

PA-6 (Continued)

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
				OPERATORS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Painters			\$			
Plumbers			\$			
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
OTHER CLASSIFICATIONS				TRUCK DRIVERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
			\$			
			\$			
			\$			
			\$			

**SUBCONTRACTOR CERTIFICATION
FOR SECTION 3 COMPLIANCE**

(Housing and Community Development Act of 1968)

Project Title: _____ Amount of Subcontract _____

Subcontractor Name (Type/Print): _____

Address: _____

City: _____ State: _____ Zip: _____

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies one of the following:

_____ I am a sub-contractor for this project, and as a result of CDBG-funding, new
Initial Here employment opportunities have been created; therefore, in compliance with
Section 3, I will provide all necessary job descriptions and other information to
EDA as directed.

_____ There will be no new employment opportunities resulting from this
Initial Here subcontract.

Authorized Representative (Print/Type): _____

Signature: _____

Date: _____

**Addendum to HUD's
Federal Labor Standards Provisions
FORM 4010**

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the (the applicant, sponsor, or owner), as the case may be, for transmission to the County of Riverside – Economic Development Agency.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under *29 CFR 5.5(a)(3)(i)*, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired by contractor or subcontractors provided said payroll complies with *29 CFR 5.5(a)(3)(i)*. Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (applicant, sponsor, or owner), as the case may be, for transmission to the County of Riverside – Economic Development Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

Submittal of Photocopied Payrolls:

The submittal of photocopies or other automated duplication of the contractor's regular payrolls containing all of the required information pertinent to the CDBG-funded project is sufficient to satisfy the payroll data requirements pursuant to *29 CFR 5.5 (a)(3)(ii)(A)*.

GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISIONS

1.1 - Definitions GC-1
1.2 - Authorities and Limitations GC-3
1.3 - Legal Requirements GC-3
1.4 - Standard References GC-4
1.5 - Permits, Licenses, Fees & Taxes GC-4
1.6 - Separate Contracts GC-5
1.7 - Agency's Authorized Representative, Inspector(s) & Architect GC-5

ARTICLE 2 BONDS & INSURANCE..... GC-6

2.1 - Bids of \$25,000 or Less GC-6
2.2 - Bonds GC-6
2.3 - Insurance GC-7
2.4 - Indemnity and Hold Harmless GC-9

ARTICLE 3 SITE CONDITIONS GC-10

3.1 - Differing Site Conditions..... GC-10
3.2 - Site Investigation and Conditions Affecting the Work GC-11
3.3 - Dimensions and Measurements GC-11

ARTICLE 4 SPECIFICATIONS AND DRAWINGS GC-11

4.1 - General GC-11
4.2 - Summary of the Order of the Procedure GC-12
4.3 - Clarifications/Request for Information and Additional Instructions GC-13

ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS GC-14

5.1 - Shop Drawings, Product Data, Coordination Drawings and Schedules GC-14
5.2 - Samples GC-15
5.3 - Substitutions GC-16

ARTICLE 6 SCHEDULES GC-16

6.1 - Construction Schedule GC-16

ARTICLE 7 TIME, LIQUIDATED DAMAGES AND EXTENSIONS GC-17

7.1 - Time of Work GC-17
7.2 - Liquidated Damages GC-17
7.3 - Unavoidable Delays GC-17
7.4 - Request for Time Extension GC-18

ARTICLE 8 <u>PERFORMANCE</u>	GC-19
8.1 - Supervision & Construction Procedures	GC-19
8.2 - Supervision.....	GC-19
8.3 - Conduct of Work.....	GC-20
8.4 - Protection of Work & Property	GC-20
8.5 - Contractor's Responsibility For Work	GC-20
8.6 - Utilities	GC-21
8.7 - Working Hours	GC-21
8.8 - Material & Equipment.....	GC-22
8.9 - Layout of Work	GC-22
8.10 - Use of Premises	GC-22
8.11 - Operations & Storage	GC-23
8.12 - Heat/Power/Light	GC-23
8.13 - Cleaning Up	GC-23
ARTICLE 9 <u>SAFETY & HEALTH</u>	GC-23
9.1 - Accident Prevention	GC-23
9.2 - Sanitary Facilities	GC-24
9.3 - Responsibility for Compliance With Cal-OSHA	GC-24
9.4 - Toxic and Hazardous Materials and Waste	GC-24
ARTICLE 10 <u>AGENCY/COUNTY-FURNISHED PROPERTY</u>	GC-25
10.1 – Agency/County-Furnished Property	GC-25
ARTICLE 11 <u>BENEFICIAL OCCUPANCY</u>	GC-26
11.1 - Beneficial Occupancy	GC-26
ARTICLE 12 <u>INSPECTION AND TESTING</u>	GC-26
12.1 - Inspection and Testing	GC-26
12.2 - Inspection by Other Jurisdictions	GC-27
12.3 - Final Inspection and Tests	GC-28
ARTICLE 13 <u>ACCEPTANCE</u>	GC-28
13.1 - Acceptance of the Work	GC-28
ARTICLE 14 <u>WARRANTY AND GUARANTEES</u>	GC-28
14.1 - Contractor's Warranty and Guarantee	GC-28
ARTICLE 15 <u>ENVIRONMENTAL PROTECTION</u>	GC-29
15.1 - Dust Control	GC-29
15.2 - Excessive Noise	GC-30
15.3 - Pollution Control, Cleaning	GC-30
ARTICLE 16 <u>EMPLOYMENT PRACTICES</u>	GC-30
16.1 - Qualifications for Employment and Apprenticeship Standards	GC-30
16.2 - Wages & Records	GC-31
16.3 - Notice of Labor Disputes	GC-32
16.4 - Nondiscrimination	GC-33
ARTICLE 17 <u>SUBCONTRACTING</u>	GC-34
17.1 - Subcontractors	GC-34

17.2 - Relations of Contractor and Subcontractor	GC-34
17.3 - Subcontracts	GC-34
ARTICLE 18 <u>TAXES</u>	GC-35
18.1 - Sales and Payroll Taxes	GC-35
ARTICLE 19 <u>CHANGES IN THE WORK</u>	GC-35
19.1 - Change Order Work	GC-35
19.2 - Change Orders and Labor Rates Guidelines	GC-38
19.3 - Audit	GC-39
ARTICLE 20 <u>PAYMENT</u>	GC-40
20.1 – Progress Payments	GC-40
20.2 - Final Payment	GC-42
ARTICLE 21 <u>SUSPENSION OF WORK/TERMINATION</u>	GC-43
21.1 - Non-Compliance with Contract Requirements	GC-43
21.2 - Termination	GC-43
ARTICLE 22 <u>DISPUTES/CLAIMS</u>	GC-46
22.1 – Claims Resolution	GC-46
22.2 - Claim Format/Requirements	GC-47
22.3 – Notice of Third Party Claims.....	GC-48

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

THE CONTRACT DOCUMENTS - The Contract Documents consist of the Contract, the Performance Bond and Payment Bond and any other bond required by the Contract, the drawings, the specifications, addenda issued prior to execution of the Contract, and all modifications thereto.

THE CONTRACT - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents.

ACT OF GOD - An Act of God is an earthquake of magnitude 4.5 or greater on the Richter scale, flood, tornado, or other cataclysmic phenomenon of nature, or rain, snowstorm, windstorm, high water, or other natural phenomenon in excess of the normal as established by National Oceanic and Atmospheric Administration weather data.

ACCEPTANCE - Acceptance is when the Agency determines all of the Contract requirements have been completed. Execution of the Notice of Completion will signify acceptance. A copy of the Notice of Completion will be sent to the Contractor after execution by the Agency. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the Agency will initiate final settlement and payment.

ARCHITECT - The use of the term Architect shall mean the individual, partnership, corporation, association or joint venture contracted by the Agency for the design of this Work, as designated on the title sheet of these specifications and Contract Documents.

BENEFICIAL OCCUPANCY - This term refers to the right of the Agency to occupy all or any portion of the project prior to final Acceptance of the Work. Such occupancy does not constitute acceptance or completion by the Contractor of the Work or any portion thereof, nor will it relieve the Contractor of the responsibility for correcting defective work or materials found at any time before Acceptance of the Work.

AGENCY - The term Agency when used herein shall mean the Riverside County Redevelopment Agency.

CHANGE ORDER - A Change Order is the document issued by the Agency authorizing any change or adjustment to the Contract Documents in accordance with Article 19 of this Contract.

CONTRACT DRAWINGS - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the Agency and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor to the Agency during the progress of the Work, which are accepted by the Agency.

CONTRACTOR'S AGENT - The representative of the Contractor, approved by the Agency,

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvement – Phase 4

who shall be present at the Work and be authorized to receive and act upon instructions from the Agency and to execute and direct the Work on behalf of the Contractor.

CONTRACTOR - When used herein, Contractor means the prime or principal Contractor licensed to perform work in the State of California, including all joint ventures. References to subcontractor or others are only for convenience and all such references shall be considered to refer to the Contractor. The prime or principal Contractor shall be responsible for all subcontractors, and all subcontractors shall require their subcontractors to comply with the relevant provisions of the prime or principal contract.

CRITICAL PATH METHOD (CPM) - "Critical Path Method" is a schedule technique.

DAY - The use of "day" herein means calendar day and shall include every day including Saturdays, Sundays, and legal holidays.

DIRECTOR - The use of "Director" shall mean the Agency Director or Executive Director or designated representative.

INSTALL - When used herein, "install" shall mean the complete installation, in place, of any item, equipment or material.

MATERIAL - Material shall be construed to include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new.

NOTICE OF COMPLETION - The Notice of Completion ("NOC") shall be issued at that point in the Contract when the Contractor has completed all Work required in the Contract Documents. The time for issuance shall be determined by the Agency through a final inspection. The NOC shall be issued by the Board of Supervisors.

NOTICE TO PROCEED - The Notice to Proceed is the written notification from the Agency giving the Contractor notice to commence with the Work. The Notice to Proceed will specify the start date for the Work and the completion date.

REQUEST FOR INFORMATION - (RFI) The form and procedure established for communication between the Contractor and the Agency to clarify or interpret the Contract Documents.

REQUEST FOR QUOTATION - (RFQ) A document consisting of supplemental details, instruction, or information issued by the Architect, through the Agency, for the purpose of obtaining price quotations for possible changes in the Work.

SHALL - When used herein, "shall" means anything, which is mandatory to be performed by the Contractor.

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract

with Contractor or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

WORK - The term "Work" comprises the services and materials required by the Contract Documents, as may be amended, and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.2 AUTHORITIES AND LIMITATIONS

1.2.1 The Board of Directors alone have the power to bind the Agency and to exercise the rights, responsibilities, authorities, and functions vested therein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them.

1.2.2 Neither the Contract, nor any part thereof, nor moneys due or to become due there under may be assigned by the Contractor without the prior written approval of the Agency, with the exception of the assignments to Agency which may be required under the terms of this Contract.

1.3 LEGAL REQUIREMENTS

1.3.1 Contractor shall keep informed of, and comply with, all federal, state and Agency laws, ordinances, rules, and regulations applicable to the Work or to those engaged or employed in the Work of this Contract, especially (but not limited to) those laws relating to hours of employment, prevailing wages, payment of wages, sanitary and safety conditions for workers, workers' compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Failure to identify a specific provision in these Contract Documents shall not excuse the Contractor from complying with such applicable statutory requirements.

1.3.2 If conflict arises between provisions of the Contract Documents and any such laws, rules, or regulations, the Contractor shall notify the Agency at once in writing. If, before receiving clarification, Contractor performs any portion of the Work affected by such apparent conflict, such performance shall be at Contractor's own risk. Contractor shall not be entitled to any additional compensation or time by reason of the conflict or its later correction.

1.3.3 All work and materials shall be in full accordance with the latest applicable (or otherwise noted) codes, rules, and regulations including, but not limited to, the following:

- Uniform Building Code
- Uniform Plumbing Code
- Uniform Mechanical Code
- Uniform Fire Code
- State Fire Marshal
- State Industrial Accident Commission's Safety Orders
- Rules of Local Utilities
- Imperial Irrigation District Standards and Special Provisions
- Coachella Valley Water District – Standard Specification for the Construction of Domestic Water Systems

Coachella Valley Water District – Standard Specification for the Construction of Domestic Sanitary Systems
Rules of Local Utilities

1.3.4 Nothing in the specifications is to be construed to permit work not conforming to the above, and expense incurred complying with the above shall be borne by the Contractor. Whenever the specifications and working details require higher standards than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

1.3.5 In submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the contractor and/or subcontractor do offer and agree to assign the Agency 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 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

1.4 STANDARD REFERENCES

1.4.1 All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards, and specifications) which are cited in this Contract for the purpose of establishing technical (non-administrative) requirements applicable to equipment, materials, or workmanship under this Contract, shall be deemed to be incorporated herein as though fully set forth.

1.4.2 Whenever reference is made to any particular document or publication, the Contractor shall comply with the requirements set out in the edition specified in this Contract, or if not specified, the latest edition or revision thereof, in effect on the date of the solicitation of bid on this project, except as modified by, as otherwise provided in, or as limited to type, class, or grade, in the specifications of this Contract.

1.5 PERMITS, LICENSES, FEES & TAXES

1.5.1 AGENCY'S RESPONSIBILITIES

- a. The Agency will apply for all plan checks and will apply for and obtain the Building Permit(s), the Grading Permit and Construction Permits required by the Agency, paying all fees in connection therewith.
- b. The Agency will furnish, at no expense to the Contractor, all on-site inspection of the Work and will arrange and pay for off-site inspection only as noted in the Contract Documents.

1.5.2 CONTRACTOR'S RESPONSIBILITIES

- a. The Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the Agency.

- b. Exclusive of off-site inspection specified herein to be the Agency's responsibility, the Contractor shall arrange and pay for all off-site inspection of the Work, including certification, required by the specifications, drawings, or by governing authorities.
- c. Before Acceptance of the project by the Agency, the Contractor shall submit all licenses, permits, and certificates of inspection to the Agency.

1.6 SEPARATE CONTRACTS

1.6.1 The Agency reserves the right to perform work related to this project with its own forces, and to award separate contracts in connection with other portions of the project or other work on the site. The Contractor shall cooperate with others in the prosecution of all work and shall not interfere with material, appliances or workers of the Agency or any other contractor engaged by the Agency at the site of the Work. In case of disagreement regarding such use, the matter shall be referred to the Agency whose decision relative to said use shall govern.

1.6.2 The Contractor shall afford the Agency and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work with theirs.

1.6.3 If any part of the Contractor's Work depends for proper execution or results upon the work of the Agency or any separate contractor, the Contractor shall inspect and promptly report to the Agency any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Agency's or the separate contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

1.6.4 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, if both will so settle. If such separate contractor sues the Agency because of any damage alleged to have been so sustained, the Contractor agrees to indemnify and defend the Agency in such proceedings with the Agency retaining the right to select and hire independent counsel for the Agency paid by the Contractor.

1.6.5 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

1.7 AGENCY'S AUTHORIZED REPRESENTATIVE, INSPECTOR(S), & ARCHITECT

1.7.1 AUTHORIZED REPRESENTATIVE

The Agency shall designate a representative during the Work, who shall have the right to be present at the job site during construction and shall supervise any additional representatives appointed by the Agency.

1.7.2 INSPECTOR(S)

The Inspector(s) shall have the right to observe the installation of all materials and equipment to be incorporated into the Work and the placing of such material and equipment to determine in general if the Work is proceeding in accordance with the Contract Documents. The Inspector(s) is not authorized to make changes in the Contract Documents. On the basis of his observations, he shall keep the Agency informed as to the progress of the Work. The Inspector shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the inspector be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.7.3 ARCHITECT

- a. The Agency has retained an Architect for this project. The Architect will advise and consult with the Agency, and the Agency will issue instructions to the Contractor. The Architect will be requested to interpret the requirements of the Contract. When requested by the Agency, the Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of the Work.
- b. The Architect will make periodic visits to the job site to become generally familiar with the progress and quality of the Work and to determine in general whether the work is proceeding in accordance with the Contract Documents. Based on such observations, Architect will recommend approval of applications for progress payments made by Contractor. The Architect shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the Architect be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE 2 BONDS AND INSURANCE

2.1 BIDS OF \$25,000 OR LESS

2.1.1 If the total amount bid on the Work is \$25,000 or less, the payment bond and performance bond are not required, provided that one payment of all compensation shall be made following Acceptance of all work.

2.2 BONDS

2.2.1 GENERAL REQUIREMENTS

- a. Before commencing any Work under this Contract, the Contractor shall file four of each bond with the Agency. These bonds shall be in the amounts and for the purposes specified below. They shall be surety bonds issued by:
 - (1) Either a California Admitted Surety OR a current Treasury Listed Surety (Federal Register).

And

(2) 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.

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

2.2.2 PERFORMANCE BOND

The successful bidder shall deliver to the Agency an executed Performance Bond on the attached form in an amount equal to 100% of the accepted bid as security for the faithful performance of the Contract.

2.2.3 PAYMENT BOND

The successful bidder shall deliver to the Agency an executed Payment Bond on the attached form in an amount equal to 100% of the accepted bid as security for the payment of all persons performing labor and furnishing materials in connection with the Work.

2.3 INSURANCE

2.3.1 GENERAL REQUIREMENTS

2.3.2 WORKERS' COMPENSATION INSURANCE

Contractor shall secure Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the Agency Pursuant to Section 3700 of the Labor Code of the State of California, Contractor shall file with the Agency before commencing the Work the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Contract."

2.3.3 COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of CONTRACTOR'S operations, use, and management of the premises, or the performance of its obligations hereunder. Policy shall name the Agency—it's Directors, Officers, special Districts, Board of Directors, Board of Supervisors, employees, agents or representatives as Additional

Insured, and contain a Waiver of Subrogation in favor of the Agency. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.

2.3.4 VEHICLE LIABILITY:

If CONTRACTOR'S vehicles or licensed mobile equipment are used on Agency property, or used in any manner on behalf of the Agency, CONTRACTOR shall maintain auto liability insurance for all owned, non-owned and hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit, \$2,000,000 in the aggregate. Policy shall name the Agency, its Director's Officers, Special Districts, Board of Directors, Board of Supervisors, employees, agents, or representatives as Additional Insured, and provide a Waiver of Subrogation in favor of the Agency.

2.3.5 PROPERTY (PHYSICAL DAMAGE):

All-Risk property insurance coverage for the full replacement value of all CONTRACTOR'S equipment, improvements/alterations, temporary structures, and systems (Care, Custody, and Control of CONTRACTOR) used on AGENCY property, or used in any way connected with the accomplishment of the Work performed in this contract.

2.3.6 COURSE OF CONSTRUCTION INSURANCE

CONTRACTOR shall provide All Risk Builder's Risk (Course of Construction) insurance, including earthquake and flood if in an earthquake or flood zone (required on financed or bond financing arrangements), covering the AGENCY, the CONTRACTOR and every subcontractor of every tier for the entire project including property to be used in the construction of the project while such property is at off site storage locations or while in transit. Policy shall include coverage for collapse, faulty workmanship, debris removal, expediting expense, Fire Department Service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the CONTRACTOR or others, evidence of such separate coverage shall be provided to AGENCY prior to the start of the work. Policy shall be written on a completed value form. Policy shall also provide coverage for temporary structures (onsite offices, etc.), fixtures, machinery and equipment being installed as part of the construction project. (The Base Bid including course of construction insurance shall be used for determination of lowest bid, unless otherwise stated in the bid form.)

CONTRACTOR shall provide a bid price with Course of Construction insurance as outlined herein, and shall also separately provide the cost of the Course of Construction insurance and deductible; and shall declare all terms, conditions, coverages and limits upon request of AGENCY. AGENCY RETAINS THE RIGHT TO CHOOSE TO USE ITS OWN COURSE OF CONSTRUCTION PROGRAM. If the AGENCY program is chosen, CONTRACTOR shall assume the cost of any and all applicable policy deductibles (currently \$50,000 per occurrence), and shall insure its own machinery, equipment, tools, etc., from any loss of any nature whatever. If AGENCY elects the CONTRACTOR'S All Risk Builder's Risk Program, CONTRACTOR shall be responsible for any and all policy deductibles.

