

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

453



FROM: Redevelopment Agency

SUBMITTAL DATE:

April 21, 2011

SUBJECT: El Cerrito Road and Storm Drain Improvements Project – Plans and Specifications

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a. The El Cerrito Road and Storm Drain Improvements Project is of primary benefit to the El Cerrito Sub-Area of Redevelopment Project Area 1-1986 by helping to eliminate blight within the project area by improving sidewalks, streets, curb, gutter, and the construction of a new storm drain;
 - b. No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;

(Continued)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 8,600,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Redevelopment Project Area 1-1986, El Cerrito Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer J. Sargent*
County Executive Office Signature
Jennifer J. Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 3, 2011
xc: RDA, EDA, Auditor, COB

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 4.1 of 8/26/02, 4.2 of 9/29/09 | District: 2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.1
RDA Form 11 Rev 06/2001

FISCAL FRULECURED APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 4/19/11
 DATE: 5/23/11
 DEPARTMENT: SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall Victor*
 MARSHALL VICTOR

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

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the cost of the project is consistent with the implementation plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which identifies road infrastructure as necessary improvements for the community;
2. Approve the plans and specifications for the construction of the project;
3. Upon completion of the bid process for the construction of the El Cerrito Road and Storm Drain Improvement Project, authorize the Executive Director of the Redevelopment Agency to submit the contract for award of the bid to the lowest responsive and responsible bidder to the Chairman of the Board, and authorize the Chairman to execute the agreement on behalf of the Board; provided that, if any of the following occur, the award will be submitted to the Board for action: there is a bid protest, the lowest bid exceeds the estimated construction budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error;
4. Approve the total budget of \$8,600,000; and
5. Authorize the Clerk of the Board to advertise the Notice of Inviting Bids for the project.

BACKGROUND:

On March 26, 2002, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the El Cerrito Road and Storm Drain Improvement Project. The project consists of storm drain improvements to provide ultimate flow capacity, median, street improvements including curb, gutter, sidewalks, and installation of a traffic signal at the intersection of El Cerrito Road and Evelyn Street along the segment of El Cerrito Road between Interstate 15 and Temescal Canyon Road in the unincorporated community of El Cerrito. The design plans and specifications for the project have been completed.

These improvements will benefit the El Cerrito Sub-Area of Redevelopment Project Area 1-1986 by helping to eliminate blight within the project area by installing sidewalks, streets, curb, gutter, and the construction of a new storm drain, and significantly improving the pedestrian access in the area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) has agreed to provide funding for the drainage improvement segment of the project not-to-exceed the amount of \$2,900,000 (construction costs, inspection, and plan checking fees). An agreement between the Redevelopment Agency for the County of Riverside and RCFC&WCD is being processed and will be submitted for approval by RCFC&WCD and Redevelopment Agency (RDA) when finalized.

RDA staff prepared an initial study to analyze the proposed project to determine if any potential significant impacts upon the environment would result from construction and implementation of the project. The analysis contained in the initial study demonstrates that the project would not have any significant impacts on the environment with the implementation of the mitigation measures contained in the initial study and Mitigation Monitoring and Reporting Program for Environmental Assessment No. RDA/CEQA 2008-3 adopted by the Board of Directors of the Redevelopment Agency for the County of Riverside on September 29, 2009.

(Continued)

BACKGROUND: (Continued)

Estimated construction cost of the project is \$7,000,000 and has been allocated as follows:

Project Budget:

Construction	\$7,000,000
Project Management	\$200,000
Permits, Testing, Inspection, & Miscellaneous Costs	\$200,000
Utility Relocation and Development Fees	\$200,000
Construction Management Costs	\$200,000
County Counsel Fees	\$100,000
Project Contingency	\$700,000
Total:	\$8,600,000

Agency staff recommends that the Board of Directors make the recommended findings, approve the plans and specifications, and authorize the Clerk of the Board to advertise the Notice of Inviting Bids for the project.

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

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR
EL CERRITO ROAD IMPROVEMENT PROJECT

BID OPENING: _____, 2011 AT 2:00 PM

Prepared By

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

SIGNATURE _____

DATE _____

807-30
DKJ/JRB/blt

MAY 03 2011 4.1 ps BY: MAHAL VICTOR 4/14/11
FORM APPROVED COUNTY COUNSEL
DATE

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NOTICE INVITING BIDS

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

NOTICE INVITING BIDS

FOR
EL CERRITO ROAD IMPROVEMENT PROJECT

Prospective bidders are hereby notified that the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Owner) will receive sealed bid proposals for EL CERRITO ROAD IMPROVEMENT PROJECT. Such proposals will be received until [REDACTED], 2011 at [REDACTED] at the office of the Clerk of the Board, 4080 Lemon Street, 1st Floor, Riverside, California, 92501, at which time said bids will be publicly opened and read.

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

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

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

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

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

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

Contract Documents may be obtained from Krieger & Stewart, Incorporated, 3602 University Avenue, Riverside, California, 92501, upon payment of a one hundred seventy five dollar (\$175.00) non-refundable fee. Contract Documents will be mailed upon payment of an additional ten dollar (\$15.00) non-refundable fee. MAKE ALL CHECKS PAYABLE TO "KRIEGER & STEWART".

For further information, contact Daniel Jagers at Krieger & Stewart, whose telephone number is (951) 684-6900, or Bob Lucas at the Redevelopment Agency for the County of Riverside, whose telephone number is (951) 955-8916.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

Dated: [REDACTED]

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

BIDDING DOCUMENTS

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

BIDDING DOCUMENTS

FOR
EL CERRITO ROAD IMPROVEMENT PROJECT

A. INSTRUCTIONS TO BIDDERS

1. Responsible Bidders

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

2. Completion of Bid Proposal and Supporting Documents

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

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

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

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

3. **Omissions and Discrepancies**

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

4. **Signature and Seal**

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

5. **Bid Proposal Guarantee**

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

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

6. **Packaging and Delivery of Bid Proposal and Guarantee**

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

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

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

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

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

7. **Withdrawal of Bid Proposal**

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

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

8. Modification of Bid Proposal

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

9. Opening and Awarding of Bids

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

In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where applicable, in case of discrepancy between the written price and the numerical price, the written price shall prevail.

10. Return of Proposal Guarantees

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

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

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

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

And

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

Should any surety or sureties upon said bonds or any of them become insufficient, successful Bidder shall renew said bond or bonds with good and sufficient sureties within ten (10) calendar

days after receiving notice from the County that the surety or sureties are insufficient. Cost of bonds shall be included in the bid price.

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

12. Execution of the Contract

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

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

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

13. Withheld Contract Funds

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

B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS

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

1. Proposal

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for EL CERRITO ROAD IMPROVEMENT PROJECT.

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

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

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

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

*Payment bond not required for materials only proposal.

2. **Statement of Experience***

a. **Bidder**

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

Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

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

b. **Subbidders**

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

1) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

3) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

* Not required for materials only proposal

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

c. Bidder Projects (use reverse side if necessary)

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

1) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

2) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

3) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

* Not required for materials only proposal

c. Bidder Projects (Continued)

4) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

5) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

6) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

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

d. Subbidder Projects (use reverse side if necessary)

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

1) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

2) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

3) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

* Not required for materials only proposal

d. Subbidder Projects (Continued)

4) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

5) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

6) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

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

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

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

1) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

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

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

1) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

2) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

* Not required for materials only proposal

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

3) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

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

3) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

3. Supplemental Instructions to Bidders

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

Bid Schedule I	General Work
Bid Schedule II	El Cerrito Road - Storm Drain Work (Utilizing Cast-In-Place RCB from Station 78+10.00 to Station 82+17.67)
Bid Schedule IIA	El Cerrito Road - Storm Drain Work (Utilizing Precast RCB from Station 78+10.00 to Station 82+17.67) <i>(Alternative to Bid Schedule II)</i>
Bid Schedule III	Marilyn Drive - Storm Drain Work
Bid Schedule IV	El Cerrito Road - Street Improvement Work
Bid Schedule V	Frances Street - Street Improvement Work
Bid Schedule VI	Evelyn Street - Street Improvement Work
Bid Schedule VII	Temescal Canyon Road - Removal of 10" Irrigation Pipeline
Bid Schedule VIIA	Temescal Canyon Road - Relocation of 10" Irrigation Pipeline <i>(Alternative to Bid Schedule VII)</i>

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

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

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

4. **Bid Schedule**

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

**BID SCHEDULE I
EL CERRITO ROAD IMPROVEMENT PROJECT
GENERAL WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish contract bonds, project insurance, all project permits, mobilization, demobilization, and project management.	1	L.S.	N/A	\$ _____
102	Furnish water control needed to control surface runoff, storm drain flow, and groundwater within construction area, including furnishing all required permits.	1	L.S.	N/A	\$ _____
103	Furnish traffic control, including traffic control drawings for approval, and furnishing and installing all signs, delineators, arrowboards, and flagmen in accordance with County of Riverside and Caltrans Standards and Permits.	1	L.S.	N/A	\$ _____
104	Furnish dust abatement.	1	L.S.	N/A	\$ _____
105	Maintain and implement a SWPPP, non-stormwater pollution control, and all related work, including furnishing any required authorization letters or permits.	1	L.S.	N/A	\$ _____

**BID SCHEDULE I
EL CERRITO ROAD IMPROVEMENT PROJECT
GENERAL WORK**

TOTAL BID (Sum of Bid Items 101 through 105):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
201	Clearing and miscellaneous work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$ _____
202	Excavation and all related work (RCFC&WCD Special Provisions 14.3).	8,150	C.Y.	\$ _____	\$ _____
203	Backfill (except slurry cement and concrete backfill) for proposed storm drain, after removal of existing RCB storm drain and concrete channel, and all related work (RCFC&WCD Special Provisions 14.12).	12,000	C.Y.	\$ _____	\$ _____
204	Slurry cement backfill for RCB storm drain per Caltrans Specification 19-3.062, and all related work (RCFC&WCD Special Provisions 14.15).	180	C.Y.	\$ _____	\$ _____
205	Concrete backfill (Class C) for RCP storm drain, and all related work (Storm Drain General Notes).	80	C.Y.	\$ _____	\$ _____
206	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5 feet deep (RCFC&WCD Special Provisions 15.2).	1	L.S.	N/A	\$ _____
207	Furnish falsework in accordance with Cal/OSHA Standards (RCFC&WCD Special Provisions 15.3).	1	L.S.	N/A	\$ _____
208	Furnish and install cast in place 4.5'x11' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88 (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	206	L.F.	\$ _____	\$ _____

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
209	Furnish and install cast in place 4.5'x10' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88 (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	779	L.F.	\$ _____	\$ _____
210	Furnish and install precast 4.5'x10' AASHTO M273 reinforced concrete box storm drain per Caltrans Standard Drawing Nos. XS17-020E, XS17-030E, and XS17-040E (concrete strength as required for design velocity), and all related work.	32	L.F.	\$ _____	\$ _____
211	Furnish and install cast in place 4'x8' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88 (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	1,132	L.F.	\$ _____	\$ _____
212	Furnish and install precast 4'x8' AASHTO M273 reinforced concrete box storm drain per Caltrans Standard Drawing Nos. XS17-020E, XS17-030E, and XS17-040E (concrete strength as required for design velocity), and all related work.	104	L.F.	\$ _____	\$ _____
213	Furnish and install cast in place 3'x6' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88, at connection to existing 3'x6' RCB storm drain (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	35	L.F.	\$ _____	\$ _____

