

## SPECIAL PROVISIONS

### **1.0 GENERAL**

#### **1.1 Scope of Services**

It shall be the contractor's responsibility to provide and furnish all materials, tools, labor and incidentals to complete the work as outlined in the Project Description and as shown in the Specifications and Contract Documents for **Thermal Town Street Improvement Project, Project No. MS4227**.

It shall be the Contractor's responsibility to thoroughly review the project area, familiarize itself with the scope of proposed work and submit the proposal for the work accordingly.

#### **1.2 Project Descriptions**

In general, the proposed work will include construction of curb, gutters, cross gutters, sidewalk, access ramps and driveways. The proposed work will also construct new asphalt concrete pavement over crushed aggregate base, asphalt concrete pavement overlay, adjustment of sewer and utility manholes, adjustment and relocation of vaults, valves, and meters, plus the relocation and modification of fire hydrants as well as mail boxes. The removal of existing curb and gutter is to be included along with providing new signing and striping and high pressure sodium street lights.

All project work and incidental items to complete the project shall be performed in accordance with the plans, specifications, and other provisions of the contract. All the above improvements are to be constructed in a workmanlike manner, leaving the entire project in a neat and presentable condition.

#### **1.3 Project Plans**

The area of work is shown on the attached plan sets for "**Thermal Town Street Improvement Project, Project No. MS4227**" The project consists of **3 individual plan sets**, titled:

- 1. Street Improvement**
- 2. Signing and Striping**
- 3. Street Lighting**

#### **1.4 Time Allowed for Construction**

In accordance with the provisions of Time of Completion, this project shall be completed within **60 working days**.

#### **1.5 Record Drawings**

The Contractor shall keep one clean, set of bond originals to note any changes which take place during construction. These changes to the original plans and/or specifications shall be noted at the appropriate locations with the appropriate changes indicated in red pencil or ink.

The Contractor shall note in large letters "RECORD DRAWINGS" on the Title Sheet of the plans. The job will not be finalized by the Engineer until these record drawings have been completed to the satisfaction of the Engineer. The changes shall be noted on the plans as the changes occur. The record drawings shall be submitted to the Engineer, and become the property of the County at conclusion of the project.

Full compensation for maintaining and compiling the record drawings shall be considered to be included in other items of work and no additional compensation will be allowed therefor.

#### **1.6 Specifications**

This project shall conform to the requirements of the May 2006 edition of the Standard Specifications and Standard Plans as issued by the State of California Department of Transportation.

Requirements on the construction plans for Portland Cement Concrete are modified to the PCC Class designations, as described in Section 90-1.01 of the 2006 Standard Specifications, as follows:

Class "A" shall mean Class "2"  
Class "B" shall mean Class "3"  
Class "C" shall mean Class "4"  
Class "D" shall mean Class "1"

#### **1.7 Disposal Of Excess Excavation Or Materials**

Excess earth excavation, pavement grindings and other excess materials resulting from construction operations shall be disposed of by the Contractor outside of the street right of way, as provided in Section 7-1.13 of the Standard Specifications.

The second paragraph of Section 7-1.13 of the Standard Specifications is modified to read as follows:

When any material is to be disposed of outside the highway right of way, and the Redevelopment Agency for the County of Riverside has not made arrangements for the disposal of such material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and he shall file with the Engineer said authorization or a certified copy thereof together with a written release from the property owner absolving the County of Riverside from any and all responsibility in connection with the disposal of material on said property. If the disposal of materials is to be made at established disposal facility that is available for public use, the Contractor shall retain all authorizations and receipts from said disposal facility and shall provide copies to the Engineer upon request.

#### **1.8 Liquidated Damages**

The Contractor shall diligently prosecute the work to completion before the expiration of prescribed working days from the date stated in the "Notice to Proceed". The Contractor shall pay to the Redevelopment Agency for the County of Riverside the sum of \$800.00 per day, for each and every calendar days delay in finishing the work in excess of the number of working

days prescribed above.

In addition to the liquidated damages set forth above, the first lift of asphalt concrete paving shall be placed within seven (7) calendar days of the removal of existing asphalt concrete for each street segment. A street segment is hereby defined as that area of road removed in one (1) day. Contractor shall pay to the Redevelopment Agency for the County of Riverside the sum of \$800.00 per day, for each and every calendar day's delay in completing paving within the number of calendar day prescribed above, for each street segment subjected to delay, and shall apply separately to each street segment within the scope of work.

## **1.9 Insurance**

In addition to the requirements of Section 3-1.025(B), "Insurance — Hold Harmless" of the Contract Documents, the Contractor's Certificate of Insurance and endorsements for the project shall name the following listed entities as additional insured under the Contractor's general liability, excess liability, and auto liability insurance policies, and each listed entity shall be named on the Waiver of Subrogation for the Contractor's Workers Compensation policy.

1. "County of Riverside, its officers, directors, agents and employees".
2. "Coachella Valley Water District, its officers, directors, agents and employees".
3. "Imperial Irrigation District, its officers, directors, agents and employees".
4. "Redevelopment Agency for the County of Riverside, its officers, directors, agents and employees".

Each of the above listed entities shall also be held harmless, in accordance with the requirements of subsection IV, "Hold Harmless" of Section 3-1.025(B), "Insurance — Hold Harmless" of the contract documents.

Full compensation for compliance with the requirements of this Section shall be considered as included in the various items of work, and no additional compensation will be allowed therefore.

## **2.0 TECHNICAL SPECIFICATIONS**

### **2.1 Mobilization**

The contractor mobilization shall conform to the provisions in Section 11 of the State Standard Specifications and these Special Provisions.

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in mobilization.

No additional compensation will be allowed for Additional Mobilizations required, including but not limited to, delays caused by the relocation of existing utility facilities shown on the plans or discovered during construction operations.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

## **2.2 Water Pollution Control**

Throughout the term of this contract, the total soil-disturbed area of the project site is more than 1 acre.

### **National Pollutant Discharge Elimination System - NPDES:**

The Contractor shall comply with the requirements of Board Order No. 01-077 (NPDES No. CAS617002). NPDES Area-Wide Municipal Storm Water Permit, hereafter referred to in this section as the "Permit", issued by the California Regional Water Quality Control Board (CRWQCB) - Colorado River Basin Region. This permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities. The Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) in accordance with this section entitled "Stormwater and Non-Stormwater pollution Control" of these Special Provisions.

A copy of the Permit may be obtained at the office of the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California. (951) 955—6780, or may be obtained on the internet at: <http://www.swrcb.ca.gov/rwgcb8/pdf/02-11.pdf>.

The Contractor's attention is directed to:

1. Allow the Engineer to withhold progress payments if the Contractor fails to fully implement "Stormwater and Non-Stormwater Pollution Control" or is deemed to be in noncompliance with provisions of the permit;
2. "Stormwater Pollution Prevention Plan Preparation and approval" which requires that a SWPPP be prepared and approved prior to the pre-construction meeting;

"SWPPP Implementation" which allows the Engineer to suspend construction operations if the Contractor fails to implement the approved SWPPP and any amendments thereto.

### **Stormwater and Non-Stormwater Pollution Control:**

The term "Stormwater and Non-Stormwater Pollution Control" shall include preparing, obtaining approval of, amending and implementing the Storm Water Pollution Prevention Plan (SWPPP) as required by the State Water Resources Control Board (SWRCB) and the California Regional Water Quality Control Board (CRWQCB)— Colorado River Basin Region.

The SWPPP shall identify site specific Best Management Practices (BMPs) to be implemented during and after construction to minimize the potential pollution of stormwater

runoff and receiving waters. The identified BMPs shall be practices designed to minimize or eliminate the discharge of pollutions from the construction site and the Contractor's construction activities, including, but not limited to:

1. Good housekeeping practices for solid and sanitary/septic waste management, vehicle and equipment cleaning/maintenance, and material handling and storage.
2. Construction procedures such as stabilized construction access points, schedule/phasing to minimize areas of soil disturbance, soil stabilization, and erosion/sediment control.