2.3.7 GENERAL INSURANCE PROVISION – ALL LINES:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the

State of California unless waived, in writing, by the Agency Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the Agency Risk Manager. At the election of the Risk Manager, carriers shall provide written notification, and shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If no written notice is received from the Agency Risk Manager within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

b. Cause its insurance carrier(s) to furnish the Agency with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the Agency Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The Agency, its Director's and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as Additional Insureds. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the Agency prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the Agency receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not take possession, or use the Premises, or commence operations under this Agreement until the Agency has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.**

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the AGENCY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. The Agency's Reserved Rights-Insurance. The Agency reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof-if in the Agency Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR becomes inadequate.

d. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.

2.4 INDEMNITY AND HOLD HARMLESS

2.4.1 CONTRACTOR agrees to and shall indemnify and hold the AGENCY-its officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of CONTRACTOR, its employees, agents, invitees, or any subcontractor of CONTRACTOR relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the AGENCY or any officer or employee of said AGENCY, other than the sole active

negligence or willful misconduct of AGENCY-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity CONTRACTOR agrees to protect and defend at its own expense, including attorneys' fees the AGENCY-its Directors and Officers, Specials Districts, Board of Directors, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.

2.4.2 If any such claim, action, or proceeding is brought against Agency or Agency's officers, agents, employees, or independent contractors, Contractor, upon notice from Agency, shall defend the same at Contractor's expense by counsel satisfactory to Agency.

2.4.3 Agency shall promptly notify Contractor of any claim, action, or proceeding against Agency or Agency's officers, agents employees, independent contractors, and consultants relating to the performance, or omission to perform, any term or condition of this Contract. Agency shall cooperate fully in the defense of such claim, action, or proceeding.

2.4.4 Agency shall not be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the Agency.

ARTICLE 3 SITE CONDITIONS

3.1 DIFFERING SITE CONDITIONS

3.1.1 The Contractor shall have reviewed and ascertained pertinent local conditions such as location, accessibility, and general character of the site and become satisfied as to the conditions under which the Work is to be performed. No claim for allowances shall be made because of Contractor's error or negligence in becoming sufficiently acquainted with the conditions at the site.

3.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Agency. The Contractor shall promptly report in writing to Agency any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements observed by Contractor.

3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining the written consent of Agency, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

3.1.4 The Agency will furnish surveys necessary to properly locate the property and establish the boundaries thereof with general reference points as well as to enable the Contractor to proceed with the Work.

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

3.1.6 The Contractor shall protect and preserve established bench marks and monuments and shall make no changes in locations without the written approval of the Agency. Any bench marks or monuments that are lost or destroyed shall be replaced by the Contractor subsequent to notification and approval from Agency.

3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

3.2.1 The Contractor acknowledges by submission of project bid that Contractor is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work deemed necessary by the Contractor. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency.

3.3 DIMENSIONS AND MEASUREMENTS

3.3.1 All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place, shall be verified and calculated by the Contractor by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the Agency before any work affected thereby has been performed. Failure to notify the Agency before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, Agency shall determine the correct dimensions.

ARTICLE 4 SPECIFICATIONS AND DRAWINGS

4.1 GENERAL

4.1.1 SUBDIVISIONS

For convenience, the specifications are arranged into several sections, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and subcontractors. Requirements contained in any section are required as if contained in all sections and are the responsibility of the Contractor. The Contractor, prior to awarding subcontracts, will assure the Work required as a whole has been coordinated among the subcontracts.

4.1.2 RECORD DOCUMENTS

- a. The Contractor shall keep on the Work site a copy of the awarded construction documents (drawings and specifications) and shall at all times give the Agency and Architect access thereto.
- b. The Contractor will be given one set of drawings and specifications which shall be kept at the site of the Work at all times and updated weekly. Payment may be withheld if drawings are not kept current. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensions provided upon these drawings, and all changes in

materials and equipment installed shall be indicated in these specifications. Upon completion and prior to Acceptance of the Work, a final reproducible (transparencies) set of project record documents and specifications shall be submitted to the Agency by the Contractor. Agency will furnish a set of reproducibles.

- c. The working details will indicate dimensions, position, and kind of construction, and the specifications, qualities, and methods. Any Work indicated on the working details and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar work that is detailed, marked, or specified.
- d. In case of discrepancy in the documents, the matter shall be promptly submitted to the Agency, who shall make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Agency shall furnish from time to time such detailed information as considered necessary to clarify the Work.
- e. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.
- f. Standard details or specification drawings are applicable when listed, bound with specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.
- g. All drawings, specifications and copies thereof furnished to the Contractor are the property of the Agency and shall not be used on other work without its consent. Upon completion of this project, all copies of the drawings and specifications shall be returned to the Agency.

4.2 SUMMARY OF THE ORDER OF THE PROCEDURE

4.2.1 In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

- 1) Modifications or changes last in time are first in precedence.
- 2) Addenda.
- 3) Agency-Contractor agreement.
- 4) General Conditions except for specific modifications thereto stated in the Supplementary Conditions.
- 5) Supplementary Conditions.
- 6) Division One Specifications.
- 7) Division Two through Sixteen Specifications.
- 8) Drawings - as between figured dimensions given on drawings and the scaled measurements, the figured dimension shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern.
- 9) Structural drawings
- 10) Architectural drawings.
- 11) As between detailed drawings and typical details bound within the specifications, the detailed drawings govern.
- 12) In the event provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive

- and higher quality shall govern.
- 13) Schedules shown on the drawings take precedence over conflicting information given on other drawings.
 - 14) Mechanical drawings.
 - 15) Electrical drawings.

4.3 CLARIFICATIONS/REQUEST FOR INFORMATION AND ADDITIONAL INSTRUCTIONS

4.3.1 NOTIFICATION BY CONTRACTOR

- a. Should Contractor discover what he perceives to be conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then, before proceeding with the work affected, Contractor shall notify Agency's authorized representative in writing, and request interpretation, clarification, or additional detailed information concerning the work. The Contractor shall ask for the clarification (Request for Information) immediately upon discovery but no less than 14 calendar days prior to the start date of the activities related to the clarification, based on the latest updated version of the accepted Progress Schedule. Agency, whose decision shall be final and conclusive, shall resolve such questions and issue instructions to Contractor. Should Contractor proceed with work affected before receipt of instructions from Agency, Contractor shall remove and replace or adjust work which is not in accordance with the instructions from Agency and shall be responsible for resultant damage, defect or added cost. In event of failure to agree as to scope of Contract requirements, Contractor shall follow the procedure set forth in the DISPUTES article.
- b. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract Documents for potential conflicts, omissions, discrepancies or ambiguities.
- c. Agency may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the Agency to be unnecessary.

4.3.2 ADDITIONAL DETAILED INSTRUCTIONS

- a. The Agency may furnish additional detailed written instructions on any Request for Information to further explain the Work. If in the opinion of Contractor, the additional detailed instructions constitute work in excess of the scope of the Contract, he must submit written notice thereof immediately to the Agency, but no later than seven (7) calendar days following receipt of such instruction(s), and in any event prior to commencement of work thereon. The Contractor shall not be entitled to additional compensation due to any additional instructions unless the Contractor shall have given the appropriate written notice. Agency will then consider such notice and, if in its judgment it is justified, the Agency instructions will be revised or extra work shall be authorized by Change Order. In the event of a dispute hereunder, attention is directed to the DISPUTES article.

ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS

5.1 SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS AND SCHEDULES

5.1.1 Shop drawings are drawings submitted to the Agency by the Contractor showing detail of the proposed fabrication and assembly of structural elements and the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, fabrication, erection and setting drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, and performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract. The Agency may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this Contract.

5.1.2 The Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with Contract requirements, and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Agency without evidence of the Contractor's approval shall be returned for resubmission. The Architect will indicate review for compliance of the shop drawings, and if not in compliance as submitted, shall indicate the reasons therefore. Any work done before such review shall be at the Contractor's risk. Review by the Architect shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with paragraph 5.1.3.

5.1.3 If shop drawings show any variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation, no change in time or price will be allowed for Contractor changes. Should the Architect make changes on the shop drawings which affect time and/or cost, the Contractor will immediately notify the Agency with a Request for Information. If the Contractor fails to issue the Request for Information within seven (7) calendar days from receipt of the returned shop drawing, the Contractor shall have waived his right to any potential Change Order.

5.1.4 The Contractor shall submit shop drawings, coordination drawings, and schedules for review as required by the Contract Documents. The Contractor will provide a submittal schedule listing all shop drawings and submittals, the submission dates by the Contractor, and return dates from the Architect. This schedule will be provided fourteen (14) calendar days after the Notice to Proceed.

5.1.5 Shop drawings and schedules, other than catalogs, pamphlets, and similar printed material, shall be submitted with one reproducible plus one copy.

5.1.6 Each shop drawing or coordination drawing shall have a blank area 4 by 4 inches located adjacent to the title block. The title block shall display the following:

- 1) Number and title of drawing
- 2) Date of drawing or revision
- 3) Name of project building or facility
- 4) Name of Contractor and (if appropriate) name of subcontractor submitting drawings
- 5) Clear identity of contents and location on the work
- 6) Project title and project number

7) Submittal number

5.1.7 Unless otherwise provided in this Contract or otherwise directed by Agency, shop drawings, coordination drawings, and schedules shall be submitted to the Architect with a letter, sufficiently in advance of construction requirements to permit no less than twenty (21) calendar days for checking and appropriate action.

5.2 SAMPLES

5.2.1 After the award of the Contract, the Contractor shall deliver samples required by the specifications to the Agency for approval. The Contractor shall prepay any shipping charges. Any materials or equipment for which samples are required shall not be used in the Work until reviewed by Agency.

5.2.2 Each sample shall have a label indicating:

- 1) Name of project building or facility, project title, and project number.
- 2) Name of Contractor and, if appropriate, name of subcontractor.
- 3) Identification of material or equipment with specification requirement.
- 4) Place of origin.
- 5) Name of manufacturer and brand (if any).
- 6) Identify by specification section.

5.2.3 Samples of finished materials shall have additional markings that will identify them in reference to the finish schedules.

5.2.4 The Contractor shall mail a letter in triplicate under separate cover submitting each shipment of samples and containing the information required in paragraph 5.2.2. Contractor shall enclose a copy of this letter with the shipment and send a copy to the Agency representative on the project. Approval of a sample shall be only for the characteristics or use named in such review and shall not be construed to change or modify any Contract requirement. Substitutions will not be permitted unless they are approved under paragraph 5.3.

5.2.5 Approved samples not destroyed in testing will be sent to the Agency. Approved samples of hardware in good condition will be marked for identification and may be used in the Work. Materials and equipment incorporated in the Work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

5.2.6 Failure of any material to pass the specified tests will be sufficient cause for refusal to consider any further samples of the same brand or make of that material or equipment under this Contract.

5.2.7 Samples of various materials or equipment delivered on the site or in place, may be taken by the Agency for testing. Samples failing to meet Contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met Contract requirements, or there shall be a proper adjustment of the Contract price as determined by the Agency.

5.2.8 Unless otherwise specified, when tests are required, only one test of each sample proposed for use will be made at the expense of the Agency. Samples which do not meet specification requirements will be rejected. Requests for testing of additional samples by Contractor may be made by the Agency at the expense of the Contractor.

5.3 SUBSTITUTIONS

5.3.1 Wherever the name, or brand, or manufacturer of an article is specified in the Contract Documents, it is used as a measure of quality and utility or a standard. Except in those instances where the product is designated to match others presently in use, specifications calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may propose any equal material, product, thing or service in their bid. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall list definite particulars of that which he considers equivalent to the specified item in his bid. The Contractor shall have thirty-five (35) days after the award of the Contract for submission of data substantiating substitution of "equal" items. The Agency will then determine whether or not the proposed name brand or article is equal in quality and utility to that specified in the Contract Documents, and its written decision shall be final.

5.3.2 No proposal will be considered unless accompanied by complete information and descriptive data necessary to determine the equality of the offered materials, articles, or equipment. Samples shall be provided when requested by the Agency.

5.3.3 The burden of proof as to the comparative quality or suitability of the offered materials, articles, or equipment shall be upon the Contractor. The Agency shall be the sole judge as to such matters. In the event that the Agency rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name in the specifications shall be furnished.

5.3.4 The Agency will examine Contractor's submittals with reasonable promptness. Return of the submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify, in his letter of transmittal, material deviations from the Contract Documents shall void the submittal and any action taken thereon by the Agency. When specifically requested by the Agency, the Contractor shall resubmit such shop drawing(s), descriptive data, and samples as may be required.

5.3.5 If any mechanical, electrical, structural, or design revisions are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract Documents, such changes shall not be made without the consent of the Agency's authorized representative, and shall be made without additional cost to the Agency, such costs, including the fees of the Architect, to be borne by the Contractor.

ARTICLE 6 SCHEDULES

6.1 CONSTRUCTION SCHEDULE

6.1.1 The Contractor shall prepare and submit to the Agency a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor

contemplates starting and completing the salient features of the work (including acquiring materials and equipment). The schedule shall be in the form of a CPM (critical path method) schedule, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. The scheduled completion date shall be the same as the contractual completion date, for the initial schedule and subsequent updates. Any proposed early completion date shall show the difference between that date and the contract completion date as Float, which shall belong to both the Agency and Contractor.

6.1.2 If, in the opinion of the Agency, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the Agency. The Contractor shall submit any supplementary schedule or schedules in CPM form as the Agency deems necessary to demonstrate how the approved rate of progress will be regained.

6.1.3 All schedule updates must accurately reflect the as-built schedule. There shall be no change to the Critical Path without the Agency's written consent.

ARTICLE 7 TIME, LIQUIDATED DAMAGES AND EXTENSIONS

7.1 TIME OF WORK

The Contractor shall commence work on this project immediately upon receipt of the written Notice to Proceed and shall perform the work diligently to completion within the number of calendar days specified in the Contract. Neither site access nor physical work shall be commenced before the Contract is fully executed, and bonds, insurance and the schedule are submitted as required by the Contract Documents. No work shall be done on Saturday, Sunday and holidays and no work shall be performed outside of normal working hours without the prior written consent of the Agency, unless required by these Specifications. See: Working Hours.

7.2 LIQUIDATED DAMAGES

If the Work is not completed within the time required, damage will be sustained by the Agency. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which Agency will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to Agency the sum of \$1,000.00 per day for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the Agency may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

7.3 UNAVOIDABLE DELAYS

7.3.1 TIME EXTENSION

- a. The Contractor will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays which may result through causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.
- b. If the Contractor is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract change

orders, during such extension of time liquidated damages shall not be charged to the Contractor.

- c. Unavoidable delays within the meaning of this section shall be those caused by Acts of God or of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.
- d. Delays in the performance of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

7.3.2 WEATHER

Inclement weather shall not be a prima facie reason for granting a time extension. The Contractor shall make every effort to continue work under prevailing conditions. However, if the inclement weather prevents the Contractor from beginning at the usual starting time, or prevents the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current Critical Path activities (shown on the most current, and accepted schedule update) for a period of at least five (5) hours, and the crew is dismissed as a result thereof, the Agency will designate such time as unavoidable delay and grant a one (1) calendar day, non-compensable, time extension.

7.3.3 NOTICE OF DELAYS

- a. Whenever the Contractor foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the Contractor shall notify the Agency in writing of such delay and its cause, in order that the Agency may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.
- b. After the completion of any part or the whole of the Work, the Agency, in calculating the amount due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the attention of the Agency at the time of their occurrence and found by the Agency to have been unavoidable as substantiated by a change order. The Contractor shall make no claims that any delay not called to the attention of the Agency at the time of its occurrence has been an unavoidable delay.

7.4 REQUEST FOR TIME EXTENSION

7.4.1 In the event the Contractor requests an extension of contract time for unavoidable delay, justification shall be submitted no later than seven (7) calendar days after the initial occurrence of any such delay. When requesting time for proposed change orders, the request(s) must be submitted with the proposed change order with full justification. If the Contractor fails to submit justification he shall waive his right to a time extension at a later date. Justification must be based on the currently accepted contract schedule as updated at the time of occurrence of delay or execution of work related to any change(s) in the scope of work. The justification must include a schedule, including, but not limited to, the following

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information:

- a. The duration to perform the activity relating to the change(s) in the work and the resources (workers, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical activity ties to the contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay.

7.4.2 The Agency, after receipt of such justification and supporting evidence, shall make its finding of fact. The Agency's decision shall be final and conclusive and the Agency will advise the Contractor in writing of such decision. If the Agency finds that the Contractor is entitled to any extension of Contract time, the Agency's determination as to the total number of days of extension shall be based upon the latest updated version of the approved contract schedule.

7.4.3 In the event the Contractor disagrees with the Agency's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 8 PERFORMANCE

8.1 SUPERVISION & CONSTRUCTION PROCEDURES

8.1.1 The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, project safety, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, in accordance with the provisions of the Contract Documents.

8.1.2 The Contractor shall be responsible to the Agency for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor.

8.1.3 The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the Agency.

8.2 SUPERVISION

8.2.1 Within seven (7) days after the Notice to Proceed, the Contractor shall provide to the Agency an organization chart outlining key job personnel. The Contractor will also provide a Letter of Authority or Corporate Resolution for the individual(s) authorized to sign documents on its behalf, i.e., payment requests, change orders, inspection reports, etc.

8.2.2 The Contractor shall employ, during the progress of the Work, a competent Project Superintendent and any necessary assistants, as approved by the Agency. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of Agency, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in Contractor's employ. The Agency shall be notified immediately of any new Superintendent appointed to the Work and the Contractor shall submit qualifications for approval. The Superintendent shall represent the Contractor and

all directions given to Superintendent shall be as binding as if given to the Contractor.

8.2.3 The Agency shall be supplied at all times with the name and telephone number of a person in charge of or responsible for the Work, who can be reached for emergency work twenty-four (24) hours a day, seven (7) days a week.

8.3 CONDUCT OF WORK

8.3.1 In connecting one kind of work with another, marring or damaging same will not be permitted and, in the event such occurs, shall be corrected by the Contractor at its cost prior to acceptance by the Agency. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good by the Contractor without expense to Agency.

8.4 PROTECTION OF WORK & PROPERTY

8.4.1 The Contractor shall continuously maintain adequate protection of the Work from damage and shall protect the Agency's property from injury or loss in connection with this Contract. He shall make good any such damage, injury, or loss, except what may be directly due to errors in the Contract Documents or caused by agents or employees of the Agency. He shall adequately protect adjacent property as provided by law and the Contract Documents.

8.4.2 The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract.

8.4.3 The Contractor shall protect from damage all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails to repair the damage promptly, the Agency may have the necessary work performed and charge the cost to the Contractor.

8.5 CONTRACTOR'S RESPONSIBILITY FOR WORK

8.5.1 Until Acceptance of the Work by the Agency, Contractor shall have the charge and care thereof and shall bear risk of injury or damage to any part of the Work by action of the elements. If a separate Contractor sues the Owner, on account of any loss so sustained, the Agency shall notify the Contractor, who shall indemnify and hold harmless the Agency against any expenses, or judgment arising therefrom.

8.5.2 Contractor, at its cost, shall rebuild, repair, restore and make good all damages from the elements to any portion of the Work occasioned by such causes before its Acceptance.

8.5.3 No advertising of any description will be permitted in or about the Work, except by order of the Agency.

8.5.4 Contractor shall not create or permit the continued existence of any nuisance in or about the Work.

8.6 UTILITIES

8.6.1 Unless otherwise provided for under separate sections herein, Contractor will arrange all water, gas, and electricity required for construction purposes until acceptance of the Work. Contractor shall pay for such services unless otherwise specifically noted.

8.6.2 Utilities shall not be interrupted except with the approval of the Agency. A two (2) work day written notice is required prior to any and all interruptions. Interruptions shall be scheduled so as to minimize duration and disruption to existing operations.

8.6.3 a. The Contractor shall send notices, make all necessary arrangements, and perform all other services required in the care and maintenance of all public utilities

b. Enclosing or boxing in, for protection of any public utility equipment, shall be done by the Contractor. Upon completion of the Work, the Contractor shall remove all enclosures, and leave in a finished condition.

c. All connections to public utilities shall be made and maintained in a manner so as not to interfere with the continuing use of same by the Agency during the entire progress of the Work.

8.7 WORKING HOURS

8.7.1 All work shall be performed on a calendar day basis during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor by Contractor's own volition outside such established working hours shall be at no additional expense to the Agency and without Agency approval.

8.7.2 It is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor(s) under this Contract upon the Work or any part thereof, shall be required or permitted to work thereon more than eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except, as provided by Section 1815 of the California Labor Code. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the California Labor Code, all the provisions of which are deemed to be incorporated herein, said contractor shall forfeit, as a penalty to Agency, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of this Contract by contractor for each calendar day during which said laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of said Sections of the Labor Code.