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
214	Construct Catch Basin No. 1 per RCFC&WCD Standard Drawing No. CB100, Local Depression per RCTD Standard No. 311, and all related work (RCFC&WCD Special Provisions 16.16).	100	C.Y.	\$ _____	\$ _____
	A. Station 70+67.47 (Street Station 42+53.75, V=3.50', W=4.0')				
	B. Station 69+20.43 (Street Station 44+00.00, V=3.81', W=14.0')				
	C. Station 68+32.30 (Street Station 44+90.00, V=3.84', W=14.0')				
	D. Station 66+97.30 (Street Station 46+25.00, V=3.77', W=14.0')				
	E. Station 66+83.00 (Street Station 46+39.30, V=6.14', W=21.0')				
	F. Station 65+22.30 (Street Station 48+00.00, V=3.80', W=21.0')				
	G. Station 64+67.83 (Street Station 48+59.17, V=3.50', W=4.0')				
	H. Station 63+49.69 (Street Station 49+79.00, V=3.82', W=28.0')				
	I. Station 61+83.61 (Street Station 51+50.00, V=5.25', W=21.0')				
	J. Station 59+87.42 (Street Station 9+47.89, V=3.41', W=14.0')				
215	Construct edge beam above and below 42" RCP connection at Station 75+60.25, and all related work (RCFC&WCD Special Provisions 16.16).	1	L.S.	N/A	\$ _____
216	Construct junction structure per details on storm drain plans (Station 69+66.78) (RCFC&WCD Special Provisions 16.12).	1	L.S.	N/A	\$ _____

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
217	Construct concrete bulkhead per RCFC&WCD Standard Drawing No. M816, and all related work (Stations 63+20.00, 64+37.83, 64+95.00, 66+70.00, 68+05.00, 68+90.00, 69+66.78, and 70+39.97) (RCFC&WCD Special Provisions 16.16).	8	EA	\$ _____	\$ _____
218	Construct connections to existing RCB, and all related work (SD Stations 59+32.99 and 82+17.67 and Katy Way SD Station 0+48.91) (RCFC&WCD Special Provisions 16.12)	3	EA	\$ _____	\$ _____
219	Construct concrete pipe collar per RCFC&WCD Standard Drawing No. M803, and all related work (Stations 68+05.00, 68+90.00, and 75+60.25) (RCFC&WCD Special Provisions 16.21).	3	EA	\$ _____	\$ _____
220	Construct pipe plugs per details on Storm Drain Plans to seal existing storm drain and abandoned water facilities that conflict with proposed storm drain where indicated on plan, and all related work (RCFC&WCD Special Provisions 16.21).	16	EA	\$ _____	\$ _____
221	Construct sanitary sewer protection per RCFC&WCD Standard Drawing No. M807, and all related work (RCFC&WCD Special Provisions 16.21).	12	EA	\$ _____	\$ _____
222	Manhole No. 3 (RCFC&WCD Special Provisions 16.24).	5	EA	\$ _____	\$ _____
223	Junction Structure No. 3 (RCFC&WCD Special Provisions 16.16).	9	EA	\$ _____	\$ _____
224	Junction Structure No. 1 (RCFC&WCD Special Provisions 16.16).	6	EA	\$ _____	\$ _____
225	Transition Structure No. 2 (RCFC&WCD Special Provisions 16.22).	2	EA	\$ _____	\$ _____

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
226	Construct reinforced concrete connector pipe, and all related work (RCFC&WCD Special Provisions 17.1).				
A.	18" RCP Class IV	11	L.F.	\$ _____	\$ _____
B.	18" RCP Class V	150	L.F.	\$ _____	\$ _____
C.	24" RCP Class IV	421	L.F.	\$ _____	\$ _____
D.	42" RCP Class III	8	L.F.	\$ _____	\$ _____
227	1" asphalt overlay.	8	TON	\$ _____	\$ _____
228	Asphalt concrete, Type A.	75	TON	\$ _____	\$ _____
229	Construct 2" thick temporary trench paving per Special Requirements.	430	TON	\$ _____	\$ _____
230	Remove existing 4.5'x7' reinforced concrete box storm drain (RCFC&WCD Special Provisions 13.2).	265	L.F.	\$ _____	\$ _____
231	Remove existing 4'x8' reinforced concrete box storm drain (RCFC&WCD Special Provisions 13.2).	540	L.F.	\$ _____	\$ _____
232	Remove existing 2.3'x6' reinforced concrete box storm drain (RCFC&WCD Special Provisions 13.2).	8	L.F.	\$ _____	\$ _____
233	Remove existing concrete open channel (RCFC&WCD Special Provisions 13.2).	1,600	L.F.	\$ _____	\$ _____
234	Remove existing 18" RCP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	96	L.F.	\$ _____	\$ _____
235	Remove existing 24" RCP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	90	L.F.	\$ _____	\$ _____

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
236	Remove existing triple 24" RCP storm drain (installed per recent El Cerrito Sports Park improvements), and all related work (RCFC&WCD Special Provisions 13.2).	124	L.F.	\$ _____	\$ _____
237	Remove existing 30" RCP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	5	L.F.	\$ _____	\$ _____
238	Remove existing 42" RCP storm drain (installed per recent El Cerrito Sports Park improvements), and all related work (RCFC&WCD Special Provisions 13.2).	30	L.F.	\$ _____	\$ _____
239	Remove existing junction structure (installed per recent El Cerrito Sports Park improvements), and all related work (RCFC&WCD Special Provisions 13.2).	2	EA	\$ _____	\$ _____
240	Remove existing CMP drop inlet (abandoned), and all related work (RCFC&WCD Special Provisions 13.2).	1	EA	\$ _____	\$ _____
241	Remove existing 14" CMP storm drain (abandoned), and all related work (RCFC&WCD Special Provisions 13.2).	10	L.F.	\$ _____	\$ _____
242	Remove existing 18"x30" arched CMP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	86	L.F.	\$ _____	\$ _____
243	Remove existing wood posts as required for construction of catch basin (Station 59+87.42), and all related work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$ _____
244	Remove existing street signs as required for construction of catch basin (Station 59+87.42), and all related work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$ _____

BID SCHEDULE II
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING CAST-IN-PLACE RCB FROM STATION 78+10.00 TO STATION 82+17.67)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
245	Furnish miscellaneous iron and steel (RCFC&WCD Special Provisions 21.2).	6,200	LBS	\$ _____	\$ _____

TOTAL BID (Sum of Bid Items 201 through 245):

_____ Dollars \$ _____
 (words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
 (words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
 (words) (figures)

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

Bidder's Authorized Representative

 Signature

 Name (Print)

 Title (Print)

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
201A	Clearing and miscellaneous work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$ _____
202A	Excavation and all related work (RCFC&WCD Special Provisions 14.3).	8,150	C.Y.	\$ _____	\$ _____
203A	Backfill (except slurry cement and concrete backfill) for proposed storm drain, after removal of existing RCB storm drain and concrete channel, and all related work (RCFC&WCD Special Provisions 14.12).	12,000	C.Y.	\$ _____	\$ _____
204A	Slurry cement backfill for RCB storm drain per Caltrans Specification 19-3.062, and all related work (RCFC&WCD Special Provisions 14.15).	180	C.Y.	\$ _____	\$ _____
205A	Concrete backfill (Class C) for RCP storm drain, and all related work (Storm Drain General Notes).	80	C.Y.	\$ _____	\$ _____
206A	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5 feet deep (RCFC&WCD Special Provisions 15.2).	1	L.S.	N/A	\$ _____
207A	Furnish falsework in accordance with Cal/OSHA Standards (RCFC&WCD Special Provisions 15.3).	1	L.S.	N/A	\$ _____
208A	Furnish and install cast in place 4.5'x11' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88 (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	206	L.F.	\$ _____	\$ _____

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
209A	Furnish and install cast in place 4.5'x10' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88 (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	779	L.F.	\$ _____	\$ _____
210A	Furnish and install precast 4.5'x10' AASHTO M273 reinforced concrete box storm drain per Caltrans Standard Drawing Nos. XS17-020E, XS17-030E, and XS17-040E (concrete strength as required for design velocity), and all related work.	32	L.F.	\$ _____	\$ _____
211A	Furnish and install cast in place 4'x8' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88 (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	724	L.F.	\$ _____	\$ _____
212A	Furnish and install precast 4'x8' AASHTO M273 reinforced concrete box storm drain per Caltrans Standard Drawing Nos. XS17-020E, XS17-030E, and XS17-040E (concrete strength as required for design velocity), and all related work.	512	L.F.	\$ _____	\$ _____
213A	Furnish and install cast in place 3'x6' reinforced concrete box storm drain for HS20 loads per Caltrans Standard Drawing Nos. D80, D82, and D88, at connection to existing 3'x6' RCB storm drain (concrete strength as required for design velocity), and all related work (RCFC&WCD Special Provisions 16.12).	35	L.F.	\$ _____	\$ _____

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
214A	Construct Catch Basin No. 1 per RCFC&WCD Standard Drawing No. CB100, Local Depression per RCTD Standard No. 311, and all related work (RCFC&WCD Special Provisions 16.16).	100	C.Y.	\$ _____	\$ _____
A.	Station 70+67.47 (Street Station 42+53.75, V=3.50', W=4.0')				
B.	Station 69+20.43 (Street Station 44+00.00, V=3.81', W=14.0')				
C.	Station 68+32.30 (Street Station 44+90.00, V=3.84', W=14.0')				
D.	Station 66+97.30 (Street Station 46+25.00, V=3.77', W=14.0')				
E.	Station 66+83.00 (Street Station 46+39.30, V=6.14', W=21.0')				
F.	Station 65+22.30 (Street Station 48+00.00, V=3.80', W=21.0')				
G.	Station 64+67.83 (Street Station 48+59.17, V=3.50', W=4.0')				
H.	Station 63+49.69 (Street Station 49+79.00, V=3.82', W=28.0')				
I.	Station 61+83.61 (Street Station 51+50.00, V=5.25', W=21.0')				
J.	Station 59+87.42 (Street Station 9+47.89, V=3.41', W=14.0')				
215A	Construct edge beam above and below 42" RCP connection at Station 75+60.25, and all related work (RCFC&WCD Special Provisions 16.16).	1	L.S.	N/A	\$ _____

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
216A	Construct junction structure per details on storm drain plans (Station 69+66.78) (RCFC&WCD Special Provisions 16.12).	1	L.S.	N/A	\$ _____
217A	Construct concrete bulkhead per RCFC&WCD Standard Drawing No. M816, and all related work (Stations 63+20.00, 64+37.83, 64+95.00, 66+70.00, 68+05.00, 68+90.00, 69+66.78, and 70+39.97) (RCFC&WCD Special Provisions 16.16).	8	EA	\$ _____	\$ _____
218A	Construct connections to existing RCB, and all related work (SD Stations 59+32.99 and 82+17.67 and Katy Way SD Station 0+48.91) (RCFC&WCD Special Provisions 16.12)	3	EA	\$ _____	\$ _____
219A	Construct concrete pipe collar per RCFC&WCD Standard Drawing No. M803, and all related work (Stations 68+05.00, 68+90.00, and 75+60.25) (RCFC&WCD Special Provisions 16.21).	3	EA	\$ _____	\$ _____
220A	Construct pipe plugs per details on Storm Drain Plans to seal existing storm drain and abandoned water facilities that conflict with proposed storm drain where indicated on plan, and all related work (RCFC&WCD Special Provisions 16.21).	16	EA	\$ _____	\$ _____
221A	Construct sanitary sewer protection per RCFC&WCD Standard Drawing No. M807, and all related work (RCFC&WCD Special Provisions 16.21).	12	EA	\$ _____	\$ _____
222A	Manhole No. 3 (RCFC&WCD Special Provisions 16.24).	5	EA	\$ _____	\$ _____
223A	Junction Structure No. 3 (RCFC&WCD Special Provisions 16.16).	9	EA	\$ _____	\$ _____