The SWPPP shall also stipulate an ongoing program for monitoring and maintenance of all BMPs.

### **General Requirements**

All activities performed by the Contractor for this project shall conform to the requirements in the latest version of the statewide National Pollutant Discharge Elimination System (NPDES) General Permit (Permit No. CAS000002) for Stormwater Discharges Associated with Construction Activity and Modifications (Resolution No- 2001046) to Water Quality Order 99-08-DWQ SWRCB NPDES General Permit for Stormwater Discharges Associated with Construction Activity, hereafter referred to collectively as the "General Permit", issued by the SWRCB. This General Permit regulates both stormwater and non-stormwater discharges associated with Contractor's construction activities.

A copy of the Permit and Resolution may be obtained at the office of the County of Riverside Transportation Department, 14th Street Annex, 3525 14th Street, Riverside, California. (951) 955-6780, or may be obtained on the internet at

<http://www.swrcb.ca.gov/resdec/wgorders/1999/wgo99-08.html> and  
[wwwswrcb.ca.gov/resdec/resltn/2001/rs2001-046.doc](http://wwwswrcb.ca.gov/resdec/resltn/2001/rs2001-046.doc).

In the event the County incurs any Administrative Civil Liability (fine) imposed by the CRWQCB-Colorado River Basin Region, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Civil Liability. Liability may be in an amount up to \$27,500 per day per deemed occurrence.

"Stormwater and Non-Stormwater Pollution Control" work shall conform to the requirements in the latest version of Caltrans Storm Water Quality Handbooks entitled "Construction Site Best Management Practices (BMPs) Manual" and "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual". Copies of the "Construction Site BMPs manual" and "SWPPP and WPCP Preparation Manual", hereafter referred to collectively as the "Caltrans Handbooks", may be obtained from the California Department of Transportation Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California, 95815-3800. Telephone: (916) 445-3520. Copies of the Caltrans Handbooks can also be downloaded from the Caltrans internet site at <http://www.dot.ca.gov/hq/construc/stormwater.html>.

The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Stormwater and Non-Stormwater Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, General Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties and damages whether assessed against the District or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

The Contractor shall become fully informed of and comply with the applicable provisions of the Caltrans Handbooks, General Permit, Federal, State and local regulations that govern the Contractor's activities and operation pertaining to both stormwater and non-stormwater discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall, at all times, keep copies of the General Permit, approved SWPPP and all amendments at the project site. The SWPPP shall be made available upon request of a representative of the SWRCB, CRWQCB, United States Environmental Protection Agency (USEPA) or local stormwater management agency. Requests by the public shall be directed to the Engineer.

The Contractor is solely and exclusively responsible for any arrangements made between the Contractor and other property owners or entities that results in disturbance of areas or construction activities being conducted outside limits of the designated rights-of-way and temporary construction easements as shown on the project drawings.

The Contractor shall, at reasonable times, allow authorized agents of the CRWQCB, SWRCB, USEPA or local stormwater management agency, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the construction site and the Contractor's facilities pertinent to the work;
2. Have access to and copy any records required to be kept as specified in the General Permit;
3. Inspect the construction site, including any off-site staging areas or material storage areas, and related soil stabilization practices and sediment control BMPs; and
4. Sample or monitor for the purpose of ensuring compliance with the General Permit.

The Contractor shall notify the Engineer immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

### **SWPPP Preparation and Approval**

The Contractor shall prepare and obtain approval of the SWPPP as part of the Stormwater and Non-Stormwater Pollution Control work for this contract. The SWPPP shall include an appropriate sampling and analysis plan (SAP) as required by Section B, "Monitoring Program and Reporting Requirements" of the General Permit. The SAP shall comply with the requirements in the Caltrans Sample Contractor's Water Quality SAPs that are available on the Caltrans Internet site at <http://www.dot.ca.gov/hq/construc/stormwater.html>.

An additional guidance document titled "Construction Storm Water Sampling and Analysis Guidance Document" is available from the California Stormwater Quality Association internet at <http://www.stonwatertaskforce.org/swgtf/products.htm>.

The Contractor shall prepare and implement the SWPPP in accordance with the Caltrans Handbooks and Sample Contractor's Water Quality SAPs, the General Permit and these Special Provisions.

In case of conflict between the Caltrans Handbooks and Sample Contractor's Water Quality SAPs and these Special Provisions, these Special Provisions shall govern; in case of conflict between these Special Provisions and the General Permit, the latter shall govern.

Within five (5) working days after the award of the contract, the Contractor shall submit two (2) copies of the SWPPP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the SWPPP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved SWPPP to the Engineer prior to pre-construction meeting. The Contractor must have an approved SWPPP prior to the pre-construction meeting.

The objectives of the SWPPP shall be to identify all pollution sources associated with Contractor's construction activities that may adversely affect the quality of stormwater discharges; to identify all non-stormwater discharges; to identify, construct, implement and maintain water pollution control best management practices, hereafter referred to as "BMPs", to reduce to the maximum extent practicable pollutants in both stormwater discharges and authorized non-stormwater discharges from the construction site during construction and to develop a maintenance schedule for BMPs after construction is completed under this contract.

The SWPPP shall incorporate BMPs in each of the following categories:

1. Soil stabilization practices;
2. Sediment control practices;
3. Sediment tracking control practices;
4. Wind erosion control practices; and
5. Non-Stormwater management, and - waste management and disposal control practices.

Specific objectives and minimum requirements for each category of BMPs are described in the Caltrans Handbooks. The Contractor shall consider the objectives and minimum requirements presented in the Caltrans Handbooks for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate one or more of the listed minimum BMPs required into the SWPPP and implement on the project to meet the pollution control objectives for the category. In addition, the Contractor shall consider other BMPs presented in the Caltrans Handbooks to supplement the minimum BMPs required when necessary to meet the objectives of the SWPPP and maintain compliance with the General Permit. The Contractor shall document the selection process in accordance with the procedure specified in the Caltrans Handbooks.

The Contractor shall not assume that the minimum BMPs required for each category presented in the Caltrans Handbooks are adequate to meet the pollution control objectives. The Contractor may use other effective BMPs, as approved by the Engineer, in addition to the minimum BMPs required in the Caltrans Handbooks to achieve the pollution control objectives.

The SWPPP shall include the following items as described in the Caltrans Handbooks, Sample Contractor's Water Quality SAPs and General Permit:

1. Title Page;
2. Certification and Approval;
3. Table of Contents;
4. Source Identification;
5. Stormwater and Non-Stormwater Pollution Control Drawings;
6. Erosion Control;
7. Stabilization;
8. Sediment Control;
9. Non—Stormwater Management;
10. Waste Management and Disposal;
11. Maintenance; Inspection and Repair Program;
12. Training;
13. List of Contractors and Subcontractors;
14. Sampling and Analysis Plan;
15. Post—Construction Stormwater Management;
16. Current Inventory of BMP related materials;
17. Mobilization Plan for BMP deployment;
18. A copy of the Notice Of Intent (NOI) form submitted by the District for this project;
19. A copy of the Waste Discharge Identification (WDID) number or proof of mailing of the NOI (provided by the District)
20. A copy of the General Permit;
21. A copy of other applicable Plans/Permits, if any;
22. Construction Site Inspection Checklist;
23. Pre/Post Storm Inspection Checklist;
24. Inspection Log;
25. A copy of the Amendments, if any;
26. Amendment Certification and Approval, if any;
27. Amendment Log;
28. Annual compliance Certification;
29. BMPs Consideration Checklist; and;
30. SWPPP Checklist.

### **Stormwater Pollution Prevention Plan Amendments**

The Contractor shall prepare amendments to the SWPPP, both graphically and in narrative form, whenever there is a change in Contractor's construction activities or operations which may result in the discharge of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The Contractor shall also amend the SWPPP if it is in violation of any condition of the General Permit, or has not effectively achieving the objective of reducing pollutants in stormwater discharges. Amendments shall show additional BMPs, revised Contractor's construction activities or

operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to effectively control water pollution.

Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initial approval of the SWPPP. The Contractor shall date and attach all approved amendments to the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional BMPs, revised construction activities or operations.

### **Annual Compliance Certification**

The Contractor shall certify annually that construction activities are in compliance with the requirements of the General Permit and the approved SWPPP. The certification must be completed by July 1st of each year.

### **Non-Compliance Reporting**

If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within two (2) calendar days of identification of non-compliance activities.

### **Stormwater Pollution Prevention Plan Implementation**

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for placing, installing, constructing, inspecting and maintaining the BMPs as well as conducting the sampling and analysis plan as included in the SWPPP and any amendments thereto and for removing and disposing of temporary BMPs. Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continued throughout any temporary suspension of work ordered in accordance with Section 8-1.05, "Temporary Suspension of the Work", of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of BMPs are specified in the Caltrans Handbooks and these Special Provisions.

The Engineer may order the suspension of construction operations if the Contractor fails to comply with the requirements of "Stormwater and Non-Stormwater Pollution Control" as determined by the Engineer.

The Contractor will not be compensated for sampling and analysis work because of the Contractor's failure to properly implement, inspect, maintain, and repair BMPs in the approved SWPPP and any amendments thereto, or for failing to store construction materials or wastes in watertight conditions.

- a. Stormwater Pollution Control -The Contractor shall implement soil stabilization practices and sediment control BMPs, including minimum requirements as presented in the Caltrans Handbooks, on all disturbed areas of the project site throughout the winter season, defined as between October 1st and May 31<sup>st</sup>.

Implementation of soil stabilization practices and sediment control BMPs for soil-disturbed areas, including but not limited to, rough graded access roads, slopes,

channel inverts, operational inlets and outlets of the project site shall be completed no later than ten (10) calendar day prior to the-start of the winter season or upon start of applicable Contractor's construction activities for projects which begin either during or within ten (10) calendar days of the winter season.

The Engineer may require the Contractor, on a case-by-case basis, to reduce the active soil-disturbed area limit of the project. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control BMPs to protect soil-disturbed areas of the project site by maintaining an adequate quantity of soil stabilization and sediment control materials onsite to protect exposed, soil-disturbed areas and a detailed plan for the mobilization of sufficient labor and equipment to fully deploy the required BMPs prior to the onset of precipitation and for the duration of the project.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control BMPs. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior, to the onset of the precipitation.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be non-active whenever soil disturbing activities are expected to be discontinued for a period of fifteen (15) calendar days or more. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with soil stabilization practices such as covering with mulch, temporary seeding, fiber rolls, blankets, etc. within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur. Areas that will become non-active either during the winter season or within ten (10) calendar days thereof shall be fully protected with sediment control BMPs within ten (10) calendar days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

- b. Non-Stormwater Pollution Control - The Contractor shall implement, year-round and throughout the duration of the project, BMPs included in the SWPPP for sediment tracking, wind erosion, non-stormwater management, and waste management and disposal.
- c. Inspections and Reporting - The Contractor shall regularly inspect the construction site for BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. The Contractor shall identify corrective actions and time frames to address any damaged BMPs or reinitiate any BMPs that have been discontinued.

At a minimum, the Contractor shall inspect the construction site as follows:

1. Prior to a forecast storm;
2. After any precipitation which causes runoff capable of carrying sediment from the construction site;

3. At 24 hour intervals during extended precipitation events; and
4. At regular interval of once every 2 weeks.

The construction site inspection checklist provided in the Caltrans Handbooks shall be used to ensure that the necessary BMPs are being properly implemented and are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

- d. Maintenance - The Contractor shall maintain construction site BMPs identified in the SWPPP to ensure the proper implementation and functioning of BMPs. If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the District.
- e. Training - The Contractor shall describe the types of training that the Contractor's BMP inspection, maintenance, and repair personnel have received or will receive that is directly related to stormwater pollution prevention.
- f. National Pollutant Discharge Elimination System (NPDES) Permit (Required Urban Runoff Management Training) - The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002- 0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure, occurs and shall in addition, be. a breach of the contract with the County. Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board and the County and may result in permit termination (stop work order), civil and criminal fines, and termination of contract. By submitting a bid, the Contractor certifies to the County that he has trained his employees and subcontractors, if any, for Urban Runoff Management and included sufficient sums in his base bid price to cover such costs of said training.

### **2.3 Traffic Control System**

Contractor shall prepare construction staging and traffic control plans for review and approval by the Transportation Department.

Proposed plans shall be submitted by the Contractor for review and approval by the Transportation Department at least two weeks prior to the start of construction. The construction staging and traffic control plans shall be prepared, signed and stamped by a Civil Engineer or Traffic Engineer who is registered as such in the State of California, unless otherwise specifically allowed by the Engineer. The Contractor shall revise and implement the plans as directed by the Construction Engineer. Construction shall not begin until the Engineer provides Contractor with County approval of the plans.

Construction staging and traffic control plans shall be in accordance with the appropriate standards and specifications for construction staging, detour roads, traffic control, including

the State of California Highway Design Manual, the 2006 California Manual of Uniform Traffic Control Devices (MUTCD), the May 2006 Standard Plans and Standard Specifications, and the Work Area Traffic Control Handbook (WATCH), as published by Building News, Inc. Any requests for deviation from the established design standards or specifications are to be submitted to the Construction Engineer for review and approval prior to submission of the required plans.

With regard to the preparation and implementation of the plans, attention is especially directed to Sections 7-1.06, 7-1.08, 7-1.09, 7-1.11, 7-1.12 and Section 12 of the State of California Standard Specifications. Section 12-2.02 of the Standard Specifications is deleted.

Maintaining traffic shall conform to the provisions in 7-1.02 "Load Limitations", 7-1.06 "Safety and Health Provisions", 7-1.08 "Public Convenience", 7-1.09 "Public Safety", and 12-3.04 "Portable Delineators" of the Standard Specifications, the 2006 California Manual of Uniform Traffic Control Devices (MUTCD), the Section of these contract documents entitled "Insurance-Hold Harmless", and these Special Provisions.

All existing traffic control signs and street name signs shall be maintained in visible locations as directed by the Engineer.

No detours will be provided, unless specifically allowed herein. The Contractor will be required to conduct his operations in such a manner that traffic will be permitted to pass through the work area with as little delay as possible.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control devices, shall conform to and be placed in accordance with the 2006 California Manual of Uniform Traffic Control Devices (MUTCD), the corresponding California Supplement, and subsequent modifications as adopted by the State of California Department of Transportation.

All construction signs shall be either covered or removed when not required by the nature of the work or if no present hazard to the motorist exists.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert- Southern California (USA)	1-800-422-4133 1-800-227-2600 or 811

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

No payment for extra work will be allowed for work performed as specified in Section 12-2.02 (Flagging Costs) of the Standard Specifications. Flagging costs will be borne entirely by the Contractor.

Dust control shall conform to the provision of Section 10 of the Standard Specifications except that no extra work will be allowed when the Engineer orders the application of water for the purpose of controlling dust caused by public traffic as provided for in the last paragraph of Section 10.

The Contractor shall be responsible to distribute an information letter pertaining to the planned work to all affected residences and businesses, at least one week prior to commencing work adjacent to those residences and businesses. It shall be the responsibility of the Contractor to design the information letter, obtain design approval from the Engineer, print sufficient copies, and distribute the letter. The Transportation Department logo shall be included on the letter. A computer file of the logo may be obtained from the Engineer in .WPG, .DXF, .DGN or .DWG format. The letter shall be similar to the sample provided by the Engineer, and shall include a project description, the scope of work, the anticipated construction schedule, and other information as appropriate.

The Contractor shall post temporary no parking signs on affected streets 24 hours prior to work on those streets. The temporary no parking signs shall state the anticipated dates and hours of work on those streets.