8.7.3 The Contractor, and each subcontractor, shall keep an accurate record showing the names of and actual hours worked each calendar day and each calendar week by all laborers, workers, and mechanics employed by them in connection with the Work contemplated by this Contract, which record shall be open at all reasonable hours to the inspection of the Agency or its officers or agents and to the Division of Labor Standards Enforcement of the Department of Industrial Relations.

8.7.4 No construction work shall be done on Saturdays, Sundays or Agency holidays and no work shall be performed outside of normal working hours without the prior written consent of the Agency. In any event, all work shall be subject to approval of the Agency. Prior to start of such work, the Contractor shall arrange with the Agency for the continuous or periodic inspection of the Work and testing of materials, when necessary. If requests are made by the Contractor for permission to work overtime, nights, Saturdays, Sundays or Agency holidays, and such requests are granted, the Contractor shall bear all extra expense to the Agency for inspection and other incidental expenses caused by such overtime work. If contractors are requested, in the interest of the Agency, to work overtime by the Agency, or if overtime work is specifically required by these specifications, all extra expense of inspection will be paid by the Agency.

8.8 MATERIAL & EQUIPMENT

8.8.1 Materials, equipment, and articles incorporated into the Work shall be new and of equal quality to the types and grades specified. When not particularly specified, the Contractor shall submit for approval satisfactory evidence as to the kind and quality of material. See SUBSTITUTION provision 5.3 concerning "or equal" requirements and procedure for submitting alternative material, articles, or equipment.

8.8.2 All materials shall be delivered so as to insure a speedy and uninterrupted progress of the Work. All materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure on the Work site, and the Contractor shall be entirely responsible for damage or loss by weather, theft, vandalism, or other cause.

8.8.3 Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials shall be reasonably accessible for inspection. When considered necessary by the Agency, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be placed under cover when so directed.

8.9 LAYOUT OF WORK

8.9.1 The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated in the Contract Documents. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Agency until authorized to remove them. If such marks are destroyed by the Contractor before their removal is authorized, the Agency may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

8.10 USE OF PREMISES

8.10.1 The Contractor shall maintain the entire premises under his control in an orderly condition. Contractor shall store contract apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his work or the work of other contractors.

8.11 OPERATIONS & STORAGE

8.11.1 The Contractor shall confine all operations (including storage of materials) on Agency premises to areas authorized or approved by the Agency.

8.11.2 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Agency and shall be built with labor and materials furnished by the Contractor without expense to the Agency. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at his expense upon completion of the work.

8.11.3 The Contractor shall, under regulations prescribed by the authority having jurisdiction, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the authority having jurisdiction. When materials are transported in performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or Agency regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair, or pay for the repair, of any damaged curbs, sidewalks, or roads.

8.12 HEAT/POWER/LIGHT

8.12.1 Unless otherwise specified or already provided by the Agency, the Contractor shall:

- a. Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;
- b. Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material;
- c. Provide electric power and light as required for performance of the Work.

8.13 CLEANING UP

8.13.1 The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the work and premises any weeds, rubbish, tools, scaffolding, equipment, and materials that are not the property of the Agency. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Agency.

ARTICLE 9 SAFETY & HEALTH

9.1 ACCIDENT PREVENTION

9.1.1 In performing this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoiding work interruptions.

For these purposes, the Contractor shall:

- a. Provide a copy of its safety program;

- b. Provide appropriate safety barricades, signs, and signal lights;
- c. Comply with standards issued by the U.S. Government, State, Agency and City, and other governing agencies having jurisdiction;
- d. Ensure that any additional measures the Agency determines to be reasonably necessary for this purpose are taken.

9.1.2 The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Agency.

9.1.3 Before beginning excavation for a trench 5 feet or more in depth, Contractor shall provide evidence of having obtained a permit from the authority having jurisdiction.

9.1.4 Nothing herein shall be deemed to allow use of shoring, sloping, or protective systems less effective than those required by the Construction Safety Orders of the California Division of Industrial Safety.

9.2 SANITARY FACILITIES

9.2.1 Contractor shall supply and maintain at its expense such toilets and other sanitary facilities including those which are accessible by the disabled as per ADA and Title 24 requirements necessary for use by visitors and workers employed at the job site. Such facilities shall be approved by the Agency.

9.3 RESPONSIBILITY FOR COMPLIANCE WITH CAL-OSHA

9.3.1 All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal-OSHA rules and regulations.

9.3.2 Contractor warrants that Contractor and each of the subcontractors shall, in performance of this Contract, comply with each and every compliance order issued pursuant to Cal-OSHA. The Contractor assumes full and total responsibility for compliance with Cal-OSHA standards by subcontractors as well as Contractor. The cost of complying with any order and/or payment of any penalty assessed pursuant to Cal-OSHA shall be borne by the Contractor. Nothing contained therein shall be deemed to prevent the Contractor and subcontractors from otherwise allocating between themselves responsibility for compliance with Cal-OSHA requirements; provided, however, that the Contractor shall not thereby, in any manner whatsoever, be relieved of responsibility to the Agency as herein set forth.

9.4 TOXIC AND HAZARDOUS MATERIALS AND WASTE

9.4.1 ASBESTOS

Operations which may cause release of asbestos fibers into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders, Section 5208 and California law. Some operations which may cause such concentrations include sanding, grinding, abrasive blasting, sawing, drilling, shoveling, or otherwise handling materials containing asbestos so that dust will be raised.

9.4.2 TOXIC MATERIALS

Operations which release toxic materials into the atmosphere shall meet the requirements of Title 8 CCR General Industrial Safety Orders. Some operations which may release such materials include use of adhesives, sealants, paint, and other coatings.

9.4.3 LEAD-BASED PAINT

Lead-based paint is prohibited. Lead-based paint is defined as:

- a. Any paint containing more than five-tenths of one percentum lead by weight (calculated as lead metal in the total non-volatile content of the paint) or the equivalent measure of lead in the dried film of paint applied or both; or
- b. For paint manufactured after June 22, 1977, any paint containing more than six one-hundredths of one percentum lead by weight (calculated as lead metal) in the total content of the paint or the equivalent measure of lead in the dried film or paint already applied.

9.4.4 HAULING AND DISPOSAL

All hauling and disposal shall meet requirements of Title 22 CCR, Division 4. Chapter 30, "Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes."

9.4.5 ASBESTOS PROHIBITED

No products or materials containing asbestos shall be incorporated into the Work without the prior written approval of the Agency.

ARTICLE 10 AGENCY-FURNISHED PROPERTY

10.1 AGENCY-FURNISHED PROPERTY

10.1.1 The Agency may furnish to the Contractor property as identified in the specification(s) to be incorporated or installed into the Work or used in performing the Contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the Contract or f.o.b. truck at the project site. The Contractor is required to accept delivery. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Agency within twenty-four (24) hours of delivery, also specifying any damage to or shortage of the property as received. All such property shall be installed or incorporated into the Work at the expense of the Contractor, unless otherwise indicated in this Contract.

10.1.2 Each item of property to be furnished under this clause shall be identified by the Contractor in a schedule by quantity, item, and description. Schedule form will be provided by the Agency.

10.1.3 The Contractor shall be held responsible for all material delivered to him and deductions will be made from any moneys due him to make good any shortages and deficiencies, from any cause whatsoever, which may occur after such delivery.

10.1.4 The Contractor shall set up accounting records and establish an inspection procedure as approved by the Agency.

ARTICLE 11 BENEFICIAL OCCUPANCY

11.1 BENEFICIAL OCCUPANCY

11.1.1 The Agency shall have the right to take possession of or use any completed or partially completed portion of the Work. The Agency's possession or use shall not be deemed an acceptance of any Work under the Contract. The Contractor will continue to pay for any portion of the utilities which he is using.

11.1.2 While the Agency has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to that portion of the Work resulting from the Agency's possession or use. If Contractor believes the partial possession or use by the Agency will delay the progress of the Work or will cause additional expense to the Contractor, Contractor shall immediately submit a written request for an equitable adjustment in the Contract price or the time of completion. Agency will then consider such request and, if in its judgment it is justified, the Agency will modify the contract in writing accordingly. In the event the Contractor disagrees with the Agency's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

ARTICLE 12 INSPECTION AND TESTING

12.1 INSPECTION AND TESTING

12.1.1 The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this Contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Agency. The Agency shall at all times have access to the Work, and the Contractor shall provide proper facilities for such access and for inspection.

12.1.2 Agency inspections and tests are for the sole benefit of the Agency and do not:

- a. Relieve the Contractor of responsibility for providing adequate quality control measures;
- b. Relieve the Contractor of responsibility for damage to or loss of the material before Acceptance;
- c. Constitute or imply Acceptance; or
- d. Affect the continuing rights of the Agency after Acceptance regarding latent defects, gross mistakes, fraud or the Agency's rights under any warranty or guarantee.

12.1.3 The presence or absence of a Agency inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Agency's written authorization.

12.1.4 The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Agency. The Agency may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Special, full-size, and performance tests shall be performed as described in the Contract.

12.1.5 The Contractor shall, without charge, replace or correct work found by the Agency not to conform to contract requirements, unless in the public interest the Agency consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

12.1.6 If, before Acceptance of the Work, the Agency decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the Agency shall issue a Change Order for such removal and reinstallation.

12.1.7 The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Agency to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Agency of its readiness for inspection and without the approval or consent of Agency. Should any such work be covered up without such notice, approval, or consent, it must, if required by Agency, be uncovered for examination at the Contractor's expense.

12.1.8 The Contractor shall notify the Agency at least one (1) work day in advance of the time scheduled for the inspection. Should the Contractor fail to notify the Agency and proceed with work requiring inspection, all such work is rejected, and no further work shall be done on that portion of the project until the rejected work is accepted by the Agency. Should the Contractor request acceptance of such rejected work the Agency shall, at the Contractor's expense, secure the services of private material testing laboratories, consulting engineers or licensed land surveyors, who shall certify that said work does in fact conform to the requirements of the Contract Documents. The work previously rejected shall be accepted by the Agency after receipt of such certification if the Agency approves of such certification.

12.1.9 If the Contractor does not promptly replace or correct rejected work, the Agency may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

12.1.10 Construction review of the Contractor's performance by the Agency is not intended to include the review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

12.1.11 The Agency will pay for initial testing services specified to be performed by the Agency. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the Agency from the Contract sum.

12.2 INSPECTION BY OTHER JURISDICTIONS

Whenever any part of the Work to be performed is under the jurisdiction or control of another public entity, including but not limited to: The United States Government, State of California, or City, such work shall be subject to inspection by the officials of such entities and it must pass inspection, in addition to Agency inspection, and such other inspections as may otherwise be provided for in the Contract Documents.

12.3 FINAL INSPECTION AND TESTS

The Contractor shall give the Agency at least ten (10) calendar days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started within ten (10) calendar days from the date specified in the aforementioned notice unless the Agency determines that the Work is not ready for final inspection and so informs the Contractor.

ARTICLE 13 ACCEPTANCE

13.1 ACCEPTANCE OF THE WORK

13.1.1 After the final inspection by Agency and all the contract documentation has been received, it will be recommended to the Agency Board of Supervisors to accept the Work and file a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor. (See final payment clause.) Upon Acceptance of the Work, Contractor will be relieved of the duty of maintaining and protecting the Work. Neither determination by the Agency that the Work is complete, nor Acceptance thereof, shall operate as a bar to Agency's claim against Contractor pursuant to Contractor's warranty and guarantees.

13.1.2 Partial payments shall not be construed as acceptance of any part of the Work.

13.1.3 In judging the Work, no allowance for deviations from the drawings and specifications will be made, unless already approved in writing at the time and in the manner as called for herein.

13.1.4 Agency shall be given adequate opportunity to make any necessary arrangements for fire insurance and extended coverage.

13.1.5 The Acceptance of the Work will not be recommended until all requirements of the Contract Documents are complete and approved by the Agency. This shall include, but is not limited to, all construction, guarantee forms, parts lists, schedules, tests, operating instructions, as-built drawings, and all other documentation identified by the Contract Documents.

ARTICLE 14 WARRANTY AND GUARANTEES

14.1 CONTRACTOR'S WARRANTY AND GUARANTEE

14.1.1 Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work performed under this Contract conforms to the Contract requirements and is free of any defect whether performed by the Contractor or any subcontractor or

supplier.

14.1.2 This warranty shall continue for a period of one (1) year from the date of filing of Notice of Completion on the Work. The Performance Bond shall remain in force during the warranty period.

14.1.3 The Contractor shall remedy at the Contractor's expense any damage to Agency-owned or controlled real or personal property, when that damage is the result of:

- a. The Contractor's failure to conform to Contract requirements or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

14.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

14.1.5 The Agency shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified in writing by the Agency of any work not in accordance with the requirements of the Contract or any defects in the Work, commence, and perform with due diligence, all work necessary to fulfill the terms of this Article. If the Contractor fails to remedy any defect, or damage within fourteen (14) calendar days after receipt of notice, the Agency shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense. Payment due to the Architect from the Agency for extra architectural services required in the enforcement of Contractor's guarantee after Acceptance of the Work shall be paid to the Agency by the Contractor.

14.1.6 In the event of any emergency constituting an immediate hazard to health or safety of Agency employees, property, or licensees, when caused by work of the Contractor that is not in accordance with the Contract requirements, the Agency may undertake at Contractor's expense and without prior notice, all work necessary to correct such hazardous condition(s).

14.1.7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- a. Obtain all warranties that would be given in normal commercial practice;
- b. Require all warranties to be executed, in writing, for the benefit of the Agency, unless directed otherwise by the Agency; and
- c. Enforce all warranties for the benefit of the Agency, unless otherwise directed by the Agency.

14.1.8 This warranty shall not limit the Agency's rights under the Inspection and Acceptance section(s) of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 15 ENVIRONMENTAL PROTECTION

15.1 DUST CONTROL

15.1.1 The Contractor shall provide any and all dust control required.

15.1.2 Whenever the Contractor is negligent in providing dust control, the Agency shall order the Contractor to provide such dust control. If the Contractor does not comply promptly with such order, the Agency shall have the authority to provide such dust control and charge the Contractor therefore by deducting the cost from progress payments to the Contractor as such costs are incurred by the Agency. The Agency shall not be held responsible for schedule delays due to actions taken by Agency to mitigate the failure of the Contractor in providing dust control.

15.2 EXCESSIVE NOISE

15.2.1 The Contractor shall use only such equipment on the Work and in such state of repair, that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

15.2.2 Should the Agency determine that the muffling device on any equipment used on the Work is ineffective or defective so that the noise tolerance of such equipment is exceeded, such equipment shall not, after such determination by the Agency, be used on the Work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

15.3 POLLUTION CONTROL, CLEANING

15.3.1 The Contractor shall not, in connection with the Work, discharge any smoke, dust, or other contaminants into the atmosphere which are in violation of South Coast Air Quality Management District standards or discharge any fluids or materials into any lake, river, stream, or channel as will violate regulations of State of California Water Resources Board. The Contractor shall control accumulation of waste materials and rubbish and dispose of waste materials and rubbish offsite at a minimum of weekly intervals. Burning of materials is not permitted.

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

16.1.1 In accordance with Section 1735 of the California Labor Code, no person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. No person whose age or physical condition is such as to make employment dangerous to their health or safety or to the health or safety of others shall be employed to perform Work under this Contract; provided that this requirement shall not operate against any physically handicapped persons otherwise employable where such persons may be safely assigned to Work which they ably perform.

16.1.2 This contract is subject to the provisions of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor. Section 1777.5 as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of this project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the

Contract.

16.1.3 The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making contributions.

16.1.4 All employees engaged in work on the project under this Contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employers in the designation of such employees for the purpose of collective bargaining or other mutual aid or protection, and no person seeking employment under this Contract shall be required as a condition of initial or continued employment to join any company, union, or to refrain from joining, organizing, or assisting a labor organization of such person's own choosing. No person in the employment of the Agency shall be employed by this contractor.

16.2 WAGES & RECORDS

16.2.1 WAGE RATES

- a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 14th Floor, Riverside, CA 92501-3655, and shall be posted at the job site.
- b. It shall be mandatory upon the Contractor and upon any subcontractor under Contractor, to pay not less than the said specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to Agency, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract or by any subcontractor under Contractor; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.
- c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Agency who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- d. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining project bid, and will not under any circumstances be considered

as the basis of a claim against the Agency on the Contract.

16.2.2 WAGE RECORDS

- a. The Contractor and each subcontractor shall keep or cause to be kept an accurate record (certified payroll) showing the names and occupations of all laborers, workers, and mechanics employed in connection with the execution of this Contract or any subcontract thereunder. The record shall show the actual per diem wages paid to each of said workers, which records shall be provided to the Agency, and to the Division of Labor Standards Enforcement upon its request. Copies provided will include one which has the name and social security numbers marked out.

16.3 NOTICE OF LABOR DISPUTES

16.3.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the Agency.

16.3.2 The Contractor agrees to insert the substance of this clause, including this paragraph into any subcontract in which a labor dispute may delay the timely performance of this Contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

16.4 NONDISCRIMINATION

16.4.1 EQUAL EMPLOYMENT OPPORTUNITY

- a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

- d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.
- e. The Contractor agrees that it will assist and cooperate with the Agency, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.
- f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the Agency.

16.4.2 HANDICAPPED NON-DISCRIMINATION

This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and the Americans with Disabilities Act of 1990, as amended, and all requirements imposed by the guidelines and interpretations issued thereto. In this regard, the Agency and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

In the performance of this Contract, the Contractor will not discriminate against any employee or Applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

16.4.4 ACCESS TO RECORDS

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this Contract.

16.4.5 REMEDIES FOR WILLFUL VIOLATION

The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment

and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

17.1 SUBCONTRACTORS

17.1.1 A subcontractor is an individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work. In accordance with Section 4104 of the Public Contract Code, each Contractor, in project bid, shall include the name and location of each subcontractor who will perform work or labor, or render services to the Contractor in or about the Work in an amount in excess of one half of 1% of the Contractor's total bid.

17.1.2 The Agency reserves the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with project proposal will be deemed to be acceptable.

17.1.3 The Contractor shall be as fully responsible to the Agency for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.

17.1.4 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency.

17.1.5 The divisions or sections of the specifications are not intended to control the Contractor in dividing the Work among subcontractors or to limit the work performed by any trade.

17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

17.2.1 The Contractor agrees to bind every subcontractor by the terms of the Contract with the Agency, the General Conditions, Supplementary Conditions, and the drawings and specifications as far as applicable to contract work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Agency.

17.3 SUBCONTRACTS

17.3.1 Pursuant to the provisions of Sections 4100 to 4114 of the California Public Contract Code, inclusive, the Contractor shall not, without the consent of the Agency, either:

- a. Substitute any persons as subcontractors in place of the subcontractors designated in project original bid without the consent of Agency. (The Agency's consent can only be given in cases permitted by Public Contract Code Section 4107.)
- b. Permit any subcontract to be assigned or transferred or allow any work to be performed by anyone other than the original subcontractor listed in project bid.
- c. Sublet or subcontract any portion of the work in excess of one-half of one percent of project bid to which the original bid did not designate a subcontractor.

- d. Should the Contractor violate any of the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code, so doing shall be deemed a violation of this Contract, and the Agency may either cancel the contract, or assess the Contractor a penalty in the amount of not more than ten (10) percent of the amount of the subcontract involved, or both.

ARTICLE 18 TAXES

18.1 SALES AND PAYROLL TAXES

18.1.1 Each Contractor, subcontractor, and material dealer shall include in their bid all applicable taxes including but not limited to sales tax and payroll taxes required by law.

ARTICLE 19 CHANGES

19.1 CHANGE ORDER WORK

19.1.1 The Agency reserves the right to make changes in the work without impairing the validity of the Contract. The Agency may make changes to the work, or suspend the work, and all such changes or suspension are within the contemplation of the parties and will not be a basis for compensable delay. Such changes may be made in accordance with any of the following methods:

- a. By written change order to the Contract ordered by the Board of Supervisors.
- b. By written change order, signed by the Director of Facilities Management in the manner and amounts specified by Board Policy B-11.
- c. By written authorization, issued by the Director of Facilities Management, for items of work done under unit prices. The cost or credit for such added or omitted work shall be determined by multiplying the number of units added to or omitted from the work by the applicable unit price.

