit of \$2,000,000 for bodily injury, personal injury, and property damage, covering premises and operations, products and completed operations, blanket contractual (oral and written), independent contractors, owners and contractors protective, and, if applicable to the Work, collapse, explosion, and underground hazards.

Both the occurrence and general aggregate limits shall apply on a project basis.

- C. Excess or umbrella liability with coverage for automobile and general liability at limits sufficient to meet the specified insurance requirements set forth in the Contract Documents.
- D. Course of construction, ~~or alternatively, installation floater where permitted by Owner~~, with limits of liability equal to the full Contract amount. Course of construction insurance shall, at a minimum, cover perils of fire and lightning, extended coverage, vandalism and malicious mischief. It shall also cover perils of theft of installed and uninstalled materials and other perils if additionally specified in the Contract Certificate of Insurance and the Contract Insurance Endorsement.

With respect to the automobile, general, and excess liability insurance specified above, Owner, their officials, officers, managers, agents, engineers, employees, and volunteers shall be covered as additional insureds, but only while acting in their capacities as such, for liability arising from or in connection with the performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier. With respect to course of construction or installation floater insurance, Owner shall be covered as additional insured. Contractor's insurer(s) shall waive rights of subrogation against additional insureds.

Contractor's insurance shall be primary for all additional insureds with respect to the performance of Contractor, those associated therewith, and those working thereunder, and any like insurance of said additional insureds shall be excess and not contributing insurance with respect to insured claims under Contractor's policies. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

Contractor's insurance shall not be cancelled, reduced in scope, suspended, terminated, or voided in coverage, nor shall the limits of liability be reduced [except for reductions in the general aggregate caused by claim(s), in which case insurer shall immediately notify Owner of reduction in general aggregate limits

ATTACHMENTS FILED
WITH
THE CLERK OF THE BOARD