#### **2.4 Clearing And Grubbing**

Clearing and grubbing (including the trimming of trees and bushes, removal of trees/shrubs unless otherwise specified elsewhere, dirt-driveway grading for tie-in, and the installation of 6-inches irrigation sleeves for future use) shall conform to the provisions in Section 16 of the Standard Specifications.

Attention is directed to the Federal Migratory Bird Treaty Act (15 USC 703 711) 50 CFR Part 21 and 50 CFR Part 10, and the California Department of Fish and Game Code Sections 3503, 3513 and 3800, that protect migratory birds, their occupied nests, and their eggs from disturbance or destruction.

Ground disturbance, tree, shrub and/or vegetation removal that occurs between February 1 and September 1 will not commence until a preconstruction survey for nesting birds has verified that no active nests have been located or the Engineer has approved the beginning of work. If an active nest is located, construction within 500 feet of the nest must be avoided until the nest has been vacated and the young are independent of their parents.

The Contractor shall use exclusion techniques directed by the Engineer to prevent migratory birds from nesting in trees within the project limits.

If evidence of bird nesting is discovered, the Contractor shall not disturb the nesting birds or nests until the birds have naturally left the nests. If evidence of migratory bird nesting is discovered after beginning work, the Contractor shall immediately stop work within 500 feet of the nests and notify the Engineer. Work shall, not resume until the Engineer provides a

written notification that work may begin at or adjacent areas of the discovered bird nest locations.

Attention is directed to Section 8-1.05, "Temporary Suspension of Work" of the Standard Specifications.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments" of the Standard Specifications, the amount set forth for the contract item of work hereinafter listed shall be deemed to be maximum total value of said contract item of work which will be recognized for progress payment purposes:

Clearing and Grubbing - \$ 10,000.00  
Mobilization - \$ 15,000.00

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of contract" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes herein above listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

## **2.5 Roadway Excavation**

Roadway excavation shall conform to the provisions of Section 19 of the Standard Specifications and these Special Provisions.

At road connections and at limits of asphalt paving, existing pavement shall be header cut as shown on the plans or as directed by the Engineer.

Existing pavement including any base material shall be cut back to neat lines and removed as shown on the plans or as directed by the Engineer. Excess material will become the property of the Contractor and will be disposed of as provided in Section 7-1.13 of the Standard Specifications.

### **Relative Compaction**

Whenever relative compaction is specified to be determined by Test Method No. Calif. 216, the in-place density may be determined by Test Method No. Calif. 231. The in-place density required by Test Method No. Calif. 312 may be determined by Test Method No. 231. The wet weight or dry weight basis and English Units of Measurement may be used at the option of the Materials Engineer.

Roadway Excavation shall include furnishing all labor, tools and doing all the work necessary including grinding, cold plane, cold milling, sawcutting, compaction and the removal of asphalt concrete as shown on the plan and as directed by the Engineer.

Payment of Roadway Excavation shall be considered as included in the contract bid prices paid for the various items of work, and no additional compensation will be allowed therefor.

## **2.6 Finishing Roadway**

Finishing roadway shall conform to Section 22 of the Standard Specifications and these specifications.

**Shoulders:** Roadways shoulders shall be trimmed and shaped to conform to the requirements of the approved typical section. This will include grading on optimum slope to the property lines if so directed. Included in this portion of the work shall be additional clearing, grubbing, or removal of debris not previously completed by the Contractor.

Concrete curbs-and-gutters, and cross-gutters shall be broomed clean and flushed with water to insure proper operation. Any underground drainage systems or storm drain facilities shall be thoroughly flushed out to insure proper operation.

**Appurtenances:** Street name signs, barricades and warning devices shall be completed and in place.

**Monuments:** Unless otherwise approved by the Director of Transportation, all survey monuments located within the improved street area shall be in place and pavement cuts neatly patched.

**Final Cleanup:** Prior to inspection and acceptance of the completed work, all items of finish work as outline above must be completed.

**Back of Sidewalk Cut/Fill Slope:** Grading of back of sidewalk cut and fill slope shall be completed as shown on plans and as directed by the Engineer.

Full compensation for Finishing Roadway shall be considered as included in and distributed proportionately through all the contract items of work and no additional compensation will be allowed therefor.

## **2.7 Asphalt Concrete**

### **2.7.01 General:**

Asphalt concrete shall be composed of mineral aggregate and asphalt binder, mixed in a suitable central mixing plant, and placed on the roadbed in accordance with these specifications and in conformity with the lines, grades and dimensions shown on the plans and typical cross-sections. When required by the Director of Transportation, the Subdivider shall provide an asphalt concrete mix design as appropriate for the designated location, prepared under the direction of an Engineer registered in the State of California competent to perform the work.

Asphalt concrete shall be placed on the prepared subgrade or base course in one or more courses to the required thicknesses, grades and cross-sections as shown on the plans and/or specified in the Agreement. All underground utilities shall be in place prior to paving.

In advance of spreading the asphalt concrete, a prime coat of liquid asphalt or asphaltic emulsion shall be applied to the areas to be surfaced if so indicated on the plans. Prime coat shall be applied to all roadbeds to receive surfacing, which have a gradient of ten

percent or greater.

#### 2.7.02 Asphalt Concrete:

Asphalt concrete shall be Type A for roads with a TI of 8.0 or greater and Type B for all others or as determined by a special mix design and shall conform to the provisions in Section 39 or the Standard Specifications. Unless otherwise directed, the gradation of the mineral aggregate shall be one-half inch (1/2-inch) maximum for final course and three-quarter inch (3/4-inch) maximum for base course. Aggregate gradation shall be medium or coarse depending on the TI specified.

Paving asphalt shall conform to the provisions in this Section, "Asphalt." The asphalt binder to be mixed with aggregate shall conform to the provisions in "Asphalt," of these special provisions and shall be of the Performance Grade (PG) designated below or as determined by the Engineer.

- A. Grade PG 64-10 (Inland Valleys)
- B. Grade PG 64-16 (South Mountain)
- C. Grade PG 70-10 (Desert)

The amount of asphalt binder to be mixed with the mineral aggregate shall be between three percent and seven percent by weight, of the dry mineral aggregate. The exact amount of asphalt binder to be mixed with the mineral aggregate will be determined by the Contractor and submitted to the Engineer for approval or as determined by a special mix design.

Liquid asphalt for prime coat shall conform to the provisions in Section 93, "Liquid Asphalts," of the Standard Specifications and shall be Grade PG 64-10 unless otherwise specified in the Special Provisions.

Asphalt emulsion for paint binder (tack coat) shall conform to the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications for the rapid-setting or slow-setting type and shall be grade PG 64-10.

Paving asphalt for Asphalt Rubber Hot Mix (ARHM) shall be grade PG 64-16 for all regions.

Paving asphalt to be used as a binder for pavement reinforcing fabric shall conform to the provisions in "Asphalt," of these special provisions and the grade shall be Grade PG 64-10 unless otherwise specified in the Special Provisions.

#### 2.7.03 Placing Asphalt Concrete:

Asphalt concrete will not be permitted to be placed upon unstable, yielding or working subgrade.

In addition to the provisions in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to the lines and grades established in the Plans and as directed by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device shall be 30 ft (9 m). The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 ft (9 m) long. The end of the screed farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer, by a sensor activated by a similar ski device or as directed by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 3 mm tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same way it was controlled when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the provisions, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications or elsewhere in these Special Provisions, the paving operations shall be discontinued and the Contractor shall modify the equipment or methods, or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during a day's work, the Contractor may manually control the spreading equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

In lieu of the table of Section 39-6.01, asphalt concrete shall be spread and compacted in the number of layers as outlined in the table below:

Total Thickness Shown on Plans	Minimum No. of Layers	Top Layer Thickness		Next Lower Layer Thickness		All Other Lower Layer Thickness	
		Min.	Max.	Min.	Max.	Min.	Max.
0.23' or less <sup>a</sup>	1	-	-	-	-	-	-
0.24' through 0.44'	2 <sup>b</sup>	0.10'	0.21'	0.14'	0.23'	-	-
0.45' or more <sup>c</sup>	3 or more	0.10'	0.20'	0.15'	0.23'	0.20'	0.23'

Associated footnotes to this table shall be revised as follows:

a. No Change.

b. Deleted.

c. At least 4 layers shall be placed if total thickness 0.90 ft (270 mm).