19.1.2 Upon receipt of a proposed Change Order from Agency, the Contractor shall submit a proposal in accordance with the requirements and limitations set forth in this "Change Orders" article, for work involved in the contemplated change.

19.1.3 The Contractor must submit a cost proposal within fifteen (15) calendar days after receipt of the proposed change order. The Contractor must submit cost proposals in less than fifteen (15) calendar days if requested by the Agency or if required by schedule limitations.

19.1.4 If the Contractor fails to submit the cost proposal within the 15-day period (or as requested), the Agency has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the Agency's estimate of cost. If the change is issued based on the Agency estimate, the Contractor will waive his right to dispute the action unless within fifteen (15) calendar days following completion of the added/deleted work, the Contractor presents proof that the Agency's estimate was in error.

19.1.5 If the Agency disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party contests the price or time extension of Change work, or time is of the essence, the Agency may issue a Construction Change Directive and the contractor shall proceed with the work. The Agency will provide its opinion of the appropriate price and/or time extension in a "Response to Change Order Request." If the contractor agrees with the Agency's estimate, a change order will be issued by the Agency. If no agreement can be reached, the Agency shall have the right to issue the Change Order Directive setting forth its unilateral determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a Claim in writing to the Agency, within twenty-one (21) days of the Change Order Directive, disputing the terms of such Directive. No dispute, disagreement or failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the contract sum or contract time shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

19.1.6 The Contractor will give notice of a requested change on his letterhead within seven (7) calendar days of discovery and, if the Agency agrees, a proposed change order will be issued on the Agency's standard change order form.

19.1.7 If any change involves an increase or decrease in the cost of the Contractor's work, a change order shall state the amount to be added or deducted from the Contract amount, and the additional time, if any, needed for the performance of such work.

19.1.8 Any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Agency, except that when, in the opinion of the Agency, such basis is not feasible the change to the Contract amount shall be determined upon a cost-plus-percentage basis with a guaranteed maximum lump sum cost within the limitations provided by law.

19.1.9 Each lump sum quotation from the Contractor shall be accompanied by sufficiently detailed estimates to permit verification of totals in accordance with (a) through (d) in 19.1.11 below.

19.1.10 When the work is to be done on a cost-plus-percentage basis, the Contractor shall submit statements as required by the Agency showing all labor, material, and equipment costs incurred, and upon completion of the work, a summary of costs, including overhead and profit, and in accordance with Item (a) through (d) in 19.1.11 below.

19.1.11 Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- b. **Materials.** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery.
- c. **Tool and Equipment Use.** No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- d. **Overhead, Profit and Other Charges.** The mark-up for overhead and profit on work added to the Contract shall be according to the following Schedule.
 - (1) For work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials.
 - (2) For work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the net cost of the work, equipment, labor and materials, to which the Contractor may add five (5) percent of the subcontractor's price of the work.
 - (3) For work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the net cost for work, equipment, labor and materials to which sub-contractor and general contractor may each add an additional five (5 %) percent of the total price from the lower tier subcontractor.
 - (4) "Net Cost" is defined as consisting of costs of labor, materials and equipment use and/or rental only. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - (5) The cost of direct supervision, except when provided by working foreman whose time is included above, of change order work when done exclusively, and not in conjunction or at the same time as, other work performed on the job and when approved in advance by the Agency's authorized representative, including only payroll taxes, insurance, pension and direct costs for the labor of supervision may be charged to the change order. The cost of transportation, use of vehicle and other costs incurred by supervision will not be allowed.

19.1.12 For added or deducted work by subcontractors, the Contractor shall furnish to the Agency the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the markup by such subcontractor for overhead and profit. The same requirement shall apply to sub-subcontractors.

19.1.13 For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the Agency a detailed estimate or quotation of the cost to the Contractor for such work, signed by such vendor or supplier.

19.1.14 Any change in the work involving both extras and credits shall show a new total cost, including subcontracts. Allowance for overhead and profit, as specified therein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

19.1.15 The Contractor shall identify any adjustment in time of the final completion of the Work as a whole which is directly attributable to the changed work within fifteen (15) calendar days of receipt of the proposed change order. The Contractor's request for a change in time will be supported by a detailed schedule analysis including a schedule indicating the activities which have been affected and the additional time being requested.

- a. For a change in time for the Work, the Contractor shall be entitled only to such adjustments where completion of the entire Work (critical path) is delayed due to the performance of the changed work. Failure to request extra time when submitting such estimate shall constitute waiver of the right to subsequently claim adjustment in time for final completion based upon such changed work.
- b. If the Agency and the Contractor fail to arrive at an agreement on the amount of extra cost, credit or time extension for a proposed change, a change order will be processed in the amount believed by the Agency to be reasonable, and the Contractor shall proceed with the work. If the Contractor believes that the amount or time stipulated in the change order is not reasonable for the work required, Contractor may elect to issue a notification in accordance with the DISPUTES article for review by the Agency, stating therein the basis for the dispute with such change order.

19.1.16 Any change in the Work shall conform to the original Contract Documents insofar as they may apply without conflict to the conditions involved in the change.

19.1.17 Payment for additional work or extras, if any, shall become due and payable in accordance with the provisions for payment in the Contract.

19.1.18 Contractor shall not reserve a right to assess impact cost, extended job site costs, extended overhead, and/or constructive acceleration at a later date as related to any and all changes. All costs or estimated costs must be supported with full schedule and cost documentation with each proposed change within the prescribed submission times. If a request for a change is denied and the Contractor disputes the denial, the Contractor must supply the aforementioned documentation to support the claim under the DISPUTES article of this Contract. No claims shall be allowed for impact, extended overhead costs, and/or construction acceleration due to the multiplicity of changes and/or clarifications. Any attempt by Contractor to change or modify the change order form (sample included herein) shall void the form, including any letters the Contractor may issue in conjunction therewith.

19.1.19 All alterations, extensions of time, extra and additional work and other changes authorized by these specifications or any part of the Contract may be made without securing consent of the surety or sureties on the contract bonds.

19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES

19.2.1 The following are guidelines for preparing change orders:

a. Labor Rates:

- (1) To establish the labor rate for each classification and trade, a breakdown shall be submitted to the Agency.
- (2) Labor rates are based on current prevailing state and federal wages. Only those benefits mandated by law or a valid labor contract are paid by the Agency.
- (3) Payroll taxes shall be paid as mandated by law. Labor related insurances shall be paid according to industry standard average.
- (4) No other costs related to labor shall be paid by Agency.

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by Agency, except for labor insurances specified in this guideline under section 1 titled "LABOR RATES".
- (3) Material cost shall be broken down on a separate sheet, and for those jobs designated as time and material shall be supported by valid invoices from suppliers.
- (4) Hours for non-productive labor, such as non-working foremen or general foremen, shall be paid only when justified in the opinion of the Agency, and approved by the Agency. The total number of nonproductive labor hours shall be limited to a maximum of 15% of the total number of productive labor hours.
- (5) Cost of use of special equipment shall be paid when justified in the opinion of the Agency, and approved by the Agency. Equipment refers to special equipment that is needed to perform that specific job, and does not include the usual tools customarily required for that trade. Small tools costs are not paid by Agency.
- (6) Material transportation costs are paid by Agency when justified in the opinion of the Agency, and approved by the Agency's authorized representative.
- (7) Overhead, profit and fees on subcontracts, are paid according to the contract.
- (8) No costs other than those designated above shall be paid by Agency. The percentages of overhead and fee allowed with change orders have been established to account for any other direct or indirect costs that might be incurred due to the change order.

19.3 AUDIT

19.3.1 The Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and

projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency.

19.3.2 The Contractor shall make available at its office at all reasonable times the materials described in paragraph

19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.

19.3.3 The Contractor shall insert a clause containing all the provisions of this 19.3, including this paragraph, in all subcontracts over \$10,000 under this contract.

ARTICLE 20 PAYMENT

20.1 PROGRESS PAYMENTS

20.1.1 The Agency shall pay the Contractor the price as provided in this Contract.

20.1.2 The Agency shall make progress payments monthly as the Work proceeds, on estimates approved by the Agency. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the Agency, showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments.

20.1.3 Contractor shall submit to the Agency vouchers, schedule activities, or other satisfactory proof of the value of any work to be paid on such account, and receipts showing that progress payments have been duly made on such contracts, and for materials furnished.

20.1.4 In the preparation of estimates, the Agency may authorize 75% of the value of material delivered and satisfactorily stored on the site, and preparatory work done to be taken into consideration for major equipment if:

- a. Consideration is specifically authorized by this Contract; and
- b. The Contractor furnishes certified receipt that it has acquired title and paid invoices for such material and that the material will be used to perform this Contract.

20.1.5 On the 25th of each month the Contractor will submit a request for payment. Prior to that submittal the Agency will review the requested percentage of completion for each activity. The payment request will be in the format as provided by the Agency and will refer to the schedule.

20.1.6 Upon receipt of a payment request, the Agency shall:

- a. Review that request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and
- b. Any payment request determined not to be a proper request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days after receipt. The returned request for payment shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

20.1.7 Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by Agency shall accrue interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The number of days available to the Agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Agency exceeds the seven-day return requirement set forth in 20.1.6 above.

20.1.8 In making these progress payments, there shall be retained ten percent (10%) from the amount of each progress payment until the work is 50% complete. After the 50% completion point, if satisfactory progress is being made and at the sole discretion of the Agency, the retention may be reduced to a minimum of 5% of the contract.

20.1.9 Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to this section without any retention, by posting securities in accordance with Public Contract Code Section 22300.

20.1.10 Contractor and each subcontractor shall pay each of its employees engaged in work under this Contract in full (less deductions made mandatory by law) in accordance with California law.

20.1.11 The Agency may withhold (in excess of retentions) or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Agency from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
- f. Default of the Contractor in the performance of the terms of the Contract.

20.1.12 Should stop notices be filed with the Agency, Agency shall withhold the amount required plus 25% from certificates until such claims shall have been resolved pursuant to applicable law. California Civil Code Section 3179 et seq.

20.1.13 At the election of the Agency, Contractor shall provide, within ten (10) calendar days of receipt of each progress payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefore by Section 3262 of the Civil Code.

20.1.14 All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Agency, but this shall not be construed as:

- a. An acceptance of any work not in accordance with the Contract Documents; or
- b. Waiving the right of the Agency to require the fulfillment of all of the terms of the contract.

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The Agency shall pay the amount due the Contractor under this Contract after:
 - (1) The Acceptance of all work and Notice of Completion per the terms of this Contract;
 - (2) Presentation of a properly executed voucher;
 - (3) Release of all liens and Stop Notices; and
 - (4) Presentation of release of all claims against the Agency arising by virtue of this Contract, other than claims and disputes in stated amounts, that the Contractor has specifically excepted from the operation of the release.
- b. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Agency, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

- a. When the work is ready for acceptance by the Agency, a Notice of Completion will be submitted to the Board of Directors. Upon approval of the Notice of Completion, a copy will be sent to the Contractor.
- b. Notice of Completion will be recorded by the Agency upon completion and Acceptance of the Work. Providing no stop notices have been filed, thirty-five (35) calendar days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the Agency shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

- a. After Acceptance of Work, the Agency will submit to Contractor a statement of the sum due Contractor under this contract, together with Agency payment in the amount thereof. Said statement shall take into account the contract price, as adjusted by any change orders; amounts already paid; sums to be withheld for incomplete work; liquidated damages; and for any other cause under the Contract.
- b. The Contractor shall, from the effective date of Acceptance until the expiration of four years after final settlement under this Contract, preserve and make available to the Agency, all its

books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

ARTICLE 21 SUSPENSION OF WORK/TERMINATION

21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

21.1.1 In the event the Contractor, after receiving written notice from the Agency of non-compliance with any requirement of this Contract, fails to promptly initiate appropriate action to comply with the specified requirement, the Agency shall have the right to withhold payment for work completed under the Contract until the Contractor has complied with the notice or has initiated such action as may be appropriate to comply, within a reasonable period of time. The Contractor shall not be entitled to any extension of contract time or payment for any costs incurred for work under this article.

21.1.2 Should the Contractor abandon the Work called for under the Contract, or assign his Contract, or unnecessarily and unreasonably delay the work, or willfully violate or perform the work in bad faith, the Agency shall have the power to notify the Contractor to discontinue all work or any part thereof under this Contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Agency may designate, and the Agency shall have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Agency may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of the work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Agency out of such monies as may either be due, or may at any time thereafter become due to the Contractor under the Contract.

21.2 TERMINATION

21.2.1 TERMINATION FOR BREACH

If the Contractor should be adjudged bankrupt or if he should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor insolvency, or if Contractor or any of the project subcontractors should violate any of the provisions of the Contract, the Agency may serve written notice upon Contractor and Contractor's surety of its intention to terminate Contractor's performance hereunder, said notice shall contain the reasons for such intention to terminate Contractor's performance, and, unless within ten (10) calendar days after serving of said notice, such violation shall cease and satisfactory arrangements for correction thereof be made, Contractor's performance shall, upon the expiration of said ten (10) calendar days, cease and terminate. In the event of any such termination, the Agency shall immediately serve written notice thereof upon the surety and the Contractor, and the Agency may take over the Contractor's work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Agency for any excess cost occasioned the Agency thereby, and in such event the Agency may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plants, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

21.2.2 TERMINATION FOR CONVENIENCE

- a. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the plans and specifications, then the Agency may, without prejudice to any other right or remedy, terminate the Contract.
- b. The Agency may terminate performance of work under this Contract in whole or in part, if the Agency determines that a termination is in the Agency's interest. The Agency shall terminate by delivering to the Contractor a Notice to Terminate specifying the extent of termination and the effective date.
- c. After receipt of such Notice, and except as directed by the Agency, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete any continued portion of the Contract.
 - (3) To terminate all subcontracts to the extent they relate to the work terminated.
 - (4) With approval or ratification to the extent required by the Agency, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (5) As directed by the Agency, transfer title and deliver to the Agency 1. the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and 2. the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Agency.
 - (6) Complete performance of work not terminated.
 - (7) Take any action that may be necessary, or that the Agency may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.
 - (8) Use its best efforts to sell, as directed or authorized by the Agency, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the Agency. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Agency under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Agency.
- d. After termination, the Contractor shall submit a final termination settlement proposal to the Agency in the form and with the certification prescribed by the Agency. The Contractor shall

- submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the Agency may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- e. Subject to subparagraph (2) above, the Contractor and the Agency may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:
- (1) the amount of payments previously made and;
 - (2) the contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.
- f. If the Contractor and Agency fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Agency shall pay the Contractor the amounts determined as follows:
- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:
 - (i) The cost of this work;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and
 - (iii) A sum, as profit on (i) above, determined by the Agency to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Agency shall allow no profit under this subdivision (iii).
 - (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and
 - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- g. Except for normal spoilage, the Agency shall exclude from the amounts payable to the Contractor the fair value, as determined by the Agency, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.
- h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the Agency.

- i. In arriving at the amount due the Contractor, there shall be deducted:
 - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;
 - (2) Any claim which the Agency has against the Contractor under this Contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Agency.
- j. If the termination is partial, the Contractor may file a proposal with the Agency for a Change Order of the price(s) of the continued portion of the Contract. The Agency shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the Agency.
- k. The Agency may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Agency believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Agency upon demand, together with interest.
- l. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Agency, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.

ARTICLE 22 DISPUTES/CLAIMS

22.1 CLAIMS RESOLUTION

In accordance with Public Contract Code Sections 20104 20104.6 and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the Owner shall be resolved under the following the statutory procedure unless the Owner has elected to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

- a. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- b. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the

claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. Of additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

- c. Claims over \$50,000 but less than or equal to \$375,000. The Owner shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the Owner may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the Owner and the claimant. The Owner's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available to the Agency, State and/or the U.S. Government or their representatives at all reasonable times, without any direct charge.
- d. If the claimant disputes the Owner's response, or if the Owner fails to respond within the statutory time period(s), the claimant may so notify the Owner within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the Owner shall schedule a meet and confer conference within 30 days.
- e. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- f. If a civil action is filed to resolve any claim, the provisions of Public Contract Code 20104.4 shall be followed, providing for nonbinding mediation and judicial arbitration.

22.2 CLAIM FORMAT/REQUIREMENTS

22.2.1 The Contractor will submit the claim justification in the following format:

- a. Summary of claim merit and price plus clause under which the claim is made.
- b. List of documents relating to claim
 - (1) Specifications
 - (2) Drawings
 - (3) Clarifications (RFIS)
 - (4) Schedules

(5) Other

- c. Chronology of events and correspondence
- d. Analysis of claim merit
- e. Analysis of claim cost
- f. Analysis of Time in CPM format
- g. Cover letter and certification (form included herein)

22.2.2 If any claim submitted includes a request for overhead, the Agency may request a Profit & Loss statement and supporting documentation from Contractor. If requested, such documentation must be submitted for the Agency to consider the claim.

22.2.3 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by Agency, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

22.3 NOTICE OF THIRD PARTY CLAIMS

The Agency shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract.

SPECIAL PROVISIONS

SECTION 1 - SCOPE OF WORK

The work under this contract shall be performed in the County of Riverside and shall include furnishing all labor, material, equipment, tools, supplies, and services and incidentals, and performing all work necessary for the furnishing, installing, and construction of improvements in strict conformance with all of the Contract Documents.

The purpose of this project is to provide all equipment, labor, materials, and incidentals to provide paving and drainage improvements in cooperation with the County of Riverside as shown and described on the plans and in these specifications.

SECTION 2 - CONTRACT PLANS AND LOCATION LIST

The plans, hereby included and made part of these documents, are entitled:

- **RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL PAVING AND DRAINAGE IMPROVEMENTS – PHASE 4.**

SECTION 3 – DURATION OF CONTRACT

The Contractor must begin the work no later than fifteen (15) days after the commencement date specified in the Notice to Proceed and must complete the entire work within NINETY (90) calendar days from the date specified in the Notice to Proceed.

The time for completing the work shall include all times required for obtaining materials, equipment, and labor. In submitting the bid, the Contractor shall have considered any delays that will prevent the Contractor from completing the work in the time designated in this contract. Extension of time will not be given for delays due to failure to comply with these requirements.

SECTION 4 – WORKING DAYS AND WORKING HOURS

The Contractor's working days are limited to Monday through Friday, from 7:00 A.M. to 5:00 P.M. except as approved by the County during emergency conditions.

SECTION 5 - EMERGENCY INFORMATION AND RESPONSE

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County prior to beginning work.

The Contractor shall furnish to the County the names and telephone numbers of two responsible representatives who would be able to expedite requests outside of the normal working hours of 7:00 a.m. and 5:00 p.m. If the Contractor fails to correct any emergency problems in a timely manner, the County will make necessary corrections and charge any incurred expenses to the Contractor.

SECTION 6 - ADVANCE NOTIFICATION

It shall be the Contractor's responsibility to determine and notify those agencies requiring advance

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvement – Phase 4

notification for inspection or other purposes before beginning construction in any jurisdictional area of any agency. A minimum of 48 hours advance notice shall be given to the various agencies before beginning construction in the area unless specific advance times and requirements are stated in these specifications or in permit conditions.

The following is a list of potential agencies affected by this project:

UTILITY COMPANY	ADDRESS	TELEPHONE
<u>TELEPHONE</u> Verizon Plus	81673 Hwy.111, Country Shopping Center Indio, CA 92201	760.342-3966
<u>GAS</u> Southern California Gas Co.	1981 W. Lugonia Avenue, Redlands, CA 92374	909.335-7967
<u>ELECTRICITY</u> Imperial Irrigation District	81-600 Avenue 58, La Quinta, CA 92253	760.398-5854
<u>WATER</u> Valley Sanitary District	45-500 Van Buren, Indio, CA 92201	760.347.2356
<u>SEWER</u> Valley Sanitary District	45-500 Van Buren, Indio, CA 92201	760.347.2356
<u>UNDERGROUND ALERT</u> Underground Service Alert		800.422.4133

SECTION 7 - EXPOSURE OF UTILITIES IN ADVANCE OF WORK

The Contractor shall determine the type, materials and conditions of any utilities which may be affected by or affect the work. The Contractor shall carry out the work carefully and shall be responsible for any damages to existing utilities. The Contractor shall use reasonable care in execution of the work so as to protect any existing facilities that may exist.