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
224A	Junction Structure No. 1 (RCFC&WCD Special Provisions 16.16).	6	EA	\$ _____	\$ _____
225A	Transition Structure No. 2 (RCFC&WCD Special Provisions 16.22).	2	EA	\$ _____	\$ _____
226A	Construct reinforced concrete connector pipe, and all related work (RCFC&WCD Special Provisions 17.1).				
	A. 18" RCP Class IV	11	L.F.	\$ _____	\$ _____
	B. 18" RCP Class V	150	L.F.	\$ _____	\$ _____
	C. 24" RCP Class IV	421	L.F.	\$ _____	\$ _____
	D. 42" RCP Class III	8	L.F.	\$ _____	\$ _____
227A	1" asphalt overlay.	8	TON	\$ _____	\$ _____
228A	Asphalt concrete, Type A.	75	TON	\$ _____	\$ _____
229A	Construct 2" thick temporary trench paving per Special Requirements.	430	TON	\$ _____	\$ _____
230A	Remove existing 4.5'x7' reinforced concrete box storm drain (RCFC&WCD Special Provisions 13.2).	265	L.F.	\$ _____	\$ _____
231A	Remove existing 4'x8' reinforced concrete box storm drain (RCFC&WCD Special Provisions 13.2).	540	L.F.	\$ _____	\$ _____
232A	Remove existing 2.3'x6' reinforced concrete box storm drain (RCFC&WCD Special Provisions 13.2).	8	L.F.	\$ _____	\$ _____
233A	Remove existing concrete open channel (RCFC&WCD Special Provisions 13.2).	1,600	L.F.	\$ _____	\$ _____

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
234A	Remove existing 18" RCP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	96	L.F.	\$ _____	\$ _____
235A	Remove existing 24" RCP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	90	L.F.	\$ _____	\$ _____
236A	Remove existing triple 24" RCP storm drain (installed per recent El Cerrito Sports Park improvements), and all related work (RCFC&WCD Special Provisions 13.2).	124	L.F.	\$ _____	\$ _____
237A	Remove existing 30" RCP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	5	L.F.	\$ _____	\$ _____
238A	Remove existing 42" RCP storm drain (installed per recent El Cerrito Sports Park improvements), and all related work (RCFC&WCD Special Provisions 13.2).	30	L.F.	\$ _____	\$ _____
239A	Remove existing junction structure (installed per recent El Cerrito Sports Park improvements), and all related work (RCFC&WCD Special Provisions 13.2).	2	EA	\$ _____	\$ _____
240A	Remove existing CMP drop inlet (abandoned), and all related work (RCFC&WCD Special Provisions 13.2).	1	EA	\$ _____	\$ _____
241A	Remove existing 14" CMP storm drain (abandoned), and all related work (RCFC&WCD Special Provisions 13.2).	10	L.F.	\$ _____	\$ _____
242A	Remove existing 18"x30" arched CMP storm drain, and all related work (RCFC&WCD Special Provisions 13.2).	86	L.F.	\$ _____	\$ _____

BID SCHEDULE IIA
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STORM DRAIN WORK
(UTILIZING PRECAST RCB FROM STATION 78+10.00 TO STATION 82+17.67)
(BID SCHEDULE IIA IS ALTERNATIVE TO BID SCHEDULE II)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
243A	Remove existing wood posts as required for construction of catch basin (Station 59+87.42), and all related work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$ _____
244A	Remove existing street signs as required for construction of catch basin (Station 59+87.42), and all related work (RCFC&WCD Special Provisions 13.2).	1	L.S.	N/A	\$ _____
245A	Furnish miscellaneous iron and steel (RCFC&WCD Special Provisions 21.2).	6,200	LBS	\$ _____	\$ _____

TOTAL BID (Sum of Bid Items 201A through 245A):

_____ Dollars \$ _____
 (words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
 (words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
 (words) (figures)

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

Bidder's Authorized Representative

 Signature

 Name (Print)

 Title (Print)

**BID SCHEDULE III
EL CERRITO ROAD IMPROVEMENT PROJECT
MARILYN DRIVE - STORM DRAIN WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
301	Clearing and miscellaneous work (MOU Section 6.14.1).	1	L.S.	N/A	\$ _____
302	Excavation, and all related work (MOU Section 6.14.1).	1,110	C.Y.	\$ _____	\$ _____
303	Backfill, and all related work (MOU Section 6.14.2).	900	C.Y.	\$ _____	\$ _____
304	Concrete backfill (Class C) for RCP storm drain, and all related work (MOU Section 6.14.2).	50	C.Y.	\$ _____	\$ _____
305	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5 feet deep (MOU Section 6.15.1).	1	L.S.	N/A	\$ _____
306	Construct Catch Basin No. 4 per RCFC&WCD Standard Drawing No. CB101 with two grates, and all related work (Station 14+85.84 (V=8.45', W=6.4') (MOU Section 6.16.1).	18	C.Y.	\$ _____	\$ _____
307	Construct concrete bulkhead per RCFC&WCD Standard Drawing No. M816, and all related work (Station 10+26.09) (MOU Section 6.16.1).	1	EA	\$ _____	\$ _____
308	Construct Concrete Pipe Collar per RCFC&WCD Standard Drawing No. M803, and all related work (Station 10+50.00) (MOU Section 6.16.1).	1	EA	\$ _____	\$ _____
309	Construct pipe plugs per details on Storm Drain Plans to seal existing abandoned water facilities that conflict with proposed storm drain where indicated on plan, and all related work (MOU Section 6.16.1).	2	EA.	\$ _____	\$ _____
310	Construct Manhole No. 2 per RCFC&WCD Standard Drawing No. MH252, and all related work (Station 11+50.00) (MOU Section 6.16.1).	1	EA	\$ _____	\$ _____
311	Furnish and install 36" Class III reinforced concrete pipe, and all related work (MOU Section 6.17).	486	L.F.	\$ _____	\$ _____

**BID SCHEDULE III
EL CERRITO ROAD IMPROVEMENT PROJECT
MARILYN DRIVE - STORM DRAIN WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
312	Cold plane existing pavement.	8,500	S.F.	\$ _____	\$ _____
313	Construct 1.5" asphalt overlay per County of Riverside Standard Drawing No. 818, Case 2, per details on Storm Drain Plans, and all related work.	100	TONS	\$ _____	\$ _____
314	Construct asphalt concrete, Type A, per details on Storm Drain Plans, and all related work.	120	TONS	\$ _____	\$ _____
315	Construct aggregate base, Class II, per details on Storm Drain Plans, and all related work.	240	TONS	\$ _____	\$ _____
316	Construct 2" thick temporary trench paving per Special Requirements.	34	TONS	\$ _____	\$ _____
317	Remove existing 6" waterline (abandoned), and all related work.	10	L.F.	\$ _____	\$ _____
318	Furnish miscellaneous iron and steel.	1,540	LBS	\$ _____	\$ _____

TOTAL BID (Sum of Bid Items 301 through 318):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE IV
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
401	Perform all excavation and embankment for street improvements including removing and disposing of all excess excavated material, and all related work.	1	L.S.	N/A	\$ _____
402	Construct Type A-6 curb and gutter per County of Riverside Standard Drawing No. 200, and all related work.	2,000	L.F.	\$ _____	\$ _____
403	Construct Type A-8 curb and gutter per County of Riverside Standard Drawing No. 201, and all related work.	630	L.F.	\$ _____	\$ _____
404	Construct 8" Type D curb per County of Riverside Standard Drawing No. 204, and all related work.	3,400	L.F.	\$ _____	\$ _____
405	Construct sidewalk per County of Riverside Standard Drawing No. 401, and all related work.	12,000	S.F.	\$ _____	\$ _____
406	Construct driveway approach and sidewalk per County of Riverside Standard Drawing No. 207, and all related work.	19	EA	\$ _____	\$ _____
407	Construct 6" thick Portland cement concrete driveway extension.	20	EA	\$ _____	\$ _____
408	Cold plane existing pavement (0.12' deep).	2,000	S.F.	\$ _____	\$ _____
409	Construct asphalt concrete pavement (thickness of 6"), and all related work.	188,000	S.F.	\$ _____	\$ _____
410	Construct asphalt concrete pavement overlay (thickness of 1.5"), and all related work.	2,000	S.F.	\$ _____	\$ _____
411	Construct Class 2 aggregate base (thickness of 13.8"), and all related work.	188,000	S.F.	\$ _____	\$ _____
412	Construct 6" asphalt concrete dike per County of Riverside Standard Drawing No. 212, and all related work.	55	L.F.	\$ _____	\$ _____

**BID SCHEDULE IV
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
413	Saw cut, remove, and dispose of existing asphalt concrete pavement, concrete pavement, and all related work.	166,000	S.F.	\$ _____	\$ _____
414	Construct 4" thick red stamped concrete hardscape median, and all related work.	17,700	S.F.	\$ _____	\$ _____
415	Construct cross gutter and spandrel per County of Riverside Standard Drawing No. 209, and all related work.	1,300	S.F.	\$ _____	\$ _____
416	Construct curb ramp (Case A) per County of Riverside Standard Drawing No. 403, and all related work.	5	EA	\$ _____	\$ _____
417	Protect in place or relocate as required all existing improvements, including fences, walls, gates, and mailboxes, and all related work.	1	L.S.	N/A	\$ _____
418	Saw cut and remove existing driveway up to right-of-way, and all related work.	2,600	S.F.	\$ _____	\$ _____
419	Construct through curb drain per County of Riverside Standard Drawing No. 310, and all related work.	1	EA	\$ _____	\$ _____
420	Construct 4' catch basin per County of Riverside Standard Drawing No. 300, and all related work.	1	EA	\$ _____	\$ _____
421	Remove and dispose of existing trees, landscaping, and other existing improvements within the existing right-of-way that interfere with proposed street improvement (protect in place all other existing improvements), and all related work.	1	L.S.	N/A	\$ _____
422	Construct 3" of mulch over compacted native (90%) from back of walk to existing improvements.	1	L.S.	N/A	\$ _____
423	Sandblast and/or grind interfering painted/thermoplastic striping, and all related work.	1	L.S.	N/A	\$ _____

**BID SCHEDULE IV
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
424	Apply 4" dashed white stripe per Caltrans Standard Plan No. A20A (Detail 9), and all related work.	3,710	L.F.	\$ _____	\$ _____
425	Apply 8" solid white stripe per Caltrans Standard Plan A20D (Detail 38), and all related work.	2,710	L.F.	\$ _____	\$ _____
426	Apply 8" white stripe and install reflective pavement markers per Caltrans Standard Plan No. A20C, (Detail 37B), and all related work.	90	L.F.	\$ _____	\$ _____
427	Apply 4" solid yellow edge stripe, and install raised pavement markers per Caltrans Standard Plan No. A20B (Detail 25), and all related work.	3,870	L.F.	\$ _____	\$ _____
428	Apply 4" solid white stripe with Type G raised pavement markers at 25' on center, and all related work.	900	L.F.	\$ _____	\$ _____
429	Apply thermoplastic 12" solid white stripe per Caltrans Standard Plan No. A24E, and all related work.	170	L.F.	\$ _____	\$ _____
430	Apply thermoplastic 12" solid yellow stripe per Caltrans Standard Plan No. A24E, and all related work.	1,800	L.F.	\$ _____	\$ _____
431	Apply thermoplastic arrow marking per Caltrans Standard Plan No. A24A, and all related work.				
	A. Type IV (R)	1	EA	\$ _____	\$ _____
	B. Type IV (L)	13	EA	\$ _____	\$ _____
432	Apply thermoplastic "STOP" legend per Caltrans Standard Plan No. A24D, and all related work.	10	EA	\$ _____	\$ _____
433	Apply thermoplastic "SCHOOL" legend per Caltrans Standard Plan No. A24D, and all related work.	4	EA	\$ _____	\$ _____
434	Apply thermoplastic "STOP AHEAD" legend per Caltrans Standard Plan No. A24D, and all related work.	4	EA	\$ _____	\$ _____