In addition to the straightedge provisions in Section 39-6.03, "Compacting," of the Standard Specifications, asphalt concrete pavement shall conform to the surface tolerances specified herein.

The uppermost layer of asphalt concrete surfacing shall be profiled in the presence of the Engineer using a California Profilograph or equivalent in conformance with California Test

526 and as specified in these special provisions. The California Profilograph or equivalent will not be required for the following areas of the pavement surface but shall conform to the straightedge requirements in Section 39 6.03, "Compacting," of the Standard Specifications:

- A. Pavement with a total thickness less than 0.24 ft (75 mm).
- B. Pavement on horizontal curves with a centerline curve radius of less than 1000 ft (300m) and the pavement within the superelevation transition on those curves.
- C. Pavement placed in a single lift when required by the special provisions.
- D. Pavement with extensive grade or cross slope correction which does not receive advance leveling operations in conformance with the provisions in Section 39-6.02, "Spreading," of the Standard Specifications.
- E. Pavement for ramps and connectors with steep grades and high rates of superelevation, as determined by the Engineer.
- F. Shoulders and miscellaneous areas.

The Contractor shall conform to California Test 526, except a zero (null) blanking band shall be used for determining the Profile Index. Prior to beginning profiles, the profilograph shall be calibrated in the presence of the Engineer. Two profiles shall be obtained within each traffic lane, 3 feet (one meter) from and parallel with the edges of the lane. Pavements profiled shall conform to the following Profile Index requirements:

- A. Pavement on tangent alignment and pavement on horizontal curves having a centerline curve radius of 2000 ft (600 m) or more shall have a Profile Index of 0.16 ft (48 mm) or less for each 330 ft (100 m) section profiled.
- B. Pavement on horizontal curves having a centerline curve radius of 1000 ft (300 m) or more but less than 2000 ft (600 m), including the pavement within the superelevation transition of these curves, shall have a Profile Index of 0.32 ft (96 mm) or less for each 330 ft (100 m) section profiled.
- C. Pavement within any 330 ft (100 m) section, containing high point areas with deviations in excess of 0.025 ft (7.5 mm) in a length of 25 ft (7.5 m) or less, when tested in conformance with the requirements in California Test 526, shall be corrected by the Contractor regardless of the Profile Index.

The Contractor shall complete initial runs of the profilograph prior to opening the pavement to public traffic. Profilograph operations shall be in conformance with the lane closure requirements in Section 7, "Public Safety" of these specifications. If initial profiles cannot be made prior to opening the pavement to public traffic, the initial runs of the profilograph shall be made the next day that traffic control is permitted for the area to be profiled.

Areas of the top surface of the uppermost layer of asphalt concrete pavement that do not meet the specified surface tolerances shall be brought within tolerance by abrasive grinding. Abrasive grinding shall be performed to reduce individual deviations in excess of 0.025 ft (7.5 mm), and to reduce the Profile Index of the pavement to be within the specified tolerance. Areas which have been subjected to abrasive grinding shall receive a seal coat. Deviations in excess of 0.025 ft (7.5 mm) which cannot be brought into specified tolerance

by abrasive grinding shall be corrected by either (1) removal and replacement or (2) placing an overlay of asphalt concrete. The corrective method for each area shall be selected by the Contractor and shall be approved by the Engineer prior to beginning the corrective work. Replacement or overlay pavement not meeting the specified tolerances shall be corrected by the methods specified above. Corrective work shall be at the Contractor's expense. The Contractor shall run profilograms on the areas that have received abrasive grinding or corrective work until the final profilograms indicate the Profile Index of the area is within the specified tolerance.

When abrasive grinding is used to bring the top surface of the uppermost layer of asphalt concrete surfacing within the specified surface tolerances, additional abrasive grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel with, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within a ground area. Ground areas shall be neat rectangular areas of uniform surface appearance and shall receive a seal coat prior to acceptance of the work.

The original of the final profilograms that indicate the pavement surface is within the Profile Index specified shall become the property of the County and shall be delivered to the Engineer prior to acceptance of the contract.

#### 2.7.04 Seal Coat

A fog seal coat shall be required on all asphalt concrete surfaces. After fourteen days following placement of the asphalt surfacing the fog seal coat shall be applied at a rate of 0.05 gallon per square yard. Asphalt emulsion shall conform to Sections 37, 39, and 94 of the State Standard Specifications.

#### 2.7.05 Asphalt

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- B. Free from water.
- C. Homogeneous.

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at: <http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>.

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt.

The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

Performance grade paving asphalt shall conform to the testing requirements in the table below:

**Performance Graded Asphalt Binder**

Property	AASHTO Test Method	PG 64-10	PG 64-16	PG 70-10
Original Binder				
Flash Point, Minimum °C	T48	230	230	230
Solubility, Minimum % <sup>a</sup>	T44	99	99	99
Viscosity at 135°C, <sup>b</sup> Maximum, Pa·s	T316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	64 1.00	64 1.00	70 1.00
RTFO Test <sup>d</sup> , Mass Loss, Maximum, %	T240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T51	75	75	75
PAV <sup>e</sup> Aging, Temperature, °C	R28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*·sin(delta), kPa	T315	31 <sup>c</sup> 5000	28 <sup>c</sup> 5000	34 <sup>c</sup> 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T313	0 300 0.300	-6 300 0.300	0 300 0.300

Notes:

- a. The Engineer will waive this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- b. The Engineer will waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- c. Test the sample at 3°C higher if it fails at the specified test temperature. G\*·sin(delta) shall remain 5000 kPa maximum.
- d. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- e. "PAV" means Pressurized Aging Vessel.

The Contractor shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 2.0 ft (600 mm) and 2.5 ft (750 mm) above the platform. The Contractor shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

- A. With a diameter between 10 mm and 20 mm.
- B. Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
- C. Maintained in good condition.

The Contractor shall replace failed valves.

In the presence of the Engineer, the Contractor shall take 2 one-liter samples per operating day. The Contractor shall provide round friction top containers with one-liter capacity for storing samples.

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Section 93, "Liquid Asphalts." Paving asphalt shall be applied at a temperature between 250°F (120°C) and 375°F (190°C). The Engineer will determine the exact temperature of paving asphalt.

**2.8 Aggregate Base**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions and shall meet the gradation requirements for 3/4 inch maximum.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base" shall be modified to read:

Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious matter, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm and stable base. Aggregate may consist of broken and crushed asphalt concrete or Portland cement concrete and may contain crushed aggregate base or other rock materials. The material may contain no more than 3 percent brick by weight as determined by California Test Method 202 as modified: Brick material retained on a No.4 sieve shall be identified visually and separated manually. Brick quantification shall be based on total weight of dry sample. Also, material retained on the 4.75 mm (No.4) sieve shall contain no more than 15 percent of particles (gravel) that have no more than one fractured face.

The Quality Requirements contained in Section 26-1.02A shall be modified to read:

**QUALITY REQUIREMENTS**

Test	Contract Compliance
Resistance (R-Value)	
Virgin Rock	78 Minimum
Crushed Miscellaneous	80 Minimum
Sand Equivalent	35 Minimum
Durability Index	35 Minimum
Percentage Wear	
100 Revolutions	15 Maximum
500 Revolutions	52 Maximum

Quantities of Aggregate Base will be paid for at the contract unit price per cubic yard and in accordance with the provisions of Sections 26-1.06 and 26-1.07 of the Standard Specifications.

**2.9 Concrete Curb, Gutter, Cross-Gutter, Driveway Approach/Tie-In, Alley, Sidewalk, and Curb Ramps**

Concrete curb, gutter, cross-gutter, driveway approach/tie-in, alley, sidewalk, and curb ramps shall be constructed in accordance with the County Road Improvement Standards and Specifications, or as directed by the Engineer and in conformance with Section 51, 73 and 90 of Standard Specifications, except as herein modified:

Class 2 concrete shall be used for concrete cross-gutter and Class 3 concrete for concrete curb, gutter, driveway approach, alley, sidewalk and curb ramps.