SECTION 8 - LEGAL RESPONSIBILITIES AND PERMITS

All permits necessary for the construction of the project, such as construction permits, shall be obtained by and at the expense of the Contractor. Such permits shall include, but not be limited to, County and County departments, including all applicable business licenses, waste discharge requirements to the extent necessary to accomplish any de-watering of the job site.

SECTION 9 - CONSTRUCTION WATER AND POWER

The Contractor shall provide water and power needed for construction and testing of all items under this Contract. The Contractor shall, at the Contractor's own expense, convey the construction water in each case to the point of use. Construction water shall be fresh water only, and the source of supply shall be approved by the Engineer prior to its use.

SECTION 10 - INSPECTION OF THE WORK

The County's Representative will provide inspection. Any work requiring inspection before it is performed that is done without the representative's approval will not be accepted and must be performed again with the Representative present. The Contractor and the County's representative must coordinate

the daily work schedule to insure proper inspection.

SECTION 11 – TRAFFIC AND ACCESS TO RESIDENCES AND BUSINESSES

It is the County's intent to construct the improvements in a smooth, efficient, continuous construction operation requiring minimal contract time and causing minimal impact and interruption to the community. In addition to the requirements in other sections of these Specifications, the following shall apply.

At the pre-construction meeting, the Contractor shall provide the County with a **written** schedule or sequence of operations.

Pedestrian and vehicular access to properties adjacent to the improvements shall be maintained at all times, except when necessary construction precludes such access for a reasonable period of time. The Contractor's proposed traffic control plan shall be approved by the Engineer prior to the beginning of construction.

SECTION 12 - MAINTENANCE AND GUARANTEE

The Contractor shall and does hereby guarantee that the entire work constructed under the Contract will fully meet all the requirements of the Contract Documents as to the quality of workmanship and materials furnished as required in the Contract. The Contractor hereby agrees to make, at the Contractor's own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by Contractor that become evident within one year after the date of final payment, and to restore, promptly, to full compliance with the requirements of these specifications any part of the work which, during the one-year guarantee period, is found to be deficient with respect to any provision of the specifications. The "Performance Bond" must remain in effect until the end of the ONE-YEAR warranty period.

Earthwork, which has settled below the required finish grade due to poor construction practices, shall be considered as a part of such required repair work; and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work, unless the Contractor shall have obtained a statement in writing from the affected private Owner or public agency releasing the Contractor from further responsibility in connection with such repair or resurfacing.

The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the work, and the Contractor and the Contractor's surety shall be liable to the Owner for the cost thereof.

SECTION 13 - BEGINNING OF WORK

A pre-construction conference will be held for the Contractor awarded the contract, subcontractors, utility company representatives, and other parties involved in or affected by the project. The conference will be held between the dates of contract award and the issuance of the Notice to Proceed.

The Contractor shall notify the County, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer.

All work must be completed within NINETY (90) calendar days from the date specified in the

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvement – Phase 4

Notice to Proceed.

SECTION 14 – ORDER OF WORK

The construction order of work shall be determined by the Contractor and subject to the following requirements, unless otherwise modified by the Engineer.

Traffic Requirements. The provisions of Section 7-1.08, "Public Convenience" and Section 7-1.09, "Public Safety" of the Caltrans Standard Specifications shall apply and supplemented as follows:

- a. The Contractor's method of controlling and regulating vehicular and pedestrian traffic throughout this project, including the types of traffic control devices, traffic paint, or other materials and devices necessary to safely manage traffic, shall conform to the requirements of these Special Provisions, the latest edition of the Work Area Traffic Control Handbook, or other additional requirements from the Engineer during the progress of construction.
- b. Safe and reasonable access into or through the construction area shall be provided at all times for vehicles including, when required, those streets that are specifically authorized by the Engineer or the Special Provisions to be closed to all traffic. Where streets are specified to be closed to all traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is actually in progress. No closure shall preclude reasonable access for emergency vehicles unless other means of safe and reasonable access are available or provided and approved by the Engineer.
- c. The Contractor shall notify the County of Riverside Transportation and Land Management Department, County Sheriff's Department, and the Fire Department before any partial or total closing of any street or alley and before the reopening on any street or alley in this project.
- d. A traffic lane is defined as a usable lane on existing pavement or asphalt concrete base pavement. All traffic lanes shall have a minimum width of ten (10) feet unless otherwise approved by the Engineer. No traffic lane shall be closer than five (5) feet from the edge of an excavation, or closer than two (2) feet, unless otherwise directed by the Engineer from curbs, barricades, or other obstructions.
- e. Street closure signing shall be provided and maintained on the closed street and all intersecting streets within the closure limits. This signing shall conform to the requirements of these Specifications, the Work Area Traffic Control Handbook, and the Engineer.
- f. Failure by the Contractor to provide and install any of the signs, pavement markings, or traffic control devices required by the Specifications will result in the Engineer causing such signs, pavement markings, and traffic control devices to be placed by others and the cost for furnishing traffic control, plus an additional 30% of the total cost for overhead expenses, will be deducted from the following contract progress payment.
- g. The posting of "No Parking" signs within the construction site is permitted with the

approval of the Engineer. "No Parking" signs shall be furnished by the Contractor and shall be of a type approved by the Engineer. Each parking sign posted shall indicate the time and duration of the no parking prohibition and new signs shall be posted when changes occur in the parking prohibitions indicated on the previously posted signs.

SECTION 15 – STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS

No parking of construction equipment or stockpiling of material will be permitted on public streets at any time.

The Contractor may make arrangements with private property owner(s) within adjacent cities for this purpose at no additional cost to the County.

SECTION 16 – DISTRIBUTION OF CONTRACT PLANS AND SPECIFICATIONS

The Contractor is reminded of the importance of keeping all subcontractors informed not only of their part of the work, but of the entire project and how each part relates to the other. It is recommended that all subcontractors be provided with sufficient plans and specifications. The County will provide to the Contractor, a reasonable number of extra copies of plans and specifications.

SECTION 17 – AS-BUILT DRAWINGS

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change of Order work, change conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspectors' written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

TECHNICAL PROVISIONS CIVIL WORK

DESCRIPTION:

In general, this project consists of constructing concrete and asphalt pavement improvements, landscape and electrical improvements and sewer improvements at the Riverside County Fairgrounds in the City of Indio. The work involves removing existing asphalt concrete pavement and Portland Cement Concrete, placing Portland Cement Concrete pavement, removing and replacing and/or placing various types and combinations of curbs, gutters, ramps and drywells, placing planting and installing irrigation and lighting and other work as may be required.

SPECIFICATIONS:

This project shall conform to the requirements of the latest edition of the “**Greenbook Standard Specifications for Public Works Construction**” which are in US units. The provisions of the “Greenbook Standard Specifications for Public Works Construction” shall apply except as modified herein.

In the event that discrepancies are encountered which are not addressed herein, the option that provides the method, item or material with the greatest strength or utility shall be chosen, as directed by the Engineer.

SECTION 9 MEASUREMENT AND PAYMENT

9-1.2 Methods of Measurement [Amend as follows] – Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with the bid schedule and payment item descriptions on pages BD-21 through BD-33 of the specifications.

PART 2 CONSTRUCTION MATERIALS

SECTION 200-2 UNTREATED BASE MATERIALS

200-2.2 Crushed Aggregate Base

200-2.2.1 General [Add the following]:

Crushed aggregate based used as base material for Portland cement concrete paving, asphalt concrete paving and sewer trench initial backfill and bedding shall be a maximum of ¾”.

200-2.8 Pulverized Miscellaneous Base

200-2.8.1 General [Add the following]:

Pulverized miscellaneous base may be used as base material for Portland cement concrete paving and asphalt concrete paving. Pulverized miscellaneous base may be supplemented with crushed

aggregate base and shall meet the testing requirements of section 200-2.8.2.

SECTION 201-1 PORTLAND CEMENT CONCRETE

201-1.1.4 Concrete Specified by Compressive Strength [Add the following]:

Portland cement concrete for concrete paving shall be a high early concrete. The concrete should be a 7 sack mix using Type II/V cement with a maximum water-cement ratio of 0.45 and a minimum compressive strength of 4,500 psi at 28- days or 3,250 psi at 7-days. Fly-ash up to 15% by weight can be used as cement replacement.

Portland cement concrete for curb, curb and gutter, driveway approaches, sidewalk, handicap ramps, fence and gate footings, sewer clean-out collars and sewer manhole collars shall be 560-C-3250.

Portland cement concrete for sewer concrete pads shall be 520-C-2500.

Portland cement concrete for sewer pipe encasement shall be 480-C-2000.

Portland cement concrete for water valve collars shall be a seven (7) sack mix with inert polypropylene fibers.

Portland cement concrete for sewer pipe abandonment and drywell backfill shall be 100-E-100.

SECTION 201-3 EXPANSION JOINT FILLER AND JOINT SEALANT

201-3.2 Premolded Joint Filler [Replace the 2nd sentence with the following]:

Premolded joint filler shall be preformed expansion joint filler (bituminous) ASTM D 994.

SECTION 203-1 – PAVING ASPHALT

203-1.21 Testing Requirements [amend the following]:

Paving asphalt shall be 70-10 and shall conform to the requirements in Table 203-1.2 (A).

SECTION 203-3 – EMULSIFIED ASPHALT

203-3.2 Testing Requirements [amend the following]:

Emulsified Asphalt (tack coat) shall be anionic emulsion SS-1h and shall conform to the requirements of Tables 203-3.2 (A) and (B).

SECTION 203-6 – ASPHALT CONCRETE

203-6.2 Mix Designs [Add the following]:

The asphalt concrete mix design shall be C2-PG70-10 and shall meet the composition and gradation requirements of Table 203-6.4.3 (A).

SECTION 207-17 PVC PLASTIC PIPE

207-17.3 Joining Systems

207-17.3.1 General [Add the following]:

SDR-35 PVC sewer pipe and fittings shall have elastomeric gasket joints.

SECTION 209-1 REGULATIONS AND CODES

209-1.1 SCOPE OF WORK [Add the following]:

The work covered by this section consists of furnishing and installing all materials, equipment, fixtures and performing all labor and operations for complete and operable systems.

Provide all new materials, unless noted otherwise, of the best quality, and in perfect condition, and materials of the same make and quality throughout the work and as hereinafter specified. Comply with the requirements of ASTM, NEMA, U.L., and NBFM for materials and equipment.

The intent of these specifications is to establish a standard of quality of materials installed. Include materials as specified without exception in the Base Bid. Submit for approval any proposed substitution, complete descriptive, technical, and cost comparison data and test reports. Do not furnish or install any substitute items without written approval at the time of contract signing. Reimburse the Owner for any additional engineering charges and for any changes in the work of other trades resulting from substitutions. List proposed substitutions on the Bid Form, stating the reasons for substitution. When requested by the Architect or Electrical Engineer, samples, electrically wired at 120V. with plug, or system demonstrations of both specified and proposed items will be submitted for inspection at the Electrical Engineer's office and at a time convenient to all concerned parties.

Where a substitution alters the design or space requirements indicated on the plans, Contractor is responsible for all additional cost for Engineering to revise plans.

209-1.1.1 Verifying Drawings and Job Conditions [Add the following]:

- a) Examine all drawings and specifications in a manner to be fully familiar of all work required.
- b) Visit the site and verify existing conditions. Where existing conditions differ from drawings, make adjustments and allowances for all necessary equipment to complete all parts of the drawings and specifications.

209-1.1.2 Shop Drawings [Add the following]:

- a) Submit drawings in six sets accompanied by letter of transmittal listing the number and dates of the drawings submitted.
- b) Mark the drawings submitted with the name of the project, numbered consecutively, and bearing approval as evidence that the drawings have been checked. Any drawings submitted without this approval will be returned for resubmission.
- c) Submit Shop drawings on, but not limited to, the following:

- 1) Pullbox Lids
- 2) Product List

209-1.1.3 Drawings of Record [Add the following]:

Provide and keep up-to-date, a complete record set of blue line prints. Show every change from the original drawings. Keep this set of prints on the job site, and use only as a record set. Do not make changes in the layout without definite instruction in each case. Obtain a set of Contract Drawings from Architect and incorporate all changes as noted on the record set of prints. Deliver this set to the Architect upon completion and acceptance of work.

209-1.1.4 Accuracy of Plans and Specifications [Add the following]:

- a) Plans and/or specifications showing deviation from standard practice methods or from compliance with codes, and/or any omissions, does not relieve the responsibility of furnishing, making or installing all items required by code and/or intended for the function of the system.

209-1.1.5 Permits, Fees and Insurance [Add the following]:

Obtain and pay for all insurance, permits, etc. necessary for this Contract.

209-1.1.6 Codes and Regulations [Add the following]:

All work performed under this Section of the Specifications complies with the rules and regulations of the Division of Industrial Safety, State of California, as set forth in the latest edition of the Electrical Safety Orders, the National Electrical Code, NFPA, and all rules and regulations of local codes having jurisdiction, including the presently adopted edition Title 21 and 24 California Administrative Code.

209-1.1.7 Testing and Adjustment [Add the following]:

Test all circuits, outlets, switches, lights, motors, circuit breakers and any other electrical equipment, upon completion of all electrical work.

209-1.1.8 Guarantees of Materials and Workmanship [Add the following]:

Furnish and install all materials under this Contract, new and free from all defects, and guaranteed for a period of two years from the date of acceptance of the work. Should any trouble develop during this period due to defective material or faulty workmanship, furnish all necessary labor and materials to correct the trouble without additional cost to the Contract. Correct any defective material or inferior workmanship noticed at the time of installation immediately, to the satisfaction of the Architect.

209-1.1.9 Removal of Rubbish [Add the following]:

Remove rubbish, excess materials, tools or equipment related to this portion of the work, frequently during construction and upon completion of the work.

209-1.1.10 Drawings and Specifications [Add the following]:

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvement – Phase 4

The electrical drawings are considered as part of these specifications, and any work or materials shown on the drawings and not mentioned in the specifications, or vice versa, shall be as if specifically mentioned in both.

The data herein specified and shown on the drawings is as exact as could be prepared, but their extreme accuracy is not guaranteed. The drawings and specifications are for assistance and guidance. The installation is essentially as shown and specified. The exact location of the equipment, material, apparatus and devices as well as the distances and levels, are more or less governed by the physical conditions and arrangements of the building. Accept this Contract with this understanding.

Make minor changes, when ordered by the Architect, accommodating the installation of the work with other sections of the Contract without additional cost to the Contract.

209-1.1.11 Safety Conditions [Add the following]:

It is the Contractor's responsibility to prevent any damages to personnel and/or property resulting from contact with new or existing energized circuits, switches, circuit breakers, or other electrical apparatus. All electrical work to be constructed with electrical systems de-energized in the area of work.

209-1.1.12 Final Inspection and Acceptance [Add the following]:

After all requirements of the specifications and drawings have been fully completed, a representative of the Owner will inspect the work. Provide competent personnel to demonstrate the operation of any item or system involved to the complete satisfaction of each representative.

SECTION 209-3 COMPONENTS

209-3.7 Pull Boxes [Add the following]:

Above grade level, provide stainless steel junction and pull boxes with removable covers, secured with tamperproof screws. The sizes of all boxes determined by the number and size of conductors entering the box, and by the sizes of conduit terminating in the box. All boxes conform to the applicable Electrical Safety Orders, State of California. Pullboxes flush with grade shall be concrete, with bolt down concrete or steel covers, per plans, with engraved or beadweld identification.

209-3.7.1 Outlet Boxes [Add the following]:

Provide galvanized outlet boxes and covers, one piece pressed steel, knockout fixture outlets equipped with 3/8" fixture studs and plaster rings.

Where standard boxes are not suitable, provide boxes of special design to fit space.

Stainless steel for outlet boxes exposed to weather, in damp locations, or surface mounted with threaded hubs for conduit connections; cover made watertight with gasket and non-ferrous screws.

SECTION 209-4 STREET LIGHTING SYSTEM MATERIALS

209-4.2.4 Conductors [Add the following]:

Provide copper conductors, 600 volt A.C. unless noted otherwise. Aluminum conductors are not permitted.

Use THWN conductors for underground and damp locations, THHN for dry areas.

Deliver conductors to the site in unbroken packages, marked with the manufacturer's name, date of manufacture, voltage and classification letters. Use only wire recently manufactured (10 months or less).

Provide signal service and low voltage control conductors as specified or noted on the drawings.

No conductor supplying 120 volts or more will be smaller than No. 12 AWG unless otherwise noted on the drawings.

Fixture wire to comply with latest requirements of the National Board of Fire Underwriters. The carrying capacity of the wire as per the latest requirements of the National Electrical Code. No fixture wire may be smaller than #18 gauge. Protect wiring with tape or tubing at all points where abrasion is likely to occur.

Install all conductors of each electrical system in an approved raceway. Factory assemblies, non-metallic/pliable/corrugated raceways, type UF cable or multi-conductor assemblies are not approved.

Use solid conductor, size #10 AWG and smaller, stranded for #8 AWG and larger.

SECTION 212 – 1 LANDSCAPE MATERIALS

212 – 1.1 Top Soil

Top soil to be a 79/30 blend using sandy soil with humis compost 3/8" minus. Top soil to be produced by a licensed and permitted facility in the local area (Coachella Valley).

212 – 1.2.3 Commercial Fertilizer

Fertilizer soil amendments to be produced through thermophyllic composing measures for pathogen reduction. Amendments to be produced by a licensed and permitted facility and shall be locally produced (Coachella Valley) from local green waste.

212 – 1.2.5 Type 7 Mulch (inorganic mulch, decomposed granite)

All planting areas to be mulched with decomposed granite. Decomposed granite is to be 3/8" minus as specified on plans with 11% fines, moisture conditioned, and placed in a minimum 2" compacted layer unless otherwise stated within the plans. Contractor to submit one cubic foot sample for approval prior to installation.

212 – 1.4 Plants

212 – 1.4.1 General

All plants will be true to name, and one of each tree and no less than 2% of each plant species will be tagged with the name and size of plants in accordance the standards of practice recommended by the American Association of Nurseryman. The root condition of plant furnished in containers will be checked. The City's representative will check no more than two plants of each species or variety from each source. All plants rendered unsuitable will be rejected and replaced at no additional cost. In case the sample plants are found to be defective, the entire lot or lots of plants represented by the defective samples may be rejected.

All trees and shrubs will be from nurseries in geographical areas with similar climates and transported covered. The specified standard height and diameter will be set by the American Standard for Nursery Stock.

212 – 1.4 .2 Trees

All trees shall be standard with branching to begin no less than 4' – 0" from ground level, unless otherwise indicated on plans, unless otherwise indicated on drawings.

The height of the trees will be measured according to ANSI Z60.1 standards. All trees will have a single leader and begin branching no lower than four (4) feet from ground, unless otherwise indicated on drawings.

212 – 1.6 Rock Cobble

Size and quantity should be shown on drawings. Cobble type and size shall be as noted on the plans. A sample of each type cobble shall be submitted to Owner for approval.

212 – 1.12 Certification and Submittals

The following written certifications are required to be submitted to the Client upon delivery of the respective materials to the job site:

- a. Total quantity of fertilizers by type
- b. Total quantity of inorganic and/or organic mulch
- c. Total quantity of plants by type

All submitted products may only be used when approved by the Client.

SECTION 212-2 IRRIGATION SYSTEM MATERIALS

212 – 2.1 Irrigation Materials

212 – 2.1.1 Pipe and Fittings

212 – 2.1.3 Plastic Pipe for use with Solvent Weld Socket or Threaded Fittings

The Main Line Pressure Pipe shall be PVC Class 315 Type 1, Grade 1 pipe. Lateral Pipe will be a minimum of ¾" diameter PVC Schedule 40, ASTM D 1784. All PVC plastic pipes will bear the following markings: the manufacturers name, nominal pipe size or schedules.

Main Line Fittings will be fitted together will be solvent welded using pipe primer ASTM F656 and pipe solvent ASTM D-2564. All other fittings will be fitted together will be solvent welded with pipe solvent ASTM D-2564, NSF or approved equal.

212 – 2.2 Valve and Valve Boxes

212-2.2.1 General

Valve shall be of the size, type, and capacity designated on the Plans or in the Specifications and shall comply with the requirements specified herein.

All valves shall be capable of satisfactory performance at a working pressure of 1380 kPa (200 psi). Valves shall be designed to permit disassembly to replace sealing components without removal of the valve body from the pipeline.

212-2.2.2 Gate Valves

Gate valves in sizes 50 mm (2 inches) and smaller shall be all bronze double disc wedge type with integral taper seats and non-rising stem.