**BID SCHEDULE IV
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
435	Remove and salvage existing sign to Caltrans, and all related work.	1	EA	\$ _____	\$ _____
436	Remove and salvage existing sign to County, and all related work.	23	EA	\$ _____	\$ _____
437	Install street name sign per County of Riverside Standard Drawing No. 816 with new R1-1 (Stop) sign banded to common metal post, and all related work.	3	EA	\$ _____	\$ _____
438	Install new standard size sign as indicated per Caltrans Traffic Manual on 4"x4" wood post with anchor blocks, and all related work.	17	EA	\$ _____	\$ _____
439	Relocate existing sign with new 4"x4" wood post and anchor blocks, and all related work.	4	EA	\$ _____	\$ _____
440	Relocate existing sign, attach to street light pole per Caltrans Standard Plan No. RS4, and all related work.	2	EA	\$ _____	\$ _____
441	Furnish and install 120 volt, 200 watt, 22,500 lumen high pressure sodium (HPS) vapor street lights per County of Riverside Standard Drawing No. 1001, including conduits, handholes, and all related work.	1	EA	\$ _____	\$ _____
442	Install traffic signal, street lights, and signal interconnect cable at the intersection of El Cerrito Road and Evelyn Street per traffic signal and interconnect plans, and all related work.	1	L.S.	N/A	\$ _____

**BID SCHEDULE IV
EL CERRITO ROAD IMPROVEMENT PROJECT
EL CERRITO ROAD - STREET IMPROVEMENT WORK**

TOTAL BID (Sum of Bid Items 401 through 442):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

BID SCHEDULE V
EL CERRITO ROAD IMPROVEMENT PROJECT
FRANCES STREET - STREET IMPROVEMENT WORK

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
501	Perform all excavation and embankment for street improvements including removing and disposing of all excess excavated material, and all related work.	1	L.S.	N/A	\$ _____
502	Construct Type A-6 curb and gutter per County of Riverside Standard Drawing No. 200, and all related work.	12	L.F.	\$ _____	\$ _____
503	Construct 6" thick asphalt concrete driveway extension.	2	EA	\$ _____	\$ _____
504	Cold plane existing pavement (0.12' deep).	210	S.F.	\$ _____	\$ _____
505	Construct asphalt concrete pavement (thickness of 6"), and all related work.	1,800	S.F.	\$ _____	\$ _____
506	Construct asphalt concrete pavement overlay (thickness of 1.5"), and all related work.	210	S.F.	\$ _____	\$ _____
507	Construct Class 2 aggregate base (thickness of 13.8"), and all related work.	1,800	S.F.	\$ _____	\$ _____
508	Construct 6" asphalt concrete dike per County of Riverside Standard Drawing No. 212, and all related work.	45	L.F.	\$ _____	\$ _____
509	Construct cross gutter and spandrel per County of Riverside Standard Drawing No. 209, and all related work.	1,350	S.F.	\$ _____	\$ _____
510	Saw cut, remove, and dispose of existing asphalt concrete pavement, concrete pavement, and all related work.	1,800	S.F.	\$ _____	\$ _____
511	Protect in place or relocate as required all existing improvements, including fences, walls, gates, and mailboxes, and all related work.	1	L.S.	N/A	\$ _____
512	Construct curb ramp (Case A) per County of Riverside Standard Drawing No. 403, and all related work.	1	EA	\$ _____	\$ _____

**BID SCHEDULE V
EL CERRITO ROAD IMPROVEMENT PROJECT
FRANCES STREET - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
513	Construct curb ramp (Case B) per County of Riverside Standard Drawing No. 403, and all related work.	1	EA	\$ _____	\$ _____
514	Remove and dispose of existing trees, landscaping, and other existing improvements within the existing right-of-way that interfere with proposed street improvement (protect in place all other existing improvements), and all related work.	1	L.S.	N/A	\$ _____
515	Sandblast and/or grind interfering painted/thermoplastic striping, and all related work.	1	L.S.	N/A	\$ _____
516	Apply thermoplastic 12" solid white stripe per Caltrans Standard Plan No. A24E, and all related work.	25	L.F.	\$ _____	\$ _____
517	Apply Type IV (R) thermoplastic arrow marking per Caltrans Standard Plan No. A24A, and all related work.	1	EA	\$ _____	\$ _____
518	Apply thermoplastic "STOP" legend per Caltrans Standard Plan No. A24D, and all related work.	1	EA	\$ _____	\$ _____
519	Remove and salvage existing sign to County, and all related work.	1	EA	\$ _____	\$ _____
520	Install street name sign per County of Riverside Standard Drawing No. 816 with new R1-1 (Stop) sign banded to common metal post, and all related work.	1	EA	\$ _____	\$ _____
521	Install new standard size sign as indicated per Caltrans Traffic Manual on 4"x4" wood post with anchor blocks, and all related work.	1	EA	\$ _____	\$ _____
522	Relocate existing "Sidewalk Closed" sign per Street Improvement Plans, and all related work.	1	L.S.	N/A	\$ _____

**BID SCHEDULE V
EL CERRITO ROAD IMPROVEMENT PROJECT
FRANCES STREET - STREET IMPROVEMENT WORK**

TOTAL BID (Sum of Bid Items 501 through 522):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE VI
EL CERRITO ROAD IMPROVEMENT PROJECT
EVELYN STREET - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
601	Perform all excavation and embankment for street improvements including removing and disposing of all excess excavated material, and all related work.	1	L.S.	N/A	\$ _____
602	Construct Type A-6 curb and gutter per County of Riverside Standard Drawing No. 200, and all related work.	24	L.F.	\$ _____	\$ _____
603	Construct sidewalk per County of Riverside Standard Drawing No. 401, and all related work.	144	S.F.	\$ _____	\$ _____
604	Cold plane existing pavement (0.12' deep).	320	S.F.	\$ _____	\$ _____
605	Construct asphalt concrete pavement (thickness of 6"), and all related work.	2,300	S.F.	\$ _____	\$ _____
606	Construct asphalt concrete pavement overlay (thickness of 1.5"), and all related work.	320	S.F.	\$ _____	\$ _____
607	Construct Class 2 aggregate base (thickness of 13.8"), and all related work.	2,300	S.F.	\$ _____	\$ _____
608	Construct 6" asphalt concrete dike per County of Riverside Standard Drawing No. 212, and all related work.	70	L.F.	\$ _____	\$ _____
609	Construct cross gutter and spandrel per County of Riverside Standard Drawing No. 209, and all related work.	1,650	S.F.	\$ _____	\$ _____
610	Saw cut, remove, and dispose of existing asphalt concrete pavement, concrete pavement, and all related work.	2,300	S.F.	\$ _____	\$ _____
611	Protect in place or relocate as required all existing improvements, including fences, walls, gates, and mailboxes, and all related work.	1	L.S.	N/A	\$ _____

**BID SCHEDULE VI
EL CERRITO ROAD IMPROVEMENT PROJECT
EVELYN STREET - STREET IMPROVEMENT WORK**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
612	Construct curb ramp (Case A) per County of Riverside Standard Drawing No. 403, and all related work.	2	EA	\$ _____	\$ _____
613	Remove and dispose of existing trees, landscaping, and other existing improvements within the existing right-of-way that interfere with proposed street improvement (protect in place all other existing improvements), and all related work.	1	L.S.	N/A	\$ _____

TOTAL BID (Sum of Bid Items 601 through 613):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE VII
EL CERRITO ROAD IMPROVEMENT PROJECT
TEMESCAL CANYON ROAD - REMOVAL OF 10" IRRIGATION PIPELINE**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
701	Clearing and miscellaneous work, including removal and disposal of paving, deleterious material, and all other work not specifically defined in the Bid Schedule.	1	L.S.	N/A	\$ _____
702	Excavation (except asphalt concrete pavement excavation), and all related work.	390	C.Y.	\$ _____	\$ _____
703	Backfill, and all related work.	365	C.Y.	\$ _____	\$ _____
704	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5 feet deep.	1	L.S.	N/A	\$ _____
705	Remove existing 10" irrigation waterline (abandoned), and all related work.	360	L.F.	\$ _____	\$ _____
706	Construct pipe plugs to seal existing abandoned water facilities, and all related work.	2	EA	\$ _____	\$ _____
707	Construct 2" thick temporary trench paving per Special Requirements.	13	TONS	\$ _____	\$ _____
708	Pothole existing 10" irrigation pipeline.	2	EA	\$ _____	\$ _____

**BID SCHEDULE VII
EL CERRITO ROAD IMPROVEMENT PROJECT
TEMESCAL CANYON ROAD - REMOVAL OF 10" IRRIGATION PIPELINE**

TOTAL BID (Sum of Bid Items 701 through 708):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

BID SCHEDULE VII A
EL CERRITO ROAD IMPROVEMENT PROJECT
TEMESCAL CANYON ROAD - RELOCATION OF 10" IRRIGATION PIPELINE
(Bid Schedule VII A is alternative to Bid Schedule VII)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
701A	Clearing and miscellaneous work, including removal and disposal of paving, deleterious material, and all other work not specifically defined in the Bid Schedule.	1	L.S.	N/A	\$ _____
702A	Excavation, and all related work.	390	C.Y.	\$ _____	\$ _____
703A	Backfill, and all related work.	365	C.Y.	\$ _____	\$ _____
704A	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all trenches greater than 5 feet deep.	1	L.S.	N/A	\$ _____
705A	Construct 10" CMLC steel irrigation waterline, including all fittings required to clear proposed storm drain, and all related work.	360	L.F.	\$ _____	\$ _____
706A	Construct 4" blowoff assembly at lowest point of relocated 10" CMLC irrigation waterline, and all related work.	1	EA	\$ _____	\$ _____
707A	Construct 1" air/vacuum valve assembly at highest point of relocated 10" CMLC irrigation waterline, and all related work.	1	EA	\$ _____	\$ _____
708A	Construct 10" hot-tap connection between existing and proposed 10" CMLC irrigation waterline, and all related work.	2	EA	\$ _____	\$ _____
709A	Cut into existing 10" irrigation waterline after the hot-tap connection, install 10" blind flange, and all related work.	2	EA	\$ _____	\$ _____
710A	Remove existing 10" irrigation waterline between 10" hot-tap connections, and all related work.	360	L.F.	\$ _____	\$ _____
711A	Construct 2" thick temporary trench paving per Special Requirements.	13	TONS	\$ _____	\$ _____
712A	Pothole existing 10" irrigation pipeline.	2	EA	\$ _____	\$ _____

**EL CERRITO ROAD IMPROVEMENT PROJECT
BID SUMMARY**

Bid Schedule I	- General Work	\$ _____
Bid Schedule II	- El Cerrito Road - Storm Drain Work (Utilizing Cast-In-Place RCB from Station 78+10.00 to Station 82+17.67)	\$ _____
Bid Schedule III	- Marilyn Drive - Storm Drain Work	\$ _____
Bid Schedule IV	- El Cerrito Road - Street Improvement Work	\$ _____
Bid Schedule V	- Frances Street - Street Improvement Work	\$ _____
Bid Schedule VI	- Evelyn Street - Street Improvement Work	\$ _____
Bid Schedule VII	- Temescal Canyon Road - Removal of 10" Irrigation Pipeline	\$ _____
Total Net Bid for Bid Schedules I, II, III, IV, V, VI, and VII		\$ _____

Alternative to Bid Schedule II:

Bid Schedule II A	- El Cerrito Road - Storm Drain Work (Utilizing Precast RCB from Station 78+10.00 to Station 82+17.67))	\$ _____
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Alternative to Bid Schedule VII:

Bid Schedule VII A	- Temescal Canyon Road - Relocation of 10" Irrigation Pipeline	\$ _____
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Bidder hereby acknowledges that all bid prices include any amounts payable by Owner for taxes which may result from this proposal.