The Contractor is hereby notified that the existing soils have a high sulfate/chloride solution content. In order to decrease the probability of these solutions penetrating the concrete, the concrete mix shall be Class 1 with Type V Portland cement with a maximum W/C ratio of 0.4. Additionally, an impermeable membrane (6-mil visqueen) shall be placed under all concrete improvements.

Preparation of subgrade for the concrete structures shall be done in conformance with the requirements of Section 73-1.02 of the Standard Specifications.

The placement of aggregate base material is required under all concrete in accordance with County Road Improvement Standards and Specifications.

Excess material resulting from the excavation of the subgrade shall be disposed of as elsewhere provided in these Special Specifications. Full compensation for the removal of existing concrete structures shall be included in the contract bid prices for such items.

The Contractor is responsible for meeting all requirements of the Americans with Disability Act (ADA).

Construction of sidewalk and curb ramps shall include, but not be limited to, the following:

- 1) Removal and disposal of existing sidewalk, curb, and/or curb and gutter and existing soil and aggregate as required;
- 2) Establishing grades, and assuring that all grades are met;
- 3) Performing all grading and compaction — including all required aggregate import, as directed by the Engineer and in accordance with County Standard 403;
- 4) Construction of new sidewalk, curb, and/or curb and gutter;
- 5) All scoring/grooving and required saw cutting;
- 6) Repair of existing asphalt and PCC surfacing;
- 7) Installing 1/2" wide expansion joints;

- 8) All landscaping, and related work, to return the area adjacent to the curb ramp to its original condition and to conform the area to the new improvements;

At a minimum, the area from the BCR to ECR shall meet all required ADA standards. Therefore, to conform to existing conditions and/or to achieve the required four-foot level area (maximum of 2.0% crossfall) at the top portion of the curb ramp, it may be necessary to extend the work beyond the BCR/ECR in certain instances.

Compensation for constructing driveway tie-ins shall be included in the price paid for the adjacent driveway approach and no additional compensation will be allowed therefore.

The area behind and along the sidewalk shall be filled and compacted with native or select material and graded to match and provide a smooth transition from the back of sidewalk, to the satisfaction of the Engineer.

Full compensation for driveway approaches shall include the installation and/or replacement of the curb, gutter and wings as necessary to complete the installation.

## **2.10 Thermoplastic Crosswalk And Pavement Marking**

Thermoplastic crosswalk and pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic - Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

At the option of the Contractor, STAMARK Brand Pavement Tape, Pliant Polymer Grade, manufactured by the 3M Company; or Cata-Tile Elastoplastic Roadmarking Tile, manufactured by the Cataphote Division of the Ferro Corporation; or STANARK Brand Pavement Tape, Bisymmetric 1.75 Grade, manufactured by the 3M Company, may be placed instead of the thermoplastic crosswalk and pavement markings specified herein. Pavement tape and roadmarking tile, if used, shall be installed in accordance with the manufacturer's specifications. If pavement tape or road marking tile is placed instead of thermoplastic crosswalk and pavement markings, the pavement tape or roadmarking tile will be measured and paid for as thermoplastic crosswalk and pavement markings.

## **2.11 Paint Traffic Stripe**

Painting traffic stripe shall conform to the provisions in Sections 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings of the Standard Specification Special Provisions.

Traffic striping shall be applied in two coats with airless equipment and shall be performed with a roadliner truck mounted striping machine. Where the configuration or location of a traffic stripe is such that the use of a roadliner truck mounted striping machine is unsuitable, traffic striping and glass spheres may be applied by other methods and equipment approved by the Engineer.

Newly painted traffic striping shall be protected from damage by public traffic or other causes until the paint is thoroughly dry. Any newly painted traffic striping which are damaged as a result of the construction, including wheel markings by public traffic and the

construction equipment, shall be repainted by the Contractor and any associated removals shall be performed as called for in these Special Provisions.

The contract price paid per linear foot for Paint Traffic Stripe (2 Coats) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting traffic stripe (regardless of the number, widths, and types of individual stripes involved in each traffic stripe) including any necessary cat tracks, dribble lines any layout work, complete in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **2.12 Pavement Markers**

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers" of the Standard Specifications and these Special Provisions.

Pavement markers shall be placed to the line established by the Engineer. All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

Pavement markers shall be installed where indicated on the plans in accordance with the indicated striping detail. Refer to Standard Plans A20-A through A20-D for striping and markings details.

Markers and adhesive removal shall be performed by a method approved by the Engineer. Any pavement scarring resulting from the markers removal shall be repaired to the satisfaction of the Engineer.

Payment for furnishing and placing Pavement Markers shall be considered as included in the contract bid prices paid for the various items of striping work, and no additional compensation will be allowed therefor.

### **2.13 Roadside Signs (Install/Relocate)**

Roadside signs (install/relocate) shall conform to the provisions in Section 56-2, "Roadside Signs" of the Standard Specifications, and in accordance with Standard Plans RS2 and as directed by the Engineer.

Roadside signs shall be installed at the locations shown on the construction plans or where directed by the Engineer.

Roadside signs furnished by the Contractor shall be of the standard size specified in the State of California Department of Transportation Sign Specification Sheets, unless otherwise indicated on the construction plans.

Sheeting shall be guaranteed against defects for a period of ten years from the-date of fabrication.

The base metal shall be new aluminum, 0.08 gauge, of alloys 6061- T6 or 5052-H38 conforming to the requirements of ASTM Designation B209.

Any reflective sheeting supplied as a part of this contract, whether as a legend or background, shall be FHWA FP-85 Type IIA or AASHTO M268 Type III.

Reflective sheeting shall be applied to the sign by a method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and aluminum backing.

The reflective material and screening inks or overlay film shall be graffiti proof. The graffiti proofing method shall be supplied by and/or approved by the sheeting manufacturer. Neither the color nor the reflective intensity of the finished sign shall be significantly diminished by the use of graffiti remover when used in a manner approved by the Transportation Department in conjunction with the sheeting manufacturer. Any signs graffitied by over the counter spray paint or marking pens, which fail to be restored, shall be replaced by the sign sheeting manufacturer.

All letters and numerals shall be in accordance with the "Standard Alphabet of Highway Signs" as used by the State of California, Department of Transportation.

All signs shall be installed using hex head bolts, washers, nuts and jam nuts in accordance with Standard Plans RS2 or as directed by the Engineer.

## **2.14 Lighting**

The street lighting system shall be constructed in accordance with the current edition of the National Electric Code, the standards and specifications of the Imperial Irrigation District, the electrical plans as prepared by the Imperial Irrigation District, which are included in the plan set issued to plan holders, and as directed by the Engineer.

The standards and specifications of the Imperial Irrigation District, entitled "Developer Energy Planning Guide" and "Electrical Service and Metering Equipment Guide" will be posted on the County of Riverside Transportation Department's public works bidding website: [http://www.tlma.co-riverside.ca.us/trans/con\\_bid\\_advertisements.html](http://www.tlma.co-riverside.ca.us/trans/con_bid_advertisements.html)) during the bid period.

These documents, and additional information are also available at the Imperial Irrigation District's website, <http://iid.com/Energy/NewConstruction>. The contractor shall provide necessary coordination with the Imperial Irrigation District for all work associated with the street lighting system.

The Contractor shall furnish and install all conduits, conductors, trenching, trench backfill, street lighting foundations, transformer foundations, conduit and pull ropes between transformer pads and power poles, including sweeps and 10 feet of riser conduit, street light standards, bulbs, and luminaries, and shall perform all other work and furnish all other materials required for the installation of the street lighting system, complete and in-place, except for the specific tasks that will be performed by the Imperial Irrigation District, as listed below.