Size 60 mm (2 ½ inches) and larger shall be iron body, brass trimmed with other features the same as for 50 mm (2 inch).

212-2.3 Backflow Preventer Assembly. The backflow preventer assembly shall consist of a backflow preventer unit and related components conforming to the governing code requirements.

212-2.2.6 Quick-coupling Valves and Assemblies

Quick-coupling valves shall be brass or bronze with built-in flow control and self-closing valve and supplied in 19 mm (¾ inch) size unless otherwise required. When a quick-coupler assembly is specified, it shall consist of the valve, quick coupler connection and hose swivel.

212 – 2.2.7 Valve Boxes

Valve Boxes and Quick Coupler Boxes will be fabricated from a durable, weather – resistant plastic material resistant to sunlight and chemical action of soils. The valve box cover will be secured with hidden latch mechanism or bolts. The cover and box will be capable of sustaining a load of 1,500 pounds. The valve boxes and cover shall be tan in color in shrub areas and green in turf areas.

212-2.3 Backflow Preventer Assembly.

The backflow preventer assembly shall consist of a backflow preventer unit and related components conforming to the governing code requirements.

212-2.2.4 Remote Control Valves

Electric Remote Control Valves will be as noted on the drawing, and will be identified per plan and/or with Christy's tag or equal.

212 – 2.4 Sprinkler and Drip Emitter Equipment

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvement – Phase 4

Irrigation heads and drip / emitters will be as noted on drawings.

SECTION 212 – 3 ELECTRICAL MATERIALS

212 – 3.1 General

The Contractor shall furnish and install all electrical equipment and materials required for a complete electrical system.

All equipment and materials shall comply with the requirements of the governing code and the serving utility and shall be approved and identified by Underwriters Laboratories, Inc. (UL).

212 – 3.2.1 Conduit

Sleeve pipe will be 4" in diameter or 2 times the size of conduit being sleeved.

212 – 3.2.2 Conductors

Remote control wire will be direct-burial AWG-UF type, sized according to manufacturer specifications, and in no case smaller than 14 gauge.

212-3.3 Controller Unit

The type of control unit shall be as called for on the Plans. It shall be fully automatic, with provisions for manual operation, sized to accommodate the number of stations or control valves included in the system. Outdoor models shall be housed in vandal-proof and weatherproof enclosure with locking cover.

212 – 2.1.1 Pipe and Fittings

212 – 2.1.3 Plastic Pipe for use with Solvent Weld Socket or Threaded Fittings

The Main Line Pressure Pipe shall be PVC Class 315 Type 1, Grade 1 pipe. Lateral Pipe will be a minimum of ¾" diameter PVC Schedule 40, ASTM D 1784. All PVC plastic pipes will bear the following markings: the manufacturers name, nominal pipe size or schedules.

Main Line Fittings will be fitted together will be solvent welded using pipe primer ASTM F656 and pipe solvent ASTM D-2564. All other fittings will be fitted together will be solvent welded with pipe solvent ASTM D-2564, NSF or approved equal.

**PART 3
CONSTRUCTION METHODS**

SECTION 300-5 BORROW EXCAVATION

300-5.2.1 Imported Fill Material [Add the following]:

Imported fills soils should be non-expansive, granular soils meeting the USCS classifications of SM, SP-SM or SW-SM with a maximum rock size of 3-inches and 5 to 35% passing the No. 200 sieve. The geotechnical engineer should evaluate the import fill soils before hauling to the site. The imported fill soil shall be placed in lifts no greater than 8-inches in loose thickness and compacted to at least 90% relative compaction (ASTM D 1557) near optimum moisture content. See geotechnical report in Appendix "A".

SECTION 301-1 SUBGRADE PREPARATION

301-1.2 Preparation of Subgrade [Add the following]:

All pavements should be placed on 12-inches of moisture conditioned subgrade, compacted to a minimum of 90-percent of ASTM D 1557 maximum dry density near its optimum moisture as required in the geotechnical report in Appendix "A".

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade [Amend 1st sentence as follows]:

Utility manhole and vault frames and cover within an area to be paved with Fairground property will be set by the contractor to finish grade.

SECTION 303 – 5 CONCRETE FOR ROCK COBBLE PLACEMENT

Concrete shall conform to the Standard Specifications as modified herein.

Payment for **concrete for rock cobble placement** shall be included in the contract bid price per square foot of "Construct Cobble Rock Blanket" as described in the pay item descriptions.

SECTION 306-1 OPEN TRENCH OPERATIONS

306-1.4 Testing Pipelines

306-1.4.1 General [Add the following]:

All leakage, exfiltration and infiltration test for sewer pipe shall be performed in accordance with the standard and specifications of Valley Sanitary District.

SECTION 307- STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-1.1.2 Installation [Add the following]:

If construction of building reveals that any part of the Electrical Work would not be readily accessible if installed according to drawings, notify the Architect before proceeding with such

installation.

All concrete work such as pull boxes, raised pads, conduit envelopes and other areas where affecting Electrical Work are the responsibility of the Electrical Contractor.

Coordinate layout and installation of electrical work with the overall construction schedule and work schedules of various trades to prevent delay in completion of the project.

Verify dimensions and information regarding accurate location of equipment, structural limitations, and finish with other affected sections.

Job Conditions:

The drawings do not always show offsets, bends, special fittings or junctions or pull boxes necessary to meet job conditions. Provide the items as required at no cost to the Owner.

Weatherproof Equipment:

Use weather resistant electrical devices or equipment located in damp, semi-exposed areas. Comply with NEMA Type 3R requirements for enclosures.

Where devices are shown diagrammatically in the same location, neatly group them together in a reasonable manner. Provide one-piece plate where such is manufactured.

Equipment requiring electrical under other sections is part of the Contract. Work includes all necessary connections.

307-12 CONDUIT

307-12.8 Conduit Installation [Add the following]:

Install all conduit concealed, except where specifically indicated as exposed. Use rigid galvanized steel or I.M.C. for all exposed conduit. Paint with two coats to match adjacent surroundings, if viewed by the public.

Use galvanized rigid steel on all conduit installed in concrete and masonry walls, 3/4 inch trade size minimum, unless otherwise specified and/or noted on the plans. Verify conduit runs in concrete slab, prior to placement. Otherwise, do not run conduits in slabs.

Run conduit so as not to interfere with or contact other piping, fixtures or equipment. Maintain 6" separation from water piping.

Cut the ends of all conduit square and carefully ream out to full size, and shoulder in fitting.

No running threads will be permitted in locations exposed to the weather, in concrete or underground. Use special watertight union fittings in these locations.

Use PVC Schedule 40 or 80 for all underground conduits. Install all underground conduit at a depth of not less than 24 inches below the final finish grade, unless under concrete slabs or otherwise noted and/or specified. Cap PVC conduit with minimum 3 inch concrete cap or provide metallic high voltage tape buried 12" above conduit, except under floor slab or under concrete walk, in which case, install 6" below bottom of slab. Use IMC for all horizontal and vertical

sweeps or risers with factory applied PVC coating. Verify with serving utilities for service conduits, bends, depth below grade, backfill, etc. for specific types. Schedule 80 PVC sweeps are permitted for conduits 4" diameter and greater.

Sawcut, remove, and replace all pavements, curbs, sidewalks and gutters, whenever necessary for laying conduit, or whenever damaged by the operations of this trade, in accordance with the project special provisions for associated item of work. Replace materials with quality and finish equal to that removed or damaged.

Support all conduit in intervals not less than 10'-0" and within 36 inches from any outlet and at each side of bends and elbows. Use galvanized, concealed conduit supports, heavy stamped, one hole malleable conduit clamps secured with nails. On exposed conduit supports, use two hole clamps with screws, or galvanized steel framed channels secured by screws may be used for conduit supports. Perforated iron for supporting conduit is not permitted.

Use rigid galvanized steel or I.M.C., threaded, for exposed conduit runs. Install parallel or perpendicular to walls, structural members or intersection of vertical plane and ceilings. Avoid field made bends and offsets where possible. Do not install crushed or deformed raceways.

Provide a heavy nylon cord pull rope in all empty conduits for future use. Leave in place for future use in all runs and tagged with plastic tag at terminating end indicating the location of the opposite end of the conduit.

Use factory-manufactured ells, except where noted otherwise. Field bends are permitted for EMT conduit less than 1" diameter. Conduit radius for signal system is ten times the internal diameter of the conduit.

Cap or seal all conduit ends until wires are pulled.

Use approved type-bending machines for PVC conduits. Use of blow torch is prohibited.

For grouping, use conduit trapezes made up of suitable Unistrut or Kindorf hangers.

Seal or cap all conduit for a watertight installation.

Use approved conductor pulling machines for all underground conduits. Use of truck is prohibited.

SECTION 308 – 1 General

Landscape and irrigation installation shall conform to the provisions of Section 308 of the Standard Specifications and their provisions.

The Contractor shall visit the construction site and shall take all measurements and obtain any other information as may be necessary for a complete and conclusive bid.

The work required is indicated on the drawings and includes, but is not necessarily limited to: soil preparation; installing irrigation system; planting and staking trees; planting shrubs and ground cover, providing and placing inorganic mulch; weed control 90-day plant establishment period including guaranteeing plants and or replacing plants (See Section 308-6).

All landscape materials and installations will be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of not less than 90 days, except all tree species (including palm trees), which shall be guaranteed for a period of one year. During the guarantee period, any material found to be dead, missing, or in poor condition will be replaced by the Contractor within five (5) days of written notification. The Client's representative will be the sole judge as to the condition of the material. Replacement will be made in accordance with these specifications and the plans. Material and labor involved in replacing plant material will be provided by the Contract at no expense.

308 – 1.1 Inspections

Inspections ensure compliance with the drawings and specifications. The Contractor will contact the Client's representative at least 48 hours (two working days) in advance of each inspection. An inspection is required at each of the following steps listed below:

- Inspection of rough grade
- Acceptance of organic mulch and taking of soil samples
- Inspection of soil amendment work
- Inspection of plants at nursery and upon delivery to the project site.
- Irrigation coverage test
- Irrigation main lines, valves, laterals, and wires before backfill or during irrigation installation.
- During planting
- At the start of the establishment period
- At the end of the plant establishment period, concurrent with final acceptance of the project. Project acceptance will be confirmed in writing.
- Completion of hardscape work.

The Contractor is required to notify the Client of work activity to be inspected. Give at least 48 hours notice for irrigation tests and plant delivery. No work will proceed until the Client has inspected and verbally approved the work activity. The Client will forward a written approval to the Contractor for the record.

308 – 1.2 Soil Testing

Soil testing is required to determine fertility of soil and required nutrient needs. The Contractor must obtain an agronomic soils test for all planting areas after soil preparation work but before planting. Tests will be performed by Client approved agronomic soil testing laboratory and will include a fertility and suitability analysis with written recommendations for soil amendments including post plant fertilization needs.

The soil report recommendations will take precedence over the minimum recommended amendment. A copy of the soil's report will be submitted to the Client for approval.

SECTION 308 – 2 EARTHWORK AND TOPSOIL PLACEMENT

308 – 2.3.1 General

All grading, mounding and all weed control measures shall be completed prior to planting. This work shall not commence until the agronomic soil test has been completed. Should 30 calendar days elapse between completion of soil preparation and commencement of planting, all areas will be prepared again.

Remove rocks, sticks, and other undesirable objects unsuitable to plants.

308 – 2.3.2 Fertilizers and Conditioning Procedures

Fertilizers will be applied according to the manufacturer's recommendation.

308 – 2.3.3 Weed Control Measures

Prior to blending or organic mulch into the soil, perform the following weed control measures (all herbicides used to be approved by Client):

Irrigate all areas designed to be planted for a minimum of (10) ten minutes per day for (7) seven days to germinate all weed seed possible.

Apply a translocated herbicide and allow sufficient time to completely kill off all germinated weeds.

308 – 2.4 Finished Grade

All landscape areas will be graded to finish grades, reestablishing flow lines as approved prior to amending the soil. Finish grades will be inspected upon completion. The contractor will not proceed with planting work until finish grades have been inspected and accepted by the Client.

308 – 2.5 Inorganic Mulch, Decomposed Granite

Decomposed granite shall be an imported 3/8" minus crushed with a minimum of 11% fines. Prior to placing decomposed granite, fine grade area, removing rocks greater than 1" in diameter, moisture condition and compact sub-grade material. Spread the decomposed granite over the planting area, moisten and compact with a sod roller.

308 – 2.6 Rock Cobble

Rock cobble shall be placed, as shown on the drawings. Rock cobble shall be installed on a 3" mortar bed where indicated in the construction details or loose filled over weed fabric as indicated in the construction details. Contractor shall provide a sample for approval prior to delivery to the site.

SECTION 308 – 4 PLANTING

308 – 4.1 General

All plants will be true to name, and one of each tree and no less than 2% of each plant species will be tagged with the name and size of plants in accordance with the standards of practice recommended by the American Association of Nurseryman. The root condition of plants furnished in containers will be checked. The Client's representative will check no more than two plants of each species or variety from each source. All plants rendered unsuitable will be rejected and replaced at no additional cost. In case the sample plants are found to be defective, the entire lot or lots of plants represented by the defective samples may be rejected.

All trees and shrubs will be transported covered. The specified standard height and diameter will be set by the American Standard for Nursery Stock. The height of the trees will be measured from the root crown to the last division of the terminal leader and the diameter will be measured six (6) inches above the crown

roots. All trees will have a single leader and begin branching no lower than four (4) feet from ground, unless otherwise indicated on drawings.

308 – 4.4 Specimen Planting

Set trees at a depth so the root crown is two (2) inches higher than the finish grade, if tree container is 24" box or larger, set tree in planting hole with container intact, bottom removed. After placing, remove all sides. Before backfilling, loosen or cut any circling or girdling roots then begin filling tree pits with the excavated soil. After filling halfway, add water to remove water pockets and tam in soil around the root ball with the handle end of the shovel. Once soils are completely compacted around the root ball, finish placing soil in the tree pit.

308 – 4.5 Tree and Shrub Planting

All trees shall be standards with branching to begin no less than 4' – 0" from ground level, unless otherwise stated on drawings.

The height of the trees will be measured according to ANSI Z60. 1 standards. All trees will have a single leader and begin branching no lower than four (4) feet from ground, unless otherwise indicated on the drawings.

Grade out planting area prior to planting shrubs. All shrubs will be planted similarly to the trees, in pre-moistened planting holes, roots loosened and soil gently compacted around the root ball.

Plant shrubs in no closer than outside of the tree's rootball. Immediately after planting, water plants.

Trees and shrubs in areas having decomposed granite mulch shall be planted two inches (2") high and decomposed granite will be installed in those areas the same day as planting. No decomposed granite is to be placed on or in the crown of trees or shrubs.

308 – 4.6 Plant Staking and Guying

308 – 4.6.4 Method "C" Tree Staking

For trees 24" box and smaller remove all stakes from tree trunks and re-stake trees as per the planting details. Install two (2), 2" diameter lodgepole pine stakes no closer than 12 inches from the root ball. Tie trees to stake using flexible tubing, such as Cinch Ties or equal. Loosely place ties around the trunk in a figure eight style and attach ends of tie to stake with staples, galvanized nails or approved equal. For trees 36" box or larger remove all stakes from tree trunks and secure the trees using a rootball fixing system such as The Platipus rootball fixing system, including Plati-mat as per the planting detail.

308 – 4.7 Ground Cover and Vine Planting

Grade out planting area prior to planting shrubs and ground cover. All shrubs and ground cover will be planted similarly to the trees, in pre-moistened planting holes, roots loosened and soil gently compacted around the root ball.

Plant shrubs and ground cover in no closer than 24 inches to tree trunks. Immediately after planting, water plants.

308 – 4.10 Watering

It will be the Contractor's responsibility to maintain a balanced watering program to ensure all plants receive proper amounts of water, well below the root system of plants.

SECTION 308 – 5 IRRIGATION MATERIALS/EXECUTION

308 – 5.1 General

The drawings are essentially diagrammatic. Minor adjustments may be required due to difference between the site and drawings.

Dig trenches and support pipe continuously on bottom of the ditch. Lay pipe to a level of grade. Trenching excavation will follow layouts indicated on the drawings to the depth below finish grades and as noted. Provide minimum cover of 24 inches for main pressure supply lines, and 18 inches cover for all lateral lines.

Provide minimum cover of 18 inches, maximum 24 inches for control wires. Excavation in areas where there are tree roots 2-inches in diameter and larger in diameter will be tunneled under and will be heavily wrapped with wet burlap to prevent scarring or dying.

Wiring will occupy the same trench and will be installed along the same route as the pressure supply lines and will be located below the supply lines wherever possible. Where more than one wire is placed in a trench, the wiring will be taped together at intervals of 12 feet and labeled with numbers at each end of the wire.

308 – 5.2 Irrigation Pipeline Installation

308 – 5.2.3 Plastic Pipeline

All threaded plastic-to-plastic connections will have Teflon tape applied to the male threads of connection prior to assembly. The number of wraps of Teflon tape shall be per manufacturer's recommendations or per industry standards.

Connect all metal components to plastic pipe connections will be made with a schedule 80 nipple, threaded one end, and a plastic slip coupling. Use Teflon tape on all male threads prior to assembly.

308 – 5.2.5 Sleeving

Sleeve pipe is to be placed a minimum of 3' deep. Prior to backfilling, attach ½" 2' long metal pipe at end of pipe for future assistance to locate.

Sawcut existing asphalt and install sleeves, backfill trench with transit mix (3 sack slurry) to a depth of 2" from top of existing asphalt surface. Top 2" of trench backfill shall be asphalt concrete pavement material to be CZ-AR 4000 per Standard Specifications for Public Works Construction.

308 – 5.4 Sprinkler Head Installation and Adjustment

Sprinkler heads and drip emitters will be installed as designated on the drawings and per Agency Standards. Spacing of the sprinkler heads will not exceed maximum indicated on the drawings. Drip emitters will be

placed 9" – 12" up-slope from plants.

308 – 5.5 Automatic Control System Installation

Remote control wire will be direct – burial AWG-UF type, sized according to manufacturer specifications, and in no case smaller than 14-gauge. Connections shall be either epoxy-sealed, packet-type or Penn-Tile connectors. Common wires for valves shall be white in color. Control wires shall be black and numbered. An extra numbered wire shall be installed from controller to each valve location and it shall be different (not white) in color.

The contractor will make connection to the existing irrigation controllers if required by plan.

An extra valve control wire will be installed for every six (6) remote control valves. Each extra control wire will be of a different color, extended to last valve, and be looped into each valve box.

Each point of connection will be equipped with an electric master valve. Piping from point of connection to control valve will be metal. Wiring for master valve will be as follows: white-common, black-power, orange-extra.

Controllers will be as stated on irrigation plan and approved by the Engineer or Landscape Manager.

308 – 5.6 Flushing and Testing

308 – 5.6.1 General

Irrigation design is based on available water pressure as indicated by Riverside County Economic Development Agency (Client). The Contractor will verify working water pressure prior to construction. Should a discrepancy exist, notify the Client prior to beginning Construction.

Location of the connection to the water supply shall be verified by the contractor prior to the commencement of any irrigation installation work. Minor changes caused by actual site conditions will be made at no additional cost to the Client. Contractor will have to run mainline pipe to the preventer(s) as indicated on the contract plans.

Prior to installation of irrigation heads, the valves will be opened and full head of water used to flush out the lines and risers. Sprinkler heads will be installed after flushing the system has been completed.

308 – 5.6.2 Pipeline Pressure Test

The main line will be tested for no less than six (6) hours and hold a static pressure of 150 psi.

SECTION 308 – 6 MAINTENANCE AND PLANT ESTABLISHMENT

308 – 6.1 General

The Contractor will maintain all landscaped areas for a minimum plant establishment period of not less than ninety (90) days from the date of written acceptance of the project. The plant establishment period will not start until all elements of the project that impacts the landscape are completed in accordance with the contract documents. Projects will not be segmented into phases, or accepted in phases. Written acceptance from the Owner must be obtained to start the plant establishment period will be suspended and will not re-

commence until Contractor has corrected all deficiencies.