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

5. **Contract Completion Schedule**

a. Contract Completion Schedule

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

b. Liquidated Damages

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

6. Certified Data

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

- a. Supplier of Asphalt Concrete Pavement

- b. Supplier of Portland Cement Concrete

- c. Supplier of Class 2 Aggregate Base

- d. Manufacturer of Reinforced Concrete Pipe

- e. Manufacturer of Reinforced Concrete Box Culvert

- f. Manufacturer of CMLC Steel Pipe

- g. Manufacturer of CMLC Steel Pipe Fittings

- h. Manufacturer of Butterfly Valves

- i. Manufacturer of Air Valves

- j. Manufacturer of Fire Hydrants

7. Certified Worker Craft and Classification

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

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

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

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

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

<u>Site</u>	<u>Date Visited</u>
El Cerrito Road Improvement Project	_____

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

9. **Statement on Bonds and Insurance**

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

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

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

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

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

10. Certification of Bidding Documents

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

BIDDER

Name: _____

Address: _____

Telephone _____

By: _____

(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

Title: _____

[Individual, Partner, Corporate Officer (Title)]

Federal Tax Identification Number or Social Security Number: _____

Corporation organized

under the laws of the

State of: _____

CALIFORNIA CONTRACTOR'S LICENSE:

Class _____

(Class A is required)

(Corporate Seal)

Number _____

Expiration Date _____

NOTARY

STATE OF _____)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

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

11. Non-Collusion Affidavit

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

BIDDER

Name: _____

By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

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

NOTARY

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary

(Notary Seal)

NOTE: If Notary elects to attach a jurat form, Notary shall use the California Jurat form, provided Notary completes the entire form, both the required and optional portions.

12. Bid Bond

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

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated _____, 20 __, for EL CERRITO ROAD IMPROVEMENT PROJECT for Owner.

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

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

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

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

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

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

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

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

12. Bid Bond (Continued)

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally

On _____, 20____, before me,
_____, personally

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

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

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

NOTARY ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

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

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

WITNESS my hand and official seal.

Signature _____ (seal)

REQUIRED INFORMATION

Capacity Claimed by Signer

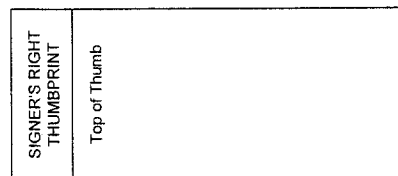
- Individual
Corporate Officer(s):
Title(s)
Partner(s): Limited General
Attorney-in-Fact
Trustee(s)
Guardian/Conservator
Other:

Description of Attached Document

Document Title or Type
Number of Pages
Document Date
Other Signer(s)

Signer is Representing:

Name of Person(s) or Entity(ies)



NOTE: Notary may use a current California All-Purpose Acknowledgment form; however, Notary must complete the entire form, both required and optional portions.

CONTRACT

CONTRACT

This Contract is made and entered into on _____, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE hereinafter called "Owner", and _____, hereinafter called "Contractor". This Contract is for that Work described in the Contract Documents entitled **EL CERRITO ROAD IMPROVEMENT PROJECT**.

A. Recitals

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

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

B. Terms

1. Incorporation of Documents

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

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

2. Contractor's Basic Obligation

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

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

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

_____ 300 calendar days after date of Notice to Proceed _____

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

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

3. Owner's Basic Obligation

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

4. Contractor's Labor Certification

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

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

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

6. Successors

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

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

(Contractor)

By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

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

ATTEST: (If Corporation)

By _____

Title _____

Corporate Seal

NOTARY (CONTRACTOR)

STATE OF _____)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

**REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE**

By: _____

Title: _____

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM AND EXECUTION

Counsel for Owner

By _____

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

PERFORMANCE BOND
(California Public Work)
REQUIRED FORM

Bond Number _____

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

Amount of Premium _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to _____ (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: **EL CERRITO ROAD IMPROVEMENT PROJECT, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California** (hereinafter referred to as the "Public Work"); and

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

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

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

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

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

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

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

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

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

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

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(Corporate Seal)

PAYMENT BOND
(California Public Work)
REQUIRED FORM

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated "Contractor" and "Principal"), a contract dated _____, for the Work described as follows: **EL CERRITO ROAD IMPROVEMENT PROJECT, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California** (hereinafter referred to as the "Public Work Contract") and

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

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

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

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

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

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

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

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

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

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

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(Corporate Seal)

CONTRACT CERTIFICATE OF INSURANCE

ISSUE DATE: _____

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

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

PROJECT: EL CERRITO ROAD IMPROVEMENT PROJECT

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
					Description	Furnished / Specified
Worker's Compensation and Employer's Liability					Statutory	Statutory
					Accident-Policy Limit	\$ _____ \$1,000,000
					Disease-Policy Limit	\$ _____ \$1,000,000
					Disease-Each Employee	\$ _____ \$1,000,000
Automobile Liability					Combined Single Limit	\$ _____ \$1,000,000
					Bodily Injury (per accident)	\$ _____ \$1,000,000
					Bodily Injury (per person)	\$ _____ \$1,000,000
					Property Damage	\$ _____ \$500,000
General Liability					General Aggregate*	\$ _____ \$2,000,000
					Each Occurrence*	\$ _____ \$1,000,000
					* Occurrence and aggregate limits apply per project.	
Excess Liability					Each Occurrence	\$ _____ \$ _____
					Aggregate	\$ _____ \$ _____
Course of Construction of Installation-Floater						TOTAL CONTRACT AMOUNT

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

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

Date: _____ Signature: _____ Title _____

Address: _____

Telephone: _____

See required Contract Insurance Endorsement

**CONTRACT INSURANCE ENDORSEMENT
(REQUIRED)**

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

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

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

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

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

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

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

This Escrow Agreement is made and entered into, by and between REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, whose address is 1325 Spruce Street, Suite 400, Riverside, California, 92507, hereinafter called "Owner", _____, whose address is _____, hereinafter called "Contractor", and _____, whose address is _____, hereinafter called "Escrow Agent".

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

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

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

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

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

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

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

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

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

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

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

On behalf of Contractor:

On behalf of Owner:

Title

Title

Name

Name

Signature

Signature

Address

Address

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

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

Contractor:

Owner:

Title

Title

Name

Name

Signature

Signature

Escrow Agent:

Title

Name

Signature

Address

CONTRACT APPENDIX

1. Definitions

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

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

2. Authority of Owner

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

3. Contract Document Priority

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

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

4. Contractor Responsibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1) subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents; or
- 2) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work specified in the Contract Documents; or
- 3) material differing from that indicated in the Contract Documents which Contractor believes may be hazardous waste, as defined in Section 25117 of the California Health & Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

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

Upon such notification, Owner shall promptly investigate such conditions. If Owner finds that the reported conditions materially differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, Owner shall issue a change order pursuant to the procedures described in this Contract. Owner will advise Contractor in writing if such conditions do not warrant the issuance of a change order. If Contractor disagrees with Owner's determination, Contractor shall so advise Owner in writing.

In the event a dispute arises between Owner and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date specified by this Contract, but shall proceed with all work to be

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

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

5. Contractor's Liability

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

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

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

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

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

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

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

6. Safety

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

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

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

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

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

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

7. Trespass

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

8. Bonds, Insurance, and Endorsements

Contractor shall furnish bonds issued on the forms provided in these Contract Documents by a bonding company (surety) admitted in and regulated by the State of California, and by the United States Treasury if the work or project is financed in whole or in part with federal grant or loan funds, as approved by Owner, prior to commencement of the Work hereunder.

Contractor shall maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier and their agents, associates, representatives, and employees.

Contractor shall not commence work under this Contract until it has secured all specified and required insurance. Also, Contractor shall not allow any subcontractor to commence work on any subcontract until

the subcontractor has secured similar insurance, as appropriate to the subcontract work, with limits no less than those specified for Contractor. Contractor shall be responsible for type and form of all subcontractor's insurance for the benefit of Contractor and Owner. Further, Contractor shall be responsible to Owner for any deficiencies in subcontractor's insurance.

In accordance with Section 3700 of California Labor Code, Contractor shall, at its expense, (a) maintain adequate Workers' Compensation Insurance under the laws of the State of California for all labor employed by Contractor or any subcontractor, or (b) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such Workers' Compensation Insurance Laws. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement, and contain a Waiver of Subrogation in favor of the County of Riverside. Pursuant to Section 3700 of the California Labor Code, Contractor shall file with the Owner before commencing the Work the following signed certification:

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

In addition, Contractor shall, at its expense, maintain Employer's Liability Insurance with limits of \$1,000,000 each for bodily injury by accident (each accident), bodily injury by disease (policy limit), and bodily injury by disease (each employee).

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

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

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

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

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

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

Contractor's insurance shall not be cancelled, reduced in scope, suspended, terminated, or voided in coverage, nor shall the limits of liability be reduced [except for reductions in the general aggregate caused by claim(s), in which case insurer shall immediately notify Owner of reduction in general aggregate limits resulting from such claim(s)] unless thirty (30) days prior notice, by certified mail return receipt requested, has been given to Owner. Any failure to comply with reporting provisions of policies, including breaches of warranties, shall not affect coverage provided to additional insureds.

Promptly upon execution of the Contract and prior to commencement of any work, Contractor shall furnish Owner with certificates of insurance for all applicable policies required hereunder on the Contract certificate form, or alternatively, on an ACORD certificate form issued by the insurer(s) provided it contains the same information and statements, by notations thereon or addenda thereto. The certificates shall be signed on behalf of the insurer(s) by an authorized representative thereof.

In addition, Contractor shall promptly furnish Owner with insurance endorsements for all applicable policies to reflect the additional insured, primary and not contributing insurance, and waiver of subrogation requirements specified herein, as well as any coverage necessary to augment insurance policies to meet requirements specified herein, on the Contract Insurance Endorsement form, or alternatively, on standard insurance endorsement forms provided they contain the same information and statements or are amended to satisfy the same requirements as set forth in the Contract Insurance Endorsement form. The endorsements shall be signed on behalf of the insurer(s) by an authorized representative thereof.

Contractor agrees, upon written request, to furnish Owner with certified copies of policies and/or endorsements executed by authorized representative(s) of the insurer(s).

All insurance issued under the provisions of this section shall be issued in forms consistent with industry standards and by insurers having a Best's Rating of at least "A(VIII)", all as approved by Owner, prior to commencement of the Work hereunder.

9. Agents of Owner Not Personally Liable

No agent of Owner shall be personally responsible for any liability arising under this Contract, and no claim shall be made or filed, and neither Owner nor any of their agents shall be liable for or held to pay any money, except as specifically provided in this Contract.