The Imperial Irrigation District, as owner of the electrical system, will furnish and install

transformers, furnish and connect conductors between transformers and primary electric conductors, install risers on power poles, and will make final connections of street lighting conductors to transformers. Imperial Irrigation District will remove existing street lights after installation, and energization of the new street lighting system.

## **2.15 Obstructions**

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

Existing utility and privately owned facilities shall be protected in accordance with Section 7-1.11, "Preservation of Property" and these Special Provisions. The Contractor is also responsible to protect those facilities that are to be relocated by others prior to or during construction, and shall protect those facilities in both their existing and their ultimate locations. The Contractor shall cooperate with owners and their Contractors of utility and privately owned facilities, for the relocation of said facilities, in accordance with Section 7-1.14, "Cooperation" of the Standard Specifications.

All water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances shall be protected in place.

The existing water meters, water boxes, gas meters, and fire hydrants behind the proposed back of sidewalk shall be protected in place unless otherwise directed by the Engineer. Contractor will be required to make adjustments of the existing water meter boxes which are not in the plane of final grade. Adjustment of water meter boxes which exist within 4 inches of the final grade will be considered as minor adjustment. The work of adjusting meter boxes to grade shall be done without interruption of water service. Payment for adjustment other than minor adjustment of meter boxes to grade shall be paid for Each.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipe lines greater than 6 inches in diameter or pipe lines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts. The Contractor shall notify the Engineer at least twenty-four hours prior to performing any work in the vicinity of such facilities.

Attention is directed to the requirements of Government Code Sections 4216-4216.9 pertaining to existing utility facilities.

The Contractor shall assume that every house, building and lot within the project limits has utility service pipes and conductors (laterals), and that utility main and trunk facilities exist within the project limits. The Contractor shall determine if it is warranted to determine the exact location of these utility service laterals and existing main lines, unless directed by the Engineer to pot-hole at specific locations, or as otherwise required herein. The Contractor

will not be directly reimbursed for determining the exact location of the utility main lines or services laterals but shall include any compensation for this work in the contract price paid for the various items of work. Any damage to existing main lines or service laterals for which pot-holing was not performed shall be considered damage due to not using reasonable care and the damage shall be repaired at the Contractor's expense.

The Contractor shall conduct his operations with the assumption that underground utility facilities exist within the project limits. The Contractor shall exercise caution and best construction practices for safety and for protection of underground facilities. The approximate locations of underground utility facilities, as shown on the plans, are based on information provided by the respective owners, listed below. The Contractor shall also utilize the markings of the regional notification center (Underground Service Alert), and above-ground utility appurtenances to determine the existence and approximate location of underground utilities.

No excavation shall be made within 4 feet of any underground utilities, as shown on the plans and/or marked by Underground Service Alert, unless and until such utilities have been positively located as to horizontal and vertical position. This requirement applies to all underground electric, natural gas, toxic or flammable gas, chlorine, oxygen or petroleum facilities.

Forty-eight hours prior to beginning construction, the Contractor shall notify the following agencies:

Underground Service Alert	800-227-2600
Coachella Valley Water District	760-398-2651
Imperial Irrigation District	760-398-5825
Southern California Gas Company	909-335-7561
Time Warner Cable	909-975-3402
Verizon Communications	951-925-5319

Full compensation for all costs, including labor, equipment, materials and incidentals, required to comply with the requirements of this section above, including protection of water valves and covers, gas valves and covers, sewer manholes, survey monuments, survey markers and any other utility appurtenances, and minor adjustment of water meter boxes shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

### **Adjustments to Grade for Obstructions**

The Contractor shall adjust to finish grade any valve covers encountered within the project limits, as required, for those utility valves that are provided with slip cans and are adjustable without the replacement of parts or the removal of concrete collars. In cases where the owning utility company insists upon upgrades in the standards, or when additional parts or the removal of concrete collars are required for the adjustment, said adjustment will be the responsibility of the owning utility company. Communication and coordination with the owning utility company shall be the responsibility of the contractor.

For public safety, traffic shall not be allowed on temporary or permanent pavement until all manholes are either adjusted to grade or otherwise protected, as approved by the Engineer.

The Contractor shall adjust to grade manholes and valves when and as necessary for the protection of the traveling public during construction, and shall coordinate all work on said facilities with the owning utility companies. This requirement is intended for traffic that is to be allowed on temporary surfaces during the course of construction. Final adjustment to grade will be the responsibility of the owning utility company, except as provided herein.

Said work shall be performed in accordance with Section 15-2.05A, "Frames, Covers, Grates, and Manholes" of the Standard Specifications. Full compensation for adjustment of valve covers, including initial lowering of valves and manholes when required, shall be considered as included in the contract price paid for asphalt concrete. Communication and coordination with the owning utility company shall be the responsibility of the contractor.

Unless otherwise provided herein, the owning utility companies will not lower their surface utilities (manholes and valve covers) for the convenience of the Contractor's grading, grinding and/or paving operations. Surface facilities shall be protected in-place. However, if the Contractor desires to lower such surface facilities for his convenience to facilitate construction, the following shall apply:

1. Contractor shall coordinate all work with the utility owner.
2. Contractor shall be responsible for all costs and shall be responsible for any damage to the owner's facilities.
3. Contractor shall, after removing grade rings and covers, arrange for pickup by, or delivery to, the owner's yard. Any and all concrete collars removed by the Contractor shall become the property of the Contractor, and shall be disposed of as specified elsewhere in these special provisions.
4. The Contractor is advised that he is responsible for ensuring that construction materials do not enter the utility owner's facilities. The Contractor shall install a traffic bearing steel plate for this purpose. It is recommended that the Contractor request the utility owner to provide such steel plates.
5. The Contractor shall notify the utility owner, upon completion of the Contractor's work, when the utility owner may move in to make the final adjustments to grade.

Full compensation for initial lowering of surface utilities facilities shall be considered as included in the contract price paid for asphalt concrete, or applicable items of work in the event that there is no asphalt concrete bid item, and no additional compensation will be allowed therefor.

## **2.16 Force Account**

### General

#### 1.1 Description of Work

The work to be performed in accordance with this section includes additional work that is outside the general scope of the proposed project. The work to be performed shall be specifically requested in writing by the OWNER or the ENGINEER. As the project is completed, it is anticipated that the OWNER may request additional work to be performed

that currently is not a part of this Contract and it is the intent that the requested work shall be performed in accordance with this section.

## Materials

### 2.1 General

Any materials utilized under this Section shall conform specifically to the appropriate Materials Section of the Standard Specifications and Special Provisions unless the OWNER specifically requests in writing a deviation from the Specifications. If the materials are not covered by an appropriate Specification of this document, then the OWNER will provide a written specification for the materials requested.

## Execution

### 3.1 Workmanship

Furnish all materials, equipment and labor required to complete the work. All workmanship shall meet or exceed the applicable section(s) of the Standard Specifications and Special Provisions included in the contract documents or any supplemental specifications that may be provided. Perform work in accordance with the contract documents and Plans or in accordance with any supplemental plans that may be provided by the OWNER.

## Measurement and Payment

### 4.1 Measurement

The method of measurement shall be in accordance with the applicable section(s) of the Standard Specifications and Special Provisions or as included in specific written instructions from the OWNER or the ENGINEER.

### 4.2 Payment

Payment for work performed under this section shall be made for those items specifically requested in writing by the OWNER. The value of any work performed in this Section shall be determined by one or more of the following methods in the order of precedence listed below.

- a. Unit prices previously approved.
- b. An agreed lump sum.
- c. The actual cost for labor, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

The amount specified for Force Account in the Bid Schedule is an estimate that is provided so each potential bidder has an equal opportunity in the bidding. The amount does not in any way represent what work, if any, may be requested or the quantity or value of the work. The **CONTRACTOR** shall only be compensated for the actual work requested and performed. A final Change Order will be issued to reflect the amount of work actually completed to adjust the final contract amount.