308 – 6.2 Maintenance Tasks

During the contract period the Contractor will maintain the planted areas which are within the work limits of the contract including, but not limited to: 1) water; weeding; fertilizing and cultivating; and spraying to keep the plants in a healthy, growing condition and keeping the planted areas neat and attractive; 2) removing trash a minimum of once a week; 3) checking and repairing irrigation systems weekly; 4) pruning trees and shrubs planted under the contract only removing dead, dying or broken branches; 5) removing wilted flowers. **Note: Do not prune without first advising the Client.**

308 – 6.3 Replacement Plantings

After planting and during the plant establishment period, in the event any plant should die, is missing, weak or displays the appearance of necrosis, the plant will be immediately removed and replaced at the Contractor's expense. All replacements must occur within five (5) days of notice. At the end of the establishment period, all plants will be in a healthy, growing condition and located as indicated on the plan or as approved by the Client.

308 – 6.4 Fertilizing

Contractor will fertilize the plants one (1) month prior to the end of the establishment period. Follow manufacturer's application rate guide and water into planting immediately after applying fertilizers.

308 – 6.5 Weekly Reports

The Contractor, as part of this contract, will submit reports and schedules as requested. Failure to submit reports and schedules in the time specified may result in a Performance Deficiency Deduction. The Client will supply the format for these forms. Such reports must be filled out in detail. The following is a breakdown of required forms and schedules.

The Contractor shall submit these reports as they are completed. Weekly reports shall be filled out by Friday of every week. Payments due shall not be disbursed unless all reports have been submitted to the Client.

308 – 6.5.1 Schedule of Weekly Maintenance

Contractor shall provide a schedule of weekly maintenance identifying areas to be maintained and a breakdown of when each function shall be performed.

The Client will assume that the Contractor will adhere to the schedule. The Client must receive notification of changes at least 12 hours in advance.

308 – 6.5.2 Weekly Irrigation Inspection Report

This will be turned in every Friday.

308 – 6.5.3 Weekly Activity Report

Indicating the following:

Riverside County Fair and National Date Festival Fairgrounds Paving and Drainage Improvement – Phase 4

Litter pick
Weed control
Chemical maintenance – herbicides and pesticides applications
Incident/Accident

308 – 6.5.4 Landfill Diversion Report

308 – 6.5.5 Fertilization

308 – 6.6 Performance Deficiencies and Reduction in Payment Due

If performance by the Contractor is deficient, the Client reserves the right to subtract costs from the monthly billing and/or hire another contractor to provide the service and deduct the expense from the contract retention. Since it is difficult to quantify and assess a value to every aspect of the work, the Client shall implement a standard \$100 cost per incident. The following describes deficiencies:

Lack of compliance to specifications (i.e., failure to adequately mow, edge, litter pick, sweep/rake, weed, prune, remove dead plant material, etc.)

Failure to provide specified reports or to falsify reports.

Failure to supply adequate equipment, labor or supervision.

Failure to repair irrigation deficiencies in the allotted time frame.

Failure to comply with schedules. Variances may be approved by request. Delays in part acquisition or adverse weather conditions will be taken into consideration.

Failure to protect public health and safety.

308 – 6.7 End of Establishment Period

One week prior to the end of the establishment period, the Client will conduct a walk-through of the area, noting deficiencies and problems to be resolved. The Contractor will be required to resolve all noted items. If the items cannot be resolved within the time remaining, the establishment period will be extended, without cost to the client, until the items are corrected.

**APPENDIX A
GEOTECHNICAL REPORT FOR GRADING AND PAVING**

DAVID EVANS AND ASSOCIATES, INC.
800 NORTH HAVEN AVENUE, SUITE 300
ONTARIO, CALIFORNIA 91764

**GEOTECHNICAL ENGINEERING REPORT
PROPOSED IMPROVEMENTS
RIVERSIDE COUNTY FAIR AND
NATIONAL DATE FESTIVAL GROUNDS
INDIO, CALIFORNIA**

November 12, 2004

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File No.: 09853-01
04-11-702



Earth Systems

Southwest

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November 12, 2004

RECEIVED

File No.: 09853-01

04-11-702

David Evans and Associates, Inc.
800 North Haven Avenue, Suite 300
Ontario, California 91764

NOV 12 2004

DEA

Attention: Ms. Cris McPhail

Project: **Proposed Improvements**
Riverside County Fair and National Date Festival Grounds
Indio, California

Subject: **Geotechnical Engineering Report**

Dear Ms. McPhail:

We are pleased to present this geotechnical engineering report prepared for the proposed improvements at the Riverside County Fair and National Date Festival grounds in the City of Indio, California.

This report presents our findings and recommendations for site grading and pavement design, incorporating the information provided to our office. The site is suitable for the proposed development, provided the recommendations in this report are followed in design and construction. In general, the upper soils should be compacted to improve bearing capacity and reduce settlement. The site is subject to severe ground motion from the San Andreas fault. This report should stand as a whole and no part of the report should be excerpted or used to the exclusion of any other part.

This report completes our scope of services in accordance with our agreement, dated July 8, 2004. Other services that may be required, such as plan review and grading observation, are additional services and will be billed according to our Fee Schedule in effect at the time services are provided. Unless requested in writing, the client is responsible for distributing this report to the appropriate governing agency or other members of the design team.

We appreciate the opportunity to provide our professional services. Please contact our office if there are any questions or comments concerning this report or its recommendations.

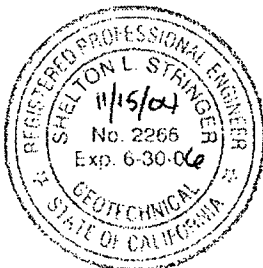
Respectfully submitted,
EARTH SYSTEMS SOUTHWEST

Shelton L. Stringer

Shelton L. Stringer
GE 2266

SER/sls/reh

Distribution: 6/David Evans and Associates, Inc.
1/RC File
2/BD File



i
TABLE OF CONTENTS

	Page
EXECUTIVE SUMMARY	ii
Section 1 INTRODUCTION	1
1.1 Project Description	1
1.2 Site Description	1
1.3 Purpose and Scope of Work	1
Section 2 METHODS OF INVESTIGATION.....	3
2.1 Field Exploration	3
2.2 Laboratory Testing.....	3
Section 3 DISCUSSION.....	4
3.1 Soil Conditions	4
3.2 Groundwater	4
Section 4 CONCLUSIONS.....	5
Section 5 RECOMMENDATIONS	6
SITE DEVELOPMENT AND GRADING	6
5.1 Site Development – Grading	6
5.2 Excavations and Utility Trenches	6
5.3 Slope Stability of Graded Slopes	7
5.4 Mitigation of Soil Corrosivity on Concrete	7
5.5 Seismic Design Criteria	8
5.6 Pavements	8
Section 6 LIMITATIONS AND ADDITIONAL SERVICES.....	10
6.1 Uniformity of Conditions and Limitations	10
6.2 Additional Services.....	11
APPENDIX A	
Figure 1 – Site Location Map	
Figure 2 – Boring Location Map	
Terms and Symbols used on Boring Logs	
Soil Classification System	
Logs of Borings	
APPENDIX B	
Laboratory Test Results	

EXECUTIVE SUMMARY

Earth Systems Southwest has prepared this executive summary solely to provide a general overview of the report. The report itself should be relied upon for information about the findings, conclusions, recommendations, and other concerns.

The site is located along Arabia Street near Gate 1 of the Riverside County Fair and National Date Festival grounds in the City of Indio, California. The proposed development will consist of new asphalt paving for the parking lot along Arabia Street, new concrete paving at Gate 1, and new curbs and gutters near the bazaar area.

The proposed project may be constructed as planned, provided that the recommendations in this report are incorporated in the final design and construction. Site development will include demolition of existing asphalt, site grading, asphalt parking lot construction, and concrete entrance construction.

We consider the most significant geologic hazard to the project to be the potential for severe seismic shaking that is likely to occur during the design life of the proposed structures. The project site is located in the highly seismic Southern California region within the influence of several fault systems that are considered to be active or potentially active. The site is located in Seismic Zone 4 of the 2001 California Building Code (CBC). Structures should be designed in accordance with the values and parameters given within the CBC. The seismic design parameters are presented in the following table and within the report.

SUMMARY OF RECOMMENDATIONS

Design Item	Recommended Parameter	Reference Section No.
Geologic and Seismic Hazards		
Significant Fault and Magnitude	San Andreas, M7.7	5.5
Fault Type	A	5.5
Seismic Zone	4	5.5
Soil Profile Type	S _D	5.5
Near-Source Distance	4.2 km	5.5
Near Source Factor, N _A	1.28	5.5
Near Source Factor, N _V	1.70	5.5
Pavement		
TI equal to 5.0 (Light Traffic)	3.0" AC / 4.0" AB	5.6
TI equal to 6.0 (Moderate Traffic)	3.5" AC / 5.0" AB	5.6
TI equal to 7.0 (Heavy Trucks)	4.0" AC / 7.0" AB	5.6
Existing Site Conditions		
Existing Fill	N/A	
Soil Corrosivity	low sulfates low chlorides	5.4

The recommendations contained within this report are subject to the limitations presented in Section 6 of this report. We recommend that all individuals using this report read the limitations.

GEOTECHNICAL ENGINEERING REPORT
PROPOSED IMPROVEMENTS
RIVERSIDE COUNTY FAIR AND
NATIONAL DATE FESTIVAL GROUNDS
INDIO, CALIFORNIA

Section 1
INTRODUCTION

1.1 Project Description

This geotechnical engineering report has been prepared for the proposed improvements at the Riverside County Fair and National Date Festival grounds in the City of Indio, California.

We understand that the proposed improvements will consist of demolition of existing asphalt, site grading, asphalt parking lot construction, and concrete entrance construction. Site grading is expected to be minimal.

1.2 Site Description

The proposed improvements are to be constructed on the Riverside County Fair and National Date Festival grounds. The site location is shown on Figure 1 in Appendix A.

The project site presently consists of an existing asphalt parking lot and Gate 1 entrance. Current paving and base thicknesses are discussed within this report. However, other buried remnants, such as old foundations, slabs, or septic systems, may exist on the site. There may also be underground utilities near and within the building area. These utility lines include, but are not limited to, domestic water, electric, sewer, telephone, cable, and irrigation lines not identified in marked easements cleared by Dig Alert.

1.3 Purpose and Scope of Work

The purpose for our services was to evaluate the site soil conditions and to provide professional opinions and recommendations regarding the proposed development of the site. The scope of work included the following:

- A general reconnaissance of the site.
- Shallow subsurface exploration by drilling seven exploratory borings to depths of 5 to 6.5 feet below existing grade.
- Laboratory testing of selected soil samples obtained from the exploratory borings.
- A review of selected published technical literature pertaining to the site.
- An engineering analysis and evaluation of the acquired data from the exploration and testing programs.
- A summary of our findings and recommendations in this written report.

This report contains the following:

- Discussions on subsurface soil and groundwater conditions.
- Graphic and tabulated results of laboratory tests and field studies.

- Recommendations regarding:
 - Site development and grading criteria.
 - Excavation conditions and buried utility installations.
 - Seismic design parameters.
 - Pavement structural sections.

Not Contained in This Report: Although available through Earth Systems Southwest, the current scope of our services does not include:

- A corrosive study to determine cathodic protection of concrete or buried pipes.
- An environmental assessment.
- An investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air on, below, or adjacent to the subject property.

Section 2 METHODS OF INVESTIGATION

2.1 Field Exploration

Seven exploratory borings were drilled to depths of 5 to 6.5 feet below the existing ground surface to observe the soil profile and to obtain samples for laboratory testing. The borings were drilled on September 24, 2004 using 8-inch outside diameter hollow-stem augers, powered by a Mobile CME 55 truck-mounted drilling rig. The boring locations are shown on the boring location map, Figure 2, in Appendix A. A hand-held GPS unit was used to acquire the boring location coordinates in the field, which were then applied to the boring location map.

Samples were obtained within the test borings using a Modified California (MC) ring sampler (ASTM D 3550 with shoe similar to ASTM D 1586). The MC sampler has a 3-inch outside diameter and a 2.37-inch inside diameter. The samples were obtained by driving the sampler with a 140-pound hammer, manually activated by rope and cathead, dropping 30 inches in general accordance with ASTM D 1586. Recovered soil samples were sealed in containers and returned to the laboratory. Bulk samples were also obtained from auger cuttings, representing a mixture of soils encountered at the depths noted.

The final logs of the borings represent our interpretation of the contents of the field logs and the results of laboratory testing performed on the samples obtained during the subsurface exploration. The final logs are included in Appendix A of this report. The stratification lines represent the approximate boundaries between soil types, although the transitions may be gradational.

2.2 Laboratory Testing

Samples were reviewed along with field logs to select those that would be analyzed further. Those selected for laboratory testing include soils that would be exposed and used during grading and those deemed to be within the influence of the proposed structure. Test results are presented in graphic and tabular form in Appendix B of this report. The tests were conducted in general accordance with the procedures of the American Society for Testing and Materials (ASTM) or other standardized methods as referenced below. Our testing program consisted of the following:

- In-situ Moisture Content and Unit Dry Weight for the ring samples (ASTM D 2937).
- Maximum density tests to evaluate the moisture-density relationship of typical soils encountered (ASTM D 1557).
- Particle Size Analysis (ASTM D 422) to classify and evaluate soil composition. The gradation characteristics of selected samples were made by hydrometer and sieve analysis procedures.
- R-Value test (ASTM D 2844) to evaluate the soil subgrade support for pavement design.
- Chemical Analyses (Soluble Sulfates and Chlorides, pH, and Electrical Resistivity) to evaluate the potential adverse effects of the soil on concrete and steel.

Section 3
DISCUSSION

3.1 Soil Conditions

The field exploration indicates that site soils consist generally of loose to dense, damp silty sands and sandy silts (Unified Soil Classification System symbols of SM and ML).

The boring logs provided in Appendix A include more detailed descriptions of the soils encountered. The soils are visually classified to be in the very low expansion ($EI < 20$) category in accordance with Table 18A-I-B of the California Building Code.

The site lies within a recognized blow sand hazard area. Fine particulate matter (PM_{10}) can create an air quality hazard if dust is blowing. Watering the surface, planting grass or landscaping, or placing hardscape normally mitigates this hazard.

3.2 Groundwater

Free groundwater was not encountered in the borings during exploration. The depth to groundwater in the area is believed to be about 30 to 40 feet deep. Groundwater levels may fluctuate with precipitation, irrigation, drainage, regional pumping from wells, and site grading.

Section 4 CONCLUSIONS

The following is a summary of our conclusions and professional opinions based on the data obtained from a review of selected technical literature and the site evaluation.

General:

- From a geotechnical perspective, the site is suitable for the proposed development, provided the recommendations in this report are followed in the design and construction of this project.

Geotechnical Constraints and Mitigation:

- The primary geologic hazard is severe ground shaking from earthquakes originating on nearby faults. A major earthquake above magnitude 7 originating on the local segment of the San Andreas fault zone would be the critical seismic event that may affect the site within the design life of the proposed development. Engineered design and earthquake-resistant construction increase safety and allow development of seismic areas.
- The project site is in seismic Zone 4, is of soil profile Type S_D, and is about 4.2 km from a Type A seismic source as defined in the California Building Code. A qualified professional should design any permanent structure constructed on the site. The *minimum* seismic design should comply with the 2001 edition of the California Building Code.
- The soils are susceptible to wind and water erosion. Preventative measures to reduce seasonal flooding and erosion should be incorporated into site grading plans. Dust control should also be implemented during construction. Site grading should be in strict compliance with the requirements of the South Coast Air Quality Management District (SCAQMD).
- The upper soils were found to be relatively loose to dense silty sand and sandy silt and are unsuitable in their present condition to support pavement. The soils within the improvement areas will require moisture conditioning, over-excavation, and recompaction to improve bearing capacity and reduce settlement from static and dynamic loading. Soils can be readily cut by normal grading equipment.

Section 5 RECOMMENDATIONS

SITE DEVELOPMENT AND GRADING

5.1 Site Development – Grading

A representative of Earth Systems Southwest (ESSW) should observe site clearing, grading, and the bottoms of excavations before placing fill. Local variations in soil conditions may warrant increasing the depth of recompaction and over-excavation.

Clearing and Grubbing: At the start of site grading, any existing vegetation, trees, large roots, pavements, foundations, non-engineered fill, construction debris, trash, and abandoned underground utilities should be removed from the proposed pavement areas. The surface should be stripped of any organic growth and removed from the construction area. Areas disturbed during demolition and clearing should be properly backfilled and compacted as described below.

Dust control should also be implemented during construction. Site grading should be in strict compliance with the requirements of the South Coast Air Quality Management District (SCAQMD).

Subgrade Preparation: In areas to receive fill, pavements, or hardscape, the subgrade should be scarified, moisture conditioned, and compacted to at least 90% relative compaction (ASTM D 1557) for a depth of 1 foot below finished subgrades. Compaction should be verified by testing.

Engineered Fill Soils: The native soil is suitable for use as engineered fill and utility trench backfill, provided it is free of significant organic or deleterious matter. The native soil should be placed in maximum 8-inch lifts (loose) and compacted to at least 90% relative compaction (ASTM D 1557) near its optimum moisture content. Compaction should be verified by testing. Rocks larger than 6 inches in greatest dimension should be removed from fill or backfill material.

Imported fill soils (if needed) should be non-expansive, granular soils meeting the USCS classifications of SM, SP-SM, or SW-SM with a maximum rock size of 3 inches and 5 to 35% passing the No. 200 sieve. The geotechnical engineer should evaluate the import fill soils before hauling to the site. However, because of the potential variations within the borrow source, import soil will not be prequalified by ESSW. The imported fill should be placed in lifts no greater than 8 inches in loose thickness and compacted to at least 90% relative compaction (ASTM D 1557) near optimum moisture content.

Site Drainage: Drainage should be maintained for paved areas. Water should not pond on or near paved areas.

5.2 Excavations and Utility Trenches

Excavations are not anticipated on this site. However, should the need for excavations arise, excavations should be made in accordance with CalOSHA requirements. Our site exploration and knowledge of the general area indicates there is a potential for caving of site excavations

(utilities, footings, etc.). Excavations within sandy soil should be kept moist, but not saturated, to reduce the potential of caving or sloughing. Where excavations over 4 feet deep are planned, lateral bracing or appropriate cut slopes of 1:1 (horizontal:vertical) should be provided. No surcharge loads from stockpiled soils or construction materials should be allowed within a horizontal distance equal to the depth of the excavation and measured from the top of the excavation slope.

Utility Trenches: Backfill of utilities within roads or public right-of-ways should be placed in conformance with the requirements of the governing agency (water district, public works department, etc.). Utility trench backfill within private property should be placed in conformance with the provisions of this report. In general, service lines extending inside of property may be backfilled with native soils compacted to a minimum of 90% relative compaction. Backfill operations should be observed and tested to monitor compliance with these recommendations.

5.3 Slope Stability of Graded Slopes

Due to the relative flat elevation of the existing and proposed improvements, no graded slopes are anticipated.

5.4 Mitigation of Soil Corrosivity on Concrete

Selected chemical analyses for corrosivity were conducted on soil samples from the project site as shown in Appendix B. The native soils were found to have a low sulfate ion concentration (55 to 72 ppm) and a low chloride ion concentration (7 to 10 ppm). Sulfate ions can attack the cementitious material in concrete, causing weakening of the cement matrix and eventual deterioration by raveling. Chloride ions can cause corrosion of reinforcing steel. The California Building Code does not require any special provisions for concrete for these low concentrations as tested. Normal concrete mixes may be used.

A minimum concrete cover of three (3) inches should be provided around steel reinforcing or embedded components exposed to native soil or landscape water. Additionally, the concrete should be thoroughly vibrated during placement.

Electrical resistivity testing of the soil suggests that the site soils may present a moderate potential for metal loss from electrochemical corrosion processes. Corrosion protection of steel can be achieved by using epoxy corrosion inhibitors, asphalt coatings, cathodic protection, or encapsulating with densely consolidated concrete.

The information provided above should be considered preliminary. These values can potentially change based on several factors, such as importing soil from another job site and the quality of construction water used during grading and subsequent landscape irrigation.

Earth Systems does not practice corrosion engineering. We recommend that a qualified corrosion engineer evaluate the corrosion potential on metal construction materials and concrete at the site to provide mitigation of corrosive effects, if further guidance is desired.

5.5 Seismic Design Criteria

This site is subject to strong ground shaking due to potential fault movements along the San Andreas fault. Engineered design and earthquake-resistant construction increase safety and allow development of seismic areas. The *minimum* seismic design should comply with the 2001 edition of the California Building Code using the seismic coefficients given in the table below.