10. Subcontracts

- A. Contractor represents and warrants that he has read and is familiar with the provisions of The Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.
- B. Contractor is hereby alerted to provisions of Section 7107 of the Public Contract Code, requiring Contractor to pay to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received, within ten (10) days from receipt of all or any portion of such retention proceeds from Owner.
- C. Pursuant to Public Contract Code Section 6109, subcontractors who are ineligible to perform work on a public works project as determined by the Department of Industrial Relations pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code shall not perform any portion of

the work contemplated herein. Any subcontract between the contractor and an ineligible subcontractor shall be void as a matter of law, and the ineligible subcontractor shall not receive any payment for performing such work.

11. Assignment Forbidden

Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his right, title or interest in or to the same or any part hereof, without the previous consent in writing of Owner; and he shall not assign by power of attorney, or otherwise, any of the monies to become due and payable under the Contract, unless by and with the like consent signified in like manner. If Contractor shall, without such previous written consent, assign, transfer, convey, or otherwise dispose of the Contract, or of his right, title or interest therein, or of any of the monies to become due under the Contract to any other person, company, or other corporation, the Contract may, at the option of Owner, be terminated and revoked, and Owner shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Contractor, and to his assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against Owner in law or equity by reason of any so-called assignment of the Contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder, unless authorized as aforesaid by the written consent of Owner.

12. Lines, Grades, and Measurements

Unless otherwise provided in the Special Requirements, any and all lines and grades will be furnished by Owner. Contractor shall provide such materials and give such assistance as may be required. Contractor shall preserve all bench marks, monuments, survey marks, and stakes upon Owner property, and in case of their removal or destruction by him, his employees, or subcontractors, he shall be liable for the cost of their replacement. Contractor shall keep Owner informed, a reasonable time in advance, of the times and places at which he intends to do work, in order that lines and grades may be furnished, that inspection may be provided, and that necessary measurements for record and payment may be made with the minimum of inconvenience to Owner or delay to Contractor. Whenever Owner finds it necessary to carry on his operations outside of regular working hours or at other times when the Work of Contractor is not in progress, Contractor shall furnish all necessary service and assistance. No payment shall be made to Contractor for any of the Work or delay occasioned by giving lines and grades, or making other necessary measurements, or by inspection.

13. No Discrimination

Contractor shall not discriminate in the employment of persons upon the Work because of the age, ancestry, color, race, sex, marital status, national origin, mental disability, physical disability, or religious creed of such persons, or as otherwise prohibited by law, except as provided by Government Code Section 12940. Contractor shall cause an identical clause to be included in every subcontract for the Work.

14. Legal Day's Work

Pursuant to the California Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the Work shall be limited and restricted to eight (8) hours during any one (1) calendar day and forty (40) hours in any one (1) calendar week except when payment for overtime is made. Contractor or any subcontractor shall, as a penalty to the Owner, forfeit twenty-five (\$25.00) for each worker employed in the execution of this Contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of this article. Contractor shall be responsible for ensuring compliance with this and all other provisions of the Labor Code.

15. Prevailing Rates of Wages

As indicated in the Notice Inviting Bids, Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which work is to be performed for each craft, classification, or type of worker needed to execute the Contract, a copy of which is hereby incorporated by reference into this Contract Appendix. Copies of the prevailing rates of per diem wages are on file at Owner's office and are available to any interested party.

Contractor shall forfeit to Owner, as a penalty, \$50.00 for each calendar day, or a portion thereof, for each worker paid less than said per diem wage for any work done under the Contract by him or by any subcontractor under him in violation of the provisions of the California Labor Code. It is hereby stipulated by and between Owner that Contractor will comply with provisions of California Labor Code, Section 1775. All wages and penalties withheld for failure by Contractor to pay said per diem wages shall be retained by Owner, pursuant to Section 1727 of the California Labor Code.

Contractor shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, Contractor shall keep accurate payroll records containing the same information. Said information shall include, but not be limited to, a record of the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, or worker employed by Contractor. Such records shall be available for inspection at all reasonable hours, and a copy shall be made available to employee or his authorized representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards in compliance with California Labor Code, Section 1776. Upon written notice from Owner or the Division of Labor Standards Enforcement, Contractor shall within ten (10) days file with Owner a certified copy of the payroll records. Contractor shall cause an identical clause to be included in every subcontract for the Work.

16. Mandatory Certification of Contractor and Employment of Apprentices

This Contract shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the Work performed hereunder solely on the grounds of age, ancestry, color, race, sex, marital status, national origin, mental disability, physical disability, religious creed, or other protective classification. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed, and shall be employed only in the craft or trade to which he or she is indentured.

If California Labor Code Section 1777.5 applies to the Work, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or subcontractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any subcontractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of work hereunder.

The parties expressly understand that the responsibility for compliance with this Section 17 and with Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor hereunder.

In accordance with Labor Code 1773.3, Owner will send notice of the award of this Contract to the Division of Apprenticeship Standards within five (5) days after award if the Contract is awarded to a general contractor in the amount of at least \$30,000.00 and involves at least twenty (20) working days, or is awarded to a specialty contractor in the amount of \$2,000.00 and involves at least five (5) working days, if such general or specialty contractor employs workmen in an apprenticeable craft or trade.

17. Time and Order of Performance

Time is of the essence to this Contract, "Time" shall be the time specified for completion. Contractor shall at all times employ such force, equipment, plant, materials, and/or tools as will be sufficient, in the opinion of Owner, to complete the performance of the Contract and every part thereof within the time limit(s) fixed by the Contract. If, in the opinion of Owner, Contractor fails to employ sufficient force, equipment, plant, materials, and tools, or to maintain adequate progress toward meeting the said time specified limits, he may, after such failure, be required to increase the efficiency, capacity, or character of his equipment, or to modify his plans and procedure in such manner and to such extent as Owner may direct. No extension of time shall be made for ordinary delays and accidents, and the occurrence of such shall not relieve Contractor from the necessity of maintaining the required progress. If Owner grants an extension of time for completion of the Contract, as hereinafter provided, Owner may prescribe a revised schedule of progress in accordance with such extension of time.

It shall be understood and agreed by Contractor hereunder that no material shall be delivered and/or on site work commenced upon Owner property until Contractor is given written Notice to Proceed by Owner. It shall be further understood and agreed by Contractor that his performance hereunder must be coordinated by Owner with other work in progress in the immediate vicinity; that unavoidable delays may occur and that the time schedule as set forth on the Bidding Documents or designated in the Special Requirements shall be subject to adjustment by Owner, all at no additional cost to Owner.

18. Delays

- A. If delivery or performance shall be delayed as the consequence of acts of God or the public enemy, acts of the Government, strikes, fires, floods, freight embargoes, or other unforeseeable causes beyond the control and without the fault or negligence of Contractor (all of which shall be determined by Owner, whose determination and certification thereof shall be binding and conclusive upon Contractor), Contractor shall be entitled to additional time wherein to perform and complete the Contract on his part as Owner determines to be necessary and certifies in writing to be just.
- B. Application for extension of time must be made promptly in writing, stating cause. No delay shall be made the basis in any application for extension of time, unless Contractor calls such delay and the causes thereof to the attention of Owner in writing within ten (10) days of the beginning of such delay, and Contractor thereafter advises Owner in writing of the extent of such delay within ten (10) days of the end of such delay. Applications for extension of time shall be addressed to Owner.
- C. Permitting Contractor to continue and complete the delivery of the equipment and/or material or any part thereof after the date fixed herein for delivery to be completed or after expiration of any extension of said time, shall not operate as a waiver on the part of Owner of any of its rights under this Contract.
- D. Contractor shall receive no compensation on account of any suspension of deliveries, and/or performance of work either in whole or in part, or for any delay or hindrance herein mentioned, except as provided elsewhere herein.
- E. Nothing herein shall be construed to require Contractor to be responsible for the cost of repairing or restoring damage to the Work in excess of five (5) percent of the Contract amount, if such damage is proximately caused by an act of God (an earthquake in excess of magnitude 3.5 on the Richter Scale or a tidal wave) as defined in Public Contract Code Section 7105.

19. Liquidated Damages

It is agreed by the parties to this Contract that in case all construction called for under the Contract is not completed per the Contract Completion Schedule herein, as extended by delays approved by Owner, damage will be sustained by Owner, and that it is, and will be impracticable or extremely difficult to ascertain and determine the actual damages Owner will sustain in the event of and by reason of such delay. It is, therefore, agreed that such damages shall be presumed to be the amount set forth in paragraph 1.g. of this Contract Appendix, and that Contractor will pay to Owner, or Owner may retain from amounts otherwise payable to Contractor said amount for each day after failure to meet the requirements of the Contract Completion Schedule herein.

Contractor will be assessed liquidated damages for each day after failure to meet the Contract Completion Date(s) or Schedule(s) until the Work has been completed. Payments made after the scheduled Contract Completion Date(s) or Schedule(s) shall not constitute a waiver of liquidated damages. In accordance with Government Code, Section 4215, Contractor shall not be assessed liquidated damages for any delay in completion of the Work if such delay is caused by failure of Owner to provide for removal or relocation of existing main or trunkline utility facilities not indicated in the Drawings or Specifications with reasonable accuracy.

20. Changes in Work

- A. If Owner finds it impracticable for Contractor to comply with the Contract Documents in performance of work, Owner may alter or modify requirements or methods of said work; and for such purposes, Owner may, at any time during the life of the Contract, by written Contract change order on the form contained in the Contract section of the Contract Documents, make such changes as it shall then find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work, material, or equipment hereinafter specified or in the quantity or character of the work material, or equipment to be furnished.
- B. If such changes reduce the quantity or amount of work to be done, they shall not constitute the basis for claim(s) for damages or anticipated profits on the work eliminated; provided, that if such changes render useless any work already done or material or equipment already furnished or used in the Work, Owner shall make reasonable allowance therefor, which action shall be binding upon both parties.
- C. If such changes decrease the Work, the work actually done or materials or equipment actually furnished shall be paid according to unit price(s) or lump sum(s) listed for such work in the Bidding Documents. If such changes increase the Work, the additional work shall be considered extra work and shall be paid according to prices established as hereinafter provided for extra work.

21. Extra Work

- A. Any extra work performed hereunder shall be subject to all of the provisions of the Contract and considered a part thereof, and Contractor's sureties shall be bound with reference thereto as under the original Contract. Contractor shall notify immediately its sureties of any changes in Contract Work and Contract amount. Contractor shall not perform any extra work unless authorized by Owner to do so in advance of performance. Owner will not pay for extra work unless covered by Contract Change Order. Contractor agrees that he shall not be entitled to impact costs, extended job costs, extended overhead costs, or construction acceleration costs related to any and all changes in the Work.
- B. If, during the performance of the Contract, it shall, in the opinion of Owner, become necessary or desirable for the proper completion of the Contract to order work done and/or materials and/or equipment furnished which, in the judgment of Owner, is of like character to and susceptible of classification under the unit price or lump sum items of the Contract as specified, the extra work

shall be paid at the unit price(s) or lump sum(s) listed for such work in the Bidding Documents. Such extra work shall be ordered in writing before such work is started.

- C. If, during the performance of the Contract, it shall, in the opinion of Owner, become necessary or desirable for the proper completion of the Contract to order work done and/or materials and/or equipment furnished which, in the judgment of Owner, are not susceptible of classification under the unit price or lump sum items listed in the Bidding Documents, the extra work shall be paid at the unit prices or lump sums mutually established by the Owner and the Contractor. Such extra work shall be ordered in writing before such work is started.
- D. Whenever, in the judgment of Owner, the price for extra work, extra material, extra equipment, and extra subcontract work, as the case may be, cannot be agreed upon by the Owner and the Contractor or it is impracticable to fix the price before the extra work order shall be issued, extra work, material, equipment, and subcontract work, when furnished by Contractor, shall be paid at actual necessary cost of labor, materials, equipment, and subcontract work, plus (for profit, general expenses, excise taxes, property taxes, bond premiums, license and inspection fees imposed by any governmental authority, and all other items of expense, whether enumerated herein or otherwise) twenty percent (20%) of actual (net) cost of labor and fifteen percent (15%) of actual (net) cost each for materials, equipment, and subcontract work. Extra subcontract work shall be paid at actual necessary cost of labor, materials, and equipment, plus (for profit, general expenses, excise taxes, property taxes, license and inspection fees, and all other items of expense, whether enumerated herein or otherwise) twenty percent (20%) of actual (net) cost of labor and fifteen percent (15%) of actual (net) cost each for materials and equipment. Owner's determination and certification of said actual, necessary cost shall be binding and conclusive on Contractor, and Owner shall be deemed the arbiter to determine the cost of such work.

Labor costs for workers (including foremen) shall consist of employer paid actual wages, together with health and welfare, pension, vacation, holidays, and training, plus a surcharge for Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes. Said surcharge shall be based on the labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge & Equipment Rental Rates" in effect during the performance of the Work.

Material costs shall consist of invoiced amounts or lowest current price at which such materials are locally available and delivered to the job site, plus sales taxes and freight and delivery charges. Owner reserves the right to approve materials and sources of supply. Owner also reserves the right to supply materials to the Contractor if necessary, but the Contractor shall not apply any markups to Owner furnished materials.

Regardless of ownership, equipment costs shall consist of rental rates set forth in the California Department of Transportation publication entitled "Labor Surcharge & Equipment Rental Rates" in effect during the performance of the Work. The rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, storage, necessary attachments, repairs and maintenance, depreciation and insurance, and all incidental expenses. Charges, other than the hourly rate, shall not apply to equipment already on the job site.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work site, it shall be returned unless the Contractor elects to keep it at the work site at no cost to the Owner.

Copies of the California Department of Transportation publication entitled "Labor Surcharge & Equipment Rental Rates" may be obtained from:

Caltrans Publications
1900 Royal Oaks Drive
Sacramento, CA 95815-3800

If any work and/or materials and/or equipment is ordered by Owner under this section on an actual necessary cost basis, Contractor shall, while performing work and/or furnishing materials and/or equipment, render to Owner signed daily written reports within two (2) days of the end of the day in which the extra work was performed, on forms provided in the Contract section of the Contract documents, showing name and number of each worker employed thereon, number of hours employed thereon, character of work performed, wages paid or to be paid, materials and equipment delivered and used, quantity and character of such material and equipment, from whom purchased, net amount paid or to be paid therefor, and such other information as directed by Owner.

If required by Owner, Contractor shall also produce copies of any books, invoices, receipts, vouchers, other records, or memoranda which will assist Owner in determining the true, necessary cost of work and materials furnished by Contractor within two (2) days of the Owner's request. Contractor shall certify in writing that the copies of the records conveyed are accurate and that they pertain to the actual extra work.

Owner will establish Contract Change Order amounts based on Owner review of the aforementioned Contractor supplied daily written reports, and if requested, other pertinent records. If Contractor fails to furnish said daily written reports and other pertinent records as requested within the aforementioned two (2) days as required, Owner will establish Contract Change Order amounts in the absence of the aforementioned reports and records and said Contract Change Order amounts shall be binding and conclusive on Contractor.

- E. In the event Contractor requests a Contract Change Order for extra work required as a result of field conditions which are significantly different from those reasonably anticipated when the Contract was executed, such request shall be submitted to the Owner in writing and shall be accompanied by the following declaration, signed by the Contractor:

I, _____, (name of contractor's authorized representative) being the _____ (title of contractor's authorized representative) of _____ (contractor's name) ("Contractor"), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, know its contents, and know said claim is made in good faith; the supporting data is truthful and accurate; the amount requested accurately reflects the contract adjustment for which Contractor believes the Owner is liable. I am familiar with California Penal Code Section 72 and California Government Code Sections 12560 et seq., pertaining to false claims, and I know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

Signature

Title

Date

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

- F. Contractor's disagreement over the amount to be paid for extra work shall not relieve Contractor of the obligation to continue to perform all Work required by the Contract.

22. Protests

In the event Contractor considers any requirement demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of Owner or of any inspector to be unfair, he shall within five (5) days upon such requirement being demanded or such order or ruling being made, ask that it be confirmed in writing delivered to him, and he shall, within ten (10) days after receipt of same, and without delaying performance of such order or ruling, file a written protest with Owner, stating clearly and in detail his objections and the reasons therefor. Except for such grounds of protest or objections as are made of record in the manner specified and within the time stated herein, Contractor hereby waives all grounds for protests or objections to the orders, rulings, instructions, or decisions of Owner, and hereby agrees that as to all matters not included in such protests, the orders, instructions, and decisions of Owner shall be final and conclusive.

23. Inspection and Testing

All materials and equipment furnished and all work performed shall be subject to rigid inspection by Owner. Work covered or performed in the absence of such inspection or without inspector's knowledge shall be, upon order of Owner, uncovered to the extent required to permit inspection, removed and replaced under proper inspection as necessary for compliance, and recovered, all at Contractor's sole cost. Contractor shall bear all costs and fees incurred as a result of inspection services furnished by utilities or others.

Whenever Contractor arranges to perform work outside regular or specified work periods or to vary the work period for any particular day, he shall give Owner twenty-four (24) hours notice so Owner may arrange and provide proper inspection. Such work shall be performed without extra compensation.

Contractor shall not pay Owner for inspection services during regular hours during regular work days and during otherwise specified work hours except for scheduled but aborted, defective, or failed compliance inspection and testing; however, if Contractor requests to work outside the stated working hours or on Saturdays, Sundays, and holidays and Owner agrees to same, Contractor shall pay Owner for inspection services in excess of eight (8) hours during regular work days and for Saturdays, Sundays and holidays, except during otherwise specified work hours, in accordance with Owner established rates.

Certain materials, equipment, and facilities furnished or constructed shall be subject to rigid and thorough compliance inspection and testing. Contractor shall schedule such inspection and testing only after furnished or constructed materials, equipment, or facilities are operational and function as intended. Once inspection and testing have been scheduled for any particular or specific material, equipment, or facility, Contractor shall pay for all aborted, defective, or failed inspection and testing thereof attributable to Contractor's, subcontractor's, or supplier's performance and operations, or materials and equipment. Materials, equipment, and facilities subject to inspection and testing shall include, but shall not be limited to, earthwork (especially compaction testing), concrete (especially strength testing), pumping and process equipment (laboratory and field testing), electrical and control equipment, piping and pipelines, valves and fittings, and reservoirs and vessels. Inspection and testing shall include start up and final testing as well as performance and operation testing of mechanical and electrical facilities and systems.

24. Examination of the Work

Contractor shall furnish Owner every reasonable facility for ascertaining whether the Work is in accordance with the requirements and intention of the Contract Documents, even to the extent of uncovering or taking down portions of finished work which have been previously approved or authorized to be covered. Should such previously approved work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacing of the covering or the making good of the parts removed shall be included in the Contract Payment estimates and will be paid at the Contract prices for the kind of work done or as extra work, as determined by Owner; but should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good shall be at the expense of Contractor, and he shall be charged

with the cost to Owner of any materials furnished by Owner for the unsatisfactory work and its replacement in excess of the requirements for satisfactory original construction.

25. Defective Materials

- A. The inspection of the Work to be performed under the Contract shall not relieve Contractor of any of his obligations to fulfill his Contract, as herein prescribed, and all defective materials or workmanship shall be made good notwithstanding such material or workmanship may have been previously inspected by Owner and accepted or estimated for payment. If the material or workmanship shall be found defective at any time before the final acceptance of the entire Contract performance, Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to Owner. Owner shall be the sole judge of determining whether any defective material or workmanship is the result of the materials and methods of Contractor or whether the defects have been caused by other contractors of Owner having the responsibility of supplying the material.
- B. If Contractor shall fail or neglect to make ordered repairs of defective material or workmanship or to remove condemned material from the Work within ten (10) days after the service by Owner of an order to do such repair work or remove such materials, Owner may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due Contractor.

26. Unpaid Claims

Pursuant to Section 3184 of the California Civil Code, upon or before completion of the Work agreed to be performed or at any time prior to the expiration of the period within which claims may be filed for record, certain persons claiming to have performed labor or furnished material, supplies, or services toward the performance of this Contract may file with Owner a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was performed or furnished or both, together with a statement that the same has not been paid. If so, or if any person brings any action against Owner or against any officer thereof to enforce such claim, Owner shall withhold from the money under its control so much of said money due or to become due Contractor under this Contract as shall be sufficient to satisfy and discharge the amount claimed and potential costs of suit, but in no event less than one and one-fourth (1-1/4) times the amount claimed. However, if Owner in its discretion permits Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code in a penal sum equal to one and one-fourth (1-1/4) times the amount of the claim, Owner shall not thereafter withhold said money on account of the claim.

27. Partial Estimates and Payments

Each month, Contractor shall submit to Owner on the forms provided in the Contract section of the Contract Documents a written request for payment, together with such supporting data as Owner may request, covering the amount of the Work then completed. Unless specified otherwise, such request and supporting data shall be submitted by Contractor so that it is received by Owner no later than the 20th day of the month preceding the month in which payment will be made. Upon approval by Owner, payment in the amount of ninety percent (90%) of the estimated value of the Work will be made by the 20th day of the month following the month in which request for payment is made.

Review and payment of such requests by Owner under this section are also subject to provisions of Section 20104.50 of the California Public Contract Code, summarized below:

Upon failure to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, as set out below, Owner shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure.

Each payment request shall be reviewed by Owner as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined by Owner not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reason why the payment request is not proper.

The number of days available to Owner to make a payment without incurring interest pursuant to Section 20104.50 of the California Public Contract Code shall be reduced by the number of days by which Owner exceeds the seven (7) day return requirement set forth herein. For purposes of Section 20104.50 of the California Public Contract Code, "progress payments" include all payments properly due to Contractor, except that portion of the final payment designated by this Contract as retention earnings.

28. Withheld Contract Funds

Contractor, at his request and expense and in accordance with Section 22300 of the California Public Contract Code, will be permitted to substitute securities equivalent to any monies withheld by Owner to ensure performance under the Contract as follows.

- A. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with Owner, or with a state or federally chartered bank in California as the escrow agent, and thereafter, Owner shall pay Contractor the retained amounts as they become due. Except as otherwise provided in the Contract Documents, upon satisfactory completion of the Contract, the securities shall be returned to Contractor.
- B. Alternatively, Contractor may request, at his expense, that Owner make payment of retention earned directly to the Escrow Agent. Contractor may, at his expense, direct the investment of the payments into securities and receive the interest earned on those investments upon the same terms provided in Public Contract Code Section 22300. The Escrow Agent shall pay Contractor all securities, interest, and payments received by the Escrow Agent from Owner pursuant to such Section, upon satisfactory completion of the Contract. Contractor shall pay to each subcontractor, not later than twenty (20) days following receipt of payment, respective amounts of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of Contractor.
- C. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan Certificates of Deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually acceptable to Contractor and Owner. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- D. In accordance with conditions of Public Contract Code Section 22300, any escrow agreement entered pursuant to these conditions shall be executed in the form included in the Contract section of the Contract Documents.