2001 CBC Seismic Coefficients for Chapter 16 Seismic Provisions

		Reference
Seismic Zone:	4	Figure 16-2
Seismic Zone Factor, Z:	0.4	Table 16-1
Soil Profile Type:	S _D	Table 16-J
Seismic Source Type:	A	Table 16-U
Closest Distance to Known Seismic Source:	4.2 km = 2.6 miles	(San Andreas fault)
Near Source Factor, N _a :	1.28	Table 16-S
Near Source Factor, N _v :	1.70	Table 16-T
Seismic Coefficient, C _a :	0.56	= 0.44N _a Table 16-Q
Seismic Coefficient, C _v :	1.09	= 0.64N _v Table 16-R

The CBC seismic coefficients are based on scientific knowledge, engineering judgment, and compromise. If further information on seismic design is needed, a site-specific probabilistic seismic analysis should be conducted.

The intent of the CBC lateral force requirements is to provide a structural design that will resist collapse to provide reasonable life safety from a major earthquake, but may experience some structural and nonstructural damage. A fundamental tenet of seismic design is that inelastic yielding is allowed to adapt to the seismic demand on the structure. In other words, *damage is allowed*. The CBC lateral force requirements should be considered a *minimum* design.

5.6 Pavements

Since no traffic loading was provided by the design engineer or owner, we have assumed traffic loading for comparative evaluation. The design engineer or owner should decide the appropriate traffic conditions for the pavements. Maintenance of proper drainage is advised to prolong the service life of the pavements. Water should not pond on or near paved areas.

The following table provides our preliminary recommendations for pavement sections based upon an R-value of 40 as determined by our laboratory testing and assumed traffic indices for parking areas and travel lanes with truck traffic. Final pavement sections recommendations should be based on design traffic indices.

PRELIMINARY RECOMMENDED PAVEMENTS SECTIONS

R-Value Subgrade Soils – 40

Design Method – CALTRANS 1995

Traffic Index (Assumed)	Pavement Use	Flexible Pavements		Rigid Pavements	
		Asphaltic Concrete Thickness (Inches)	Aggregate Base Thickness (Inches)	Portland Cement Concrete (Inches)	Aggregate Base Thickness (Inches)
5.0	Auto Parking Areas	3.0	4.0	4.0	4.0
6.0	Light Traffic	3.5	5.0	5.0	4.0
7.0	Heavy Trucks	4.0	7.0	6.0	4.0

Notes:

1. Asphaltic concrete should be Caltrans, Type B, ½-in. or ¾-in. maximum-medium grading and compacted to a minimum of 95% of the 75-blow Marshall density (ASTM D 1559) or equivalent.
2. Aggregate base should be Caltrans Class 2 (¾ in. maximum) and compacted to a minimum of 95% of ASTM D1557 maximum dry density near its optimum moisture.
3. All pavements should be placed on 12 inches of moisture-conditioned subgrade, compacted to a minimum of 90% of ASTM D 1557 maximum dry density near its optimum moisture.
4. Portland cement concrete should have a minimum of 3250 psi compressive strength at 28 days.
5. Equivalent Standard Specifications for Public Works Construction (Greenbook) may be used instead of Caltrans specifications for asphaltic concrete and aggregate base.

Section 6 LIMITATIONS AND ADDITIONAL SERVICES

6.1 Uniformity of Conditions and Limitations

Our findings and recommendations in this report are based on selected points of field exploration, laboratory testing, and our understanding of the proposed project. Furthermore, our findings and recommendations are based on the assumption that soil conditions do not vary significantly from those found at specific exploratory locations. Variations in soil or groundwater conditions could exist between and beyond the exploration points. The nature and extent of these variations may not become evident until construction. Variations in soil or groundwater may require additional studies, consultation, and possible revisions to our recommendations.

Findings of this report are valid as of the issued date of the report. However, changes in conditions of a property can occur with passage of time, whether they are from natural processes or works of man, on this or adjoining properties. In addition, changes in applicable standards occur, whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one year.

In the event that any changes in the nature, design, or location of structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions of this report are modified or verified in writing.

This report is issued with the understanding that the owner or the owner's representative has the responsibility to bring the information and recommendations contained herein to the attention of the architect and engineers for the project so that they are incorporated into the plans and specifications for the project. The owner or the owner's representative also has the responsibility to verify that the general contractor and all subcontractors follow such recommendations. It is further understood that the owner or the owner's representative is responsible for submittal of this report to the appropriate governing agencies.

As the Geotechnical Engineer of Record for this project, Earth Systems Southwest (ESSW) has striven to provide our services in accordance with generally accepted geotechnical engineering practices in this locality at this time. No warranty or guarantee is express or implied. This report was prepared for the exclusive use of the Client and the Client's authorized agents.

ESSW should be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If ESSW is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

Although available through ESSW, the current scope of our services does not include an environmental assessment or an investigation for the presence or absence of wetlands, hazardous

or toxic materials in the soil, surface water, groundwater, or air on, below, or adjacent to the subject property.

6.2 Additional Services

This report is based on the assumption that an adequate program of client consultation, construction monitoring, and testing will be performed during the final design and construction phases to check compliance with these recommendations. Maintaining ESSW as the geotechnical consultant from beginning to end of the project will provide continuity of services. *The geotechnical engineering firm providing tests and observations shall assume the responsibility of Geotechnical Engineer of Record.*

Construction monitoring and testing would be additional services provided by our firm. The costs of these services are not included in our present fee arrangements, but can be obtained from our office. The recommended review, tests, and observations include, but are not necessarily limited to, the following:

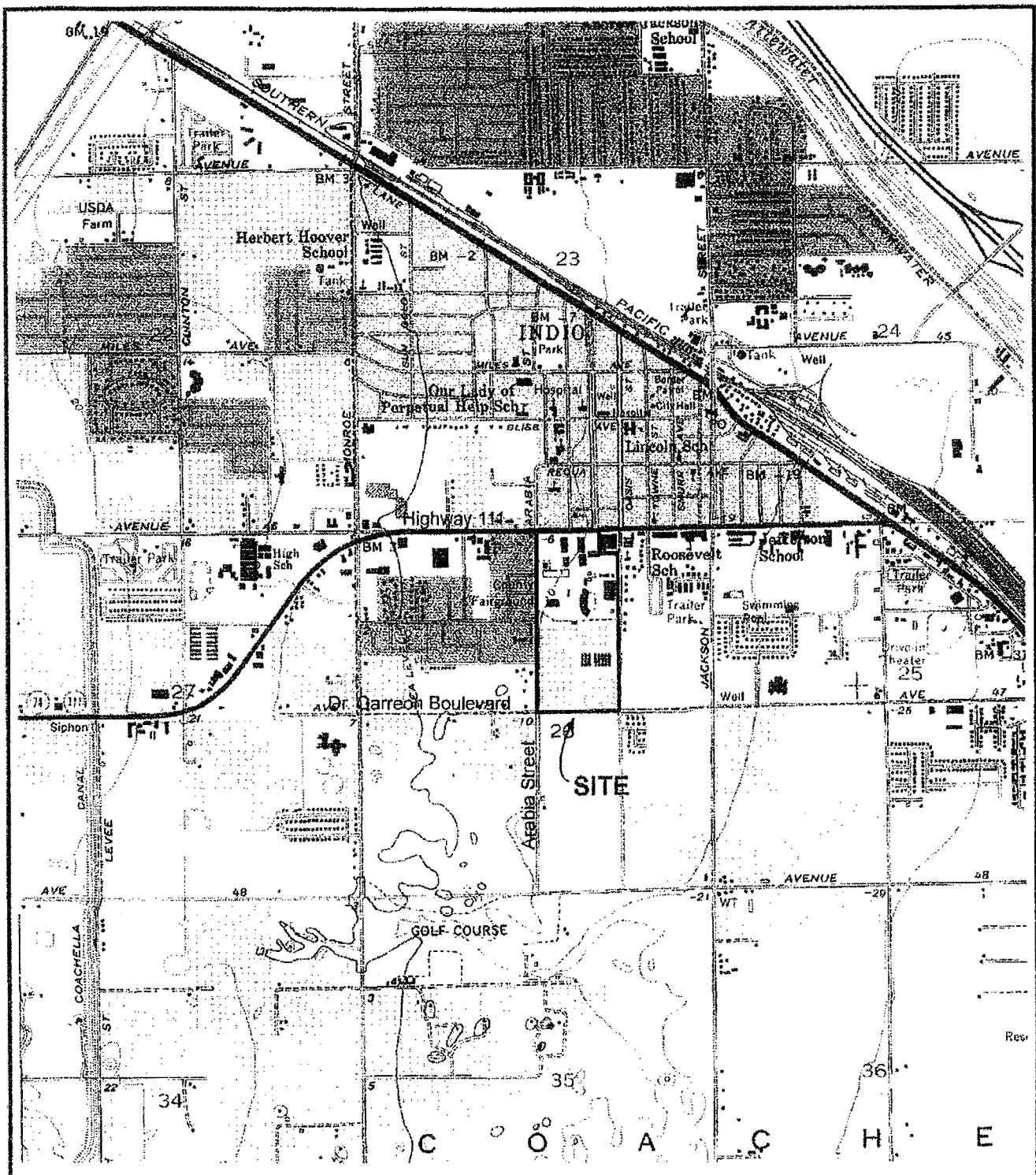
- Consultation during the final design stages of the project.
- A review of the building and grading plans to observe that recommendations of our report have been properly implemented into the design.
- Observation and testing during site preparation, grading, and placement of engineered-fill as required by CBC Sections 1701 and 3317 or local grading ordinances.
- Consultation as needed during construction.

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Appendices as cited are attached and complete this report.

APPENDIX A

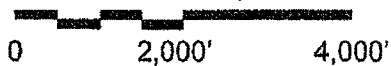
Figure 1 -- Site Location Map
Figure 2 -- Boring Location Map
Terms and Symbols used on Boring Logs
Soil Classification System
Logs of Borings



Base Map: U.S.G.S. 7.5 Minute Quadrangles, Indio, Calif. (1956, Photo Revised 1972)



Scale: 1" = 2,000'



**Figure 1
Site Location Map**

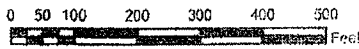
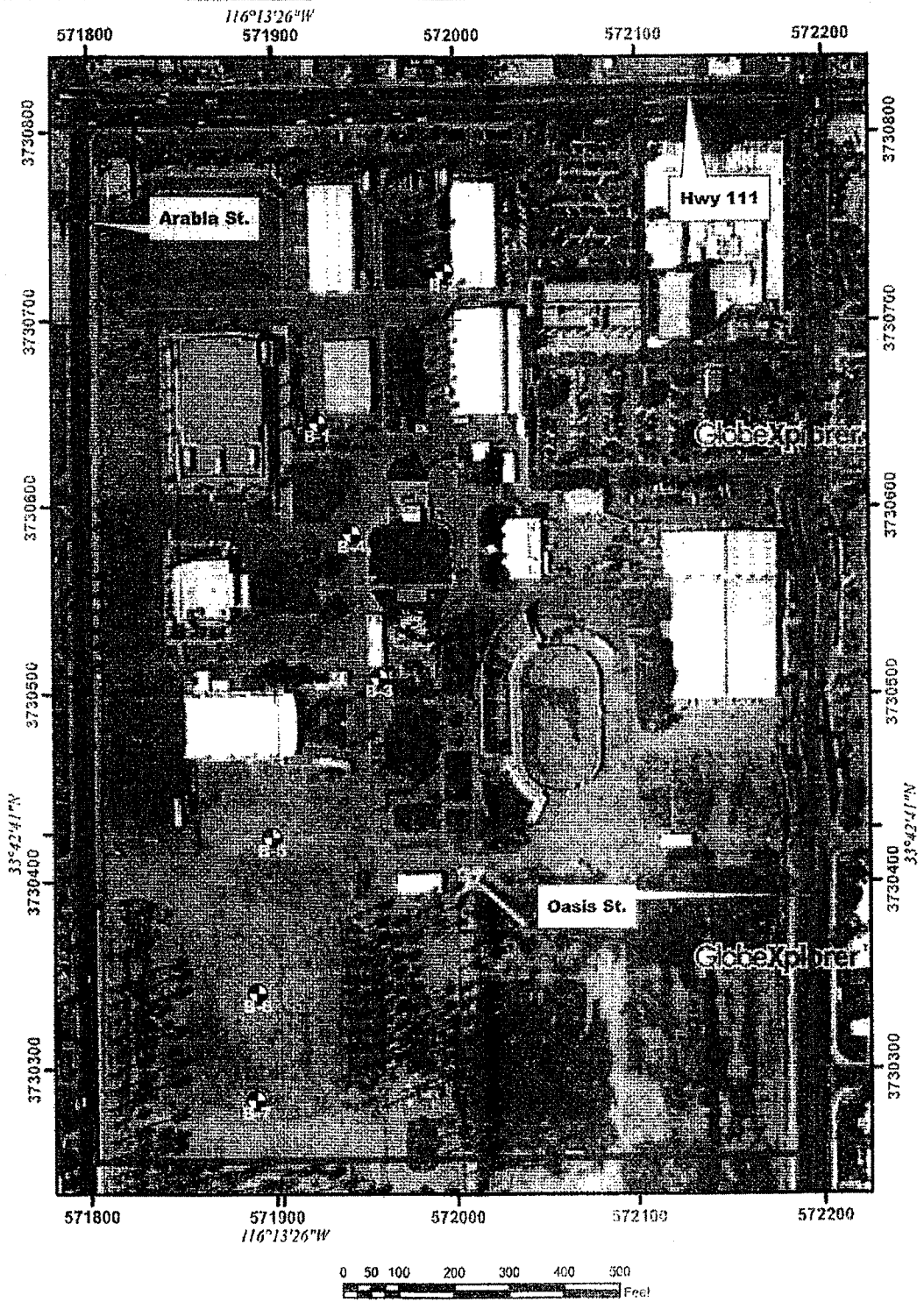
Riverside County Fairgrounds & Date Festival
Improvements along Arabia St. & Bazaar Area
Indio, California



**Earth Systems
Southwest**

11/12/04

File No.: 09853-01



LEGEND



-  Boring Location
-  Project Area



Figure 2
Boring Location Map

Riverside County Fairgrounds & Date Festival
Improvements along Arabia St. & Bazaar Area
Indio, California



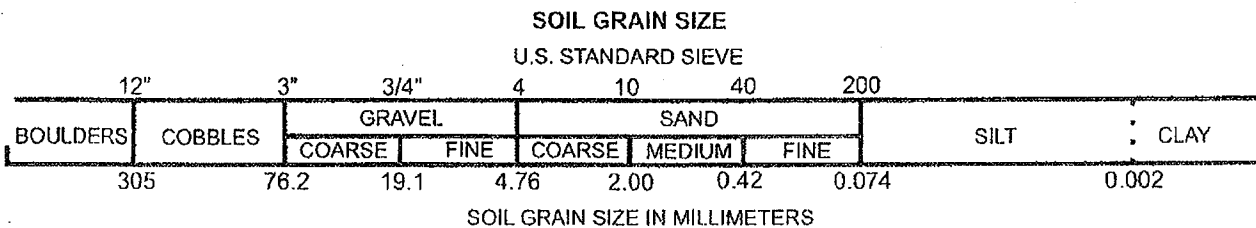
Earth Systems
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DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on ASTM Designations D 2487 and D 2488 (Unified Soil Classification System). Information on each boring log is a compilation of subsurface conditions obtained from the field as well as from laboratory testing of selected samples. The indicated boundaries between strata on the boring logs are approximate only and may be transitional.



RELATIVE DENSITY OF GRANULAR SOILS (GRAVELS, SANDS, AND NON-PLASTIC SILTS)

Very Loose	*N=0-4	RD=0-30	Easily push a 1/2-inch reinforcing rod by hand
Loose	N=5-10	RD=30-50	Push a 1/2-inch reinforcing rod by hand
Medium Dense	N=11-30	RD=50-70	Easily drive a 1/2-inch reinforcing rod with hammer
Dense	N=31-50	RD=70-90	Drive a 1/2-inch reinforcing rod 1 foot with difficulty by a hammer
Very Dense	N>50	RD=90-100	Drive a 1/2-inch reinforcing rod a few inches with hammer

*N=Blows per foot in the Standard Penetration Test at 60% theoretical energy. For the 3-inch diameter Modified California sampler, 140-pound weight, multiply the blow count by 0.63 (about 2/3) to estimate N. If automatic hammer is used, multiply a factor of 1.3 to 1.5 to estimate N. RD=Relative Density (%). C=Undrained shear strength (cohesion).

CONSISTENCY OF COHESIVE SOILS (CLAY OR CLAYEY SOILS)

Very Soft	*N=0-1	*C=0-250 psf	Squeezes between fingers
Soft	N=2-4	C=250-500 psf	Easily molded by finger pressure
Medium Stiff	N=5-8	C=500-1000 psf	Molded by strong finger pressure
Stiff	N=9-15	C=1000-2000 psf	Dented by strong finger pressure
Very Stiff	N=16-30	C=2000-4000 psf	Dented slightly by finger pressure
Hard	N>30	C>4000	Dented slightly by a pencil point or thumbnail

MOISTURE DENSITY

Moisture Condition: An observational term; dry, damp, moist, wet, saturated.
Moisture Content: The weight of water in a sample divided by the weight of dry soil in the soil sample expressed as a percentage.
Dry Density: The pounds of dry soil in a cubic foot.

MOISTURE CONDITION

Dry.....Absence of moisture, dusty, dry to the touch
 Damp.....Slight indication of moisture
 Moist.....Color change with short period of air exposure (granular soil)
 Below optimum moisture content (cohesive soil)
 Wet.....High degree of saturation by visual and touch (granular soil)
 Above optimum moisture content (cohesive soil)
 Saturated.....Free surface water

RELATIVE PROPORTIONS

Trace.....minor amount (<5%)
 with/some.....significant amount
 modifier/and...sufficient amount to
 influence material behavior
 (Typically >30%)

LOG KEY SYMBOLS

- Bulk, Bag or Grab Sample
- Standard Penetration Split Spoon Sampler (2" outside diameter)
- Modified California Sampler (3" outside diameter)
- No Recovery

PLASTICITY

DESCRIPTION	FIELD TEST
Nonplastic	A 1/8 in. (3-mm) thread cannot be rolled at any moisture content.
Low	The thread can barely be rolled.
Medium	The thread is easy to roll and not much time is required to reach the plastic limit.
High	The thread can be rerolled several times after reaching the plastic limit.





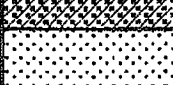
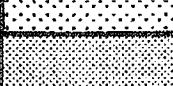
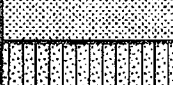






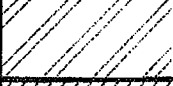


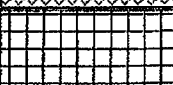

GROUNDWATER LEVEL

- Water Level (measured or after drilling)
- Water Level (during drilling)

Terms and Symbols used on Boring Logs



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Southwest**

MAJOR DIVISIONS		GRAPHIC SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS			
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS More than 50% of coarse fraction <u>retained</u> on No. 4 sieve	CLEAN GRAVELS		GW	Well-graded gravels, gravel-sand mixtures, little or no fines		
		GRAVELS WITH FINES		GP	Poorly-graded gravels, gravel-sand mixtures. Little or no fines		
				GM	Silty gravels, gravel-sand-silt mixtures		
			GC	Clayey gravels, gravel-sand-clay mixtures			
	SAND AND SANDY SOILS	CLEAN SAND (Little or no fines)		SW	Well-graded sands, gravelly sands, little or no fines		
				SP	Poorly-graded sands, gravelly sands, little or no fines		
		SAND WITH FINES (appreciable amount of fines)		SM	Silty sands, sand-silt mixtures		
				SC	Clayey sands, sand-clay mixtures		
			FINE-GRAINED SOILS	SILTS AND CLAYS		ML	Inorganic silts and very fine sands, rock flour, silty low clayey fine sands or clayey silts with slight plasticity
						CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	OL	Organic silts and organic silty clays of low plasticity					
	MH	Inorganic silty, micaceous, or diatomaceous fine sand or silty soils					
	CH	Inorganic clays of high plasticity, fat clays					
	OH	Organic clays of medium to high plasticity, organic silts					
HIGHLY ORGANIC SOILS			PT	Peat, humus, swamp soils with high organic contents			
VARIOUS SOILS AND MAN MADE MATERIALS				Fill Materials			
MAN MADE MATERIALS				Asphalt and concrete			
Soil Classification System							
 Earth Systems Southwest							