29. Final Estimate and Payment

Contractor shall be entitled to final payment of unpaid and undisputed amounts due on the Contract within 60 days after acceptance of the Work by Owner. Prior to that date, Owner will prepare a final estimate of the Work done by Contractor and compute therefrom the total value of the Work done by Contractor, from which Owner will deduct: (a) all previous partial payments made Contractor under this Contract, (b) any amounts to be deducted from the Contract pursuant to the terms of the Contract, (c) 150% of all unpaid Contract amounts then in dispute, and (d) 125% of all stop notices then on file with Owner. The net amount shall be paid to Contractor upon Contractor's transmittal to Owner of the properly executed release, upon the form provided in the Contract section of the Contract Documents, releasing Owner from all claims or

liability relating to undisputed Contract amounts or work performed in relation to said amounts. Amounts withheld from final payment pending resolution of disputes, or to satisfy third-party claims or stop notices, will be subsequently released to Contractor according to the terms of such settlements as may be subsequently reached between the parties thereto.

It shall be understood and agreed by Contractor that all partial payments are estimates only and may be revised, adjusted, and corrected at the time of computing final payment.

30. Sales and Use Taxes

The Contract price includes all taxes, and Contractor shall pay all taxes of any nature due and payable by Owner or by Contractor to the State of California and its political subdivisions or to any charter city, and all taxes of every nature due and payable by Owner or by Contractor to the United States of America or any of its agencies in connection with any or all work or equipment provided for in the Contract. This shall include, but not be limited to, sales taxes and use taxes.

31. Payment Only in Accordance with Contract

Contractor shall not demand or be entitled to receive payment for work to be performed and/or equipment and/or materials furnished, or any portion thereof, except in the manner set forth in this Contract; nor unless each and every one (1) of the promises, agreements, stipulations, terms, and conditions herein contained to be performed, kept, observed, and fulfilled on the part of Contractor shall have been performed, kept, observed, and fulfilled, and Owner shall have accepted the Work.

32. Monies to be Retained

Owner may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by Owner, incurred by Owner for which Contractor is liable under the Contract. Owner shall also withhold all forfeited funds pursuant to Labor Code Section 1727.

33. Recovery of Damages

The making of an estimate and payment in accordance therewith shall not preclude Owner from demanding and recovering from Contractor such damages as it may sustain by reason of his failure to comply with the Contract Documents.

34. Acceptance of the Work Not a Waiver

Neither the acceptance of all or part of the Work by Owner, nor any order, measurements, or certificate by the Engineer, nor the filing of a Notice of Completion, nor granting an extension of time, nor payment of any money, nor any possession taken by Owner shall operate as a waiver of any portion of this Contract or of any power herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.

35. Maintenance and Guarantee

A. Contractor hereby guarantees that all materials and workmanship furnished by him under the Contract will meet fully all requirements thereof as to quality or workmanship and of materials furnished by him. Contractor hereby agrees to replace all materials and pay for all installation costs made necessary by defects in materials or workmanship supplied by him that become evident within one (1) year after the date of final payment and to pay for all work necessary to remove, restore, and replace the materials to full serviceability and to full compliance with the requirements of the Contract Documents, including the test requirements for any part of the materials furnished

hereunder which, during said one (1) year period, are found to be deficient with respect to any provision of the Contract Documents.

Contractor also agrees and does hereby hold Owner harmless from claims of any kind which may arise from injury or damage due to said defects. Contractor shall replace all defective materials promptly upon receipt of written orders for same from Owner. If Contractor fails to replace all defective materials promptly, Owner may secure the service of others to do this work, and Contractor and his surety shall be liable to Owner for the cost, including removal and replacement thereof.

- B. The guarantees, indemnifications and agreements set forth in Subsection a. hereof are secured by the Contract Performance Bond provided by Contractor herein, and for this purpose said bond shall remain in force for a period of one (1) year after the date of the final payment.

36. Suspension of Contract

- A. If the equipment and/or material to be furnished or the work to be performed by Contractor under the Contract shall be abandoned by Contractor, or if Contractor shall make a general assignment for the benefit of his creditors or be adjudicated a bankrupt, or if a Receiver of his property or business be appointed by a court of competent jurisdiction, or if his Contract shall be assigned by him otherwise than hereinbefore specified, or if, at any time, Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed, or that Contractor is willfully violating any of the conditions or covenants of the Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the terms of the Contract be not fully completed within the time named in the Contract for its completion or within the time to which the completion of the Contract may have been extended, as hereinbefore provided, Owner may, by written notice, instruct Contractor to suspend the operation of all or any part of the Contract, and Contractor shall do so and shall resume the same only upon written instruction by Owner.
- B. Upon such suspension of the Contract, Owner may procure the equipment and/or the materials, and/or performance of the work necessary to fulfill the Contract requirements in such manner as it may deem proper. In so doing, Owner may take possession of and use any of any materials, plant, tools, equipment, supplies, and property of every kind which may be provided by Contractor upon Owner property for the purposes of his work. Owner may procure other equipment and/or materials and provide labor for the completion of the same, or Contract therefor, and charge the expense of completion by either method to Contractor. These charges shall be deducted from such monies as may be due or may at any time hereafter become due Contractor under and by virtue of this Contract or any part thereof. In case such expense shall exceed the amount which would have been due Contractor under the Contract if the same had been completed by him, Contractor shall pay the amount of such excess to Owner and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by Contractor, he shall have no claim to the difference, except to such extent as may be necessary, in the opinion of Owner, to reimburse Contractor or Contractor's sureties for any expense properly incurred for plant, camp, equipment, materials, supplies, and labor devoted to the prosecution of the Work of which Owner shall have received the benefits and which shall not have been otherwise paid by Owner. In computing such expense so far as it shall relate to plant and equipment taken over by Owner the salvage value of such plant and equipment at completion of the Work shall be deducted from the depreciated value thereof at the time taken over by Owner, and the difference shall be considered an expense. Evidence of such expense, satisfactory to Owner, shall be required, and all necessary estimates and appraisements shall be made by him. When any particular part of the Work is being carried on by Owner, by Contract or otherwise, under the provisions of this section, Contractor shall continue the remainder of the Work in conformity with the terms of his Contract and in such manner as in nowise to hinder or interfere with the persons or workers employed, as above provided, by Owner, by Contract or otherwise, to do any part of the Work or to complete the same under the provisions of this Section.

C. In the determination of the question whether there has been such non-compliance with the Contract as to warrant its suspension or the procurement of the equipment, labor, or material elsewhere by Owner as herein provided, the decision of Owner shall be final. Suspension of the Contract or any portion thereof shall operate only to terminate the right of Contractor to proceed with the furnishing of the equipment and/or material, or performing the work covered by the Contract or the suspended portions thereof. All other stipulations of the Contract, shall be and remain in full force and effect after such suspension and until the Contract shall have been completed, final payment made, and formal acceptance given.

37. Additional Surety

If, during the continuance of the Contract, any of the sureties upon the performance or payment bonds in the opinion of Owner, are or become insufficient, Owner may require additional sufficient sureties, which Contractor shall furnish to the satisfaction of Owner within fifteen (15) days after notice, and in default thereof, the Contract may be suspended with the same force and effect as provided in Section 38.

38. Termination of Contract

If, at any time before manufacture of all equipment and/or materials, or completion of performance of work, it shall be found by Owner that reasons beyond the control of the parties hereto render it impossible or against the public interest of Owner to buy and receive any remaining portion of the equipment and/or materials or have the Work completed, Owner at any time, by written notice to Contractor, may call for discontinuance of manufacture of the equipment and/or materials and/or performance of work, and terminate the Contract. Upon the service of such notice of termination, Contractor shall discontinue the manufacture and/or performance of work in such manner, sequence, and at such times as Owner may direct, continuing after said notice only such manufacturing of the equipment and/or material and/or only such performance of work and only until such time, or times, as Owner may direct, and Contractor shall have no claim for damages for such discontinuance or termination of the Contract; nor shall Contractor have any claim for anticipated profits on the equipment and/or materials or performance of work thus dispensed with, nor any other claim except for the equipment and/or materials and/or of work actually manufactured or performed up to the times of said notice, or in accordance therewith.

39. Right to Occupy Completed Portions of the Work

Owner may wish to occupy or place in service completed portions of the Work before final completion of the Contract and shall be at liberty to do so, but such occupancy or placing in service of any completed portion of the Work shall not void the Contract nor relieve Contractor of his responsibility of protection and care of all Work until final completion and acceptance of the entire Work, provided, however, that expense directly attributable to operation and placing in service the portions of the Work shall not be chargeable to Contractor.

40. Anti Trust Claims

In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a public works Contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code), arising from the 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 payment to Contractor, without further acknowledgment by the parties.

41. Dispute Resolution

Resolution of Certain Disputes. Any separate demand by the Contractor for payment of monies or damages arising from work done by or on behalf of the Contractor pursuant to this Contract, payment of which is not otherwise expressly required by the Contract, or any separate demand by the Contractor the amount of which is disputed by the Owner, such demand being in an amount of \$375,000 or less, shall be resolved pursuant to Sections 20104 et seq. of the California Public Contract Code, as may be amended. These sections are summarized as follows:

- 1) For any claim, as defined in Section 20104 of the California Public Contract Code, by the Contractor of an amount less than \$50,000, the Owner will respond in writing within forty-five days of receipt of the claim, or may request in writing within thirty days of receipt of the claim any additional documentation supporting the claim or related to any defenses the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within fifteen days from receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.
- 2) For any claim, as defined in Section 20104 of the California Public Contract Code, by the Contractor for an amount between \$50,000 and \$375,000, the Owner will respond in writing within sixty days of receipt of the claim, or may request in writing within thirty days of receipt of the claim any additional documentation supporting the claim or related to any defenses which the Owner may have against such claim. The Owner's written response to the claim, as further documented, will be submitted to the Contractor within thirty days from receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional documentation, whichever is greater.
- 3) If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may notify the Owner, in writing, either within fifteen days of receipt of the Owner's response or within fifteen days of the Owner's failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the Owner shall schedule a meet and confer conference within thirty days for settlement of the dispute.
- 4) If the meet and confer process does not produce a settlement agreement, the Contractor may file a claim pursuant to Government Code Sections 900, et seq. The period of time within which to file such a claim shall be as defined in Section 20104.2(e).
- 5) The procedures for any civil action brought by the parties to resolve such claims shall be those set forth in Section 20104.4 of the California Public Contract Code, a summary of which is set forth below:
 - a. Within sixty days, but no earlier than thirty days, following the filing of responsive pleading, unless waived by mutual stipulation of both parties, the court shall submit the matter to non-binding mediation. The mediation process shall commence within thirty-days of the submittal, and shall be concluded within fifteen days from the commencement of the mediation process, except as may be otherwise required by Section 20104.4 of the Public Contract Code.
 - b. If the matter remains in dispute after mediation, the case shall be submitted to judicial arbitration. An arbitrator shall be appointed and proceedings shall be conducted pursuant to provisions of Section 20104.4 of the Public Contract Code.

- c. If the party appealing an arbitration award does not obtain a more favorable judgment, that party shall, in addition to the payment of costs and fees, also pay the attorney's fees on appeal of the other party.
- 6) In any suit filed pursuant to these provisions, the Owner shall pay interest at the legal rate on any arbitration award or judgment in favor of the Contractor. The interest shall begin to accrue on the date the suit is filed in a court of law.