## **3.0 Bid Item Descriptions**

It shall be understood that bid item descriptions shall be constructed as shown on the Plans and/or specified by these Specifications. Payment will be made at the contract bid price for work complete in place and shall be the full compensation for furnishing all labor, materials,

tools, equipment that is necessary to perform and complete the bid item work and all incidental appurtenant work as shown on the plans, as specified in the Specifications and as directed by the Engineer. The bid item descriptions shall not be considered specifications on how the work is to be performed.

### **Bid Item 1 - Mobilization**

The contractor mobilization shall conform to the provisions in Section 11 "Mobilization" of the State Standard Specifications and Special Provisions 2.1.

Mobilization shall be measured and paid for on a Lump Sum basis as shown on the Bid Schedule.

### **Bid Item 2 – Water Pollution Control**

Water Pollution Control shall conform to the Section 7 "Water Pollution" of the State Standard Specifications and section 2.2 of the Special Provisions.

Payment for implementing erosion control measures will be paid for on a lump sum basis for Water Pollution Control and shall include full compensation for the work performed, including developing, preparing, obtaining approval of, revising and amending the SWPPP, and installing, constructing, maintaining, removing and disposing of BMPs as shown in the SWPPP, as specified in the Caltrans Handbooks and Sample Contractor's Water Quality SAPs, General Permit and these Special Provisions, and as directed by the Engineer.

### **Bid Item 3 – Traffic Control System**

Traffic Control System shall conform to the Section 7 and Section 12 of the State Standard Specifications and section 2.3 of the Special Provisions.

Full compensation, except as otherwise provided herein, for conforming to the requirements of this specifications, including furnishing, installing and maintaining all traffic control devices shown on the construction staging and traffic control plans, including construction area signs, channelizers, portable changeable message signs, temporary pavement markers, temporary traffic stripes, shall be considered as included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

### **Bid Item 4 - Clearing and Grubbing (Including Trimming of Trees and Bushes)**

The contractor shall provide clearing and grubbing including trimming of trees and bushes and shall conform to the provisions in Section 16 of the State Standard Specifications and Special Provisions 2.4.

Trimming of trees and bushes shall be at the direction and satisfaction of the Engineer or his appointed designee.

Full compensation, except as otherwise provided herein, for conforming to the requirements of this specifications shall be paid for on a lump sum basis and no additional compensation will be allowed therefor.

**Bid Item 5 - Minor Concrete (Curb and Gutter) Type A-6**

The contractor shall construct minor concrete curb and gutter type A-6 and shall conform to the provisions in Section 73 of the State Standard Specifications and Special Provision 2.9.

Base material for Curb and Gutter construction is included in this bid item.

The Contract unit price paid per Linear Foot for Minor Concrete (Curb and Gutter) Type A-6 as shown on Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 6 - Asphalt Concrete Type A**

The contractor shall construct asphalt concrete type A and shall conform to the provisions in Section 39 of the State Standard Specifications and Special Provisions 2.7.

The Contract unit price paid per Ton for Asphalt Concrete Type A as shown on the Bid Schedule shall include full compensation or furnishing all labor, materials, tools, equipment, and doing all work involved in asphalt concrete type A including surface preparation, distributing, spreading and rolling as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 7 - Class 2 Aggregate Base**

The contractor shall construct class 2 aggregate base and shall conform to the provisions in Section 26 of the State Standard Specifications and Special Provision 2.8.

The Contract unit price paid per Cubic Yard for Class 2 Aggregate Base as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in class 2 aggregate base including subgrade preparation, depositing, spreading and compaction as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 8 - Asphalt Concrete Pavement Overlay (.17' Depth Minimum.)**

The contractor shall provide asphalt concrete pavement overlay and shall conform to the provisions of Section 302-1, entitled "Cold Milling Existing Pavement," of the Standard Specifications for Public Works Construction.

The Contract unit price paid per Square Yard for Asphalt Concrete Pavement Overlay (.17' Depth minimum) as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in asphalt concrete overlay including surfacing and disposing of milled material, asphalt concrete pavement overlay at the locations shown on plans, as specified in the

Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 9 - Construct 50' Header Grind**

The contractor shall provide a 50' header grind and shall conform to the provisions of Section 302-1, entitled "Cold Milling Existing Pavement," of the Standard Specifications for Public Works Construction.

The Contract unit price paid per Square Foot for Construct 50' Header Grind as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construct 50' header grind including surfacing and disposing of milled material, asphalt concrete pavement overlay at the locations shown on plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 10 - Minor Concrete Sidewalk (Construct 6" Thick Sidewalk)**

The contractor shall construct minor concrete sidewalk and shall conform to the provisions in Section 73 of the State Standard Specifications and Special Provisions 2.9. Base material for Sidewalk construction is included in this bid item.

The Contract unit price paid per Cubic Yard for Minor Concrete Sidewalk (Construct 6" Thick Sidewalk) as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 11 - Minor Concrete (Curb Ramp) (CRS 403) (Case A)**

The contractor shall construct minor concrete curb ramp per County of Riverside Standard Drawing 403, Case A and shall conform to the provisions in Section 73 of the State Standard Specifications, Riverside County Ordinance 461 Road Improvement Specifications, and Special Provisions 2.9.

Base material for Curb Ramp construction is included in this bid item.

The Contract unit price paid per Each for Minor Concrete (Curb Ramp) (CRS 403) (Case A) as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 12 - Minor Concrete (Curb Ramp) (CRS 403) (Case B)**

The contractor shall construct minor concrete curb ramp per County of Riverside Standard Drawing 403, Case B and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 Specifications, and Special Provisions 2.9.

Base material for Curb Ramp construction is included in this bid item.

The Contract unit price paid per Each for Minor Concrete (Curb Ramp) (CRS 403) (Case B) as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 13 - Minor Concrete (Curb Ramp) (CRS 403) (Case C)**

The contractor shall construct minor concrete curb ramp per County of Riverside Standard Drawing 403, Case C and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 Specifications, and Special Provisions 2.9.

Base material for Curb Ramp construction is included in this bid item.

The Contract unit price paid per Each for Minor Concrete (Curb Ramp) (CRS 403) (Case C) as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 14 - Minor Concrete (Driveway Approach) (CRS 207)**

The contractor shall construct minor concrete (driveway approach) per County of Riverside Standard Drawing (CRS) 207 Residential Driveway with Sidewalk at Curb, and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461, County Roadway Improvement Standards and Specifications, and Special Provisions section 2.9.

Base material and 6 mil plastic sheeting for Driveway Approach construction shall be included in this bid item.

The width (W) of the Driveway Approach as shown on the plans shall be measured in a horizontal plane along the length of the 1" curb face minus 4 feet.

Included in this bid item are all the tools, equipment, materials and work necessary to construct, in place, a tie-in of the existing driveway to join the newly constructed driveway approach. The driveway tie-in shall be the same width (W) as the adjacent driveway approach and shall extend from the back of the new driveway approach, at a grade of 12 per cent (maximum), the necessary distance to join the existing driveway. The driveway tie-in shall be constructed of the same material as that of the existing driveway. PCC driveway tie-in shall be a minimum of 5 inches thick and considered as minor concrete work and AC driveway tie-in shall be a minimum of 3 inches thick and considered as minor AC pavement work. The driveway tie-in for existing driveways which are other than PCC or AC shall be constructed of compacted crushed aggregate base a minimum of 6 inches thick.

The Contract unit price paid per Each for Minor Concrete (Driveway Approach) (CRS 207) shall be as shown on the Bid Schedule and shall include full compensation for furnishing all

labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 15 - Minor Concrete (Driveway Approach) (CRS 213)**

The contractor shall construct minor concrete (driveway approach) per County of Riverside Standard Drawing (CRS) 213 and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 County Roadway Improvement Standards and Specifications, and Special Provisions section 2.9.

Base material and 6 mil plastic sheeting for Driveway Approach construction shall be included in this bid item.

The width (W) of the Driveway Approach as shown on the plans shall be measured in a horizontal plane along the length of the 1" curb face minus 4 feet.

Included in this bid item are all the tools, equipment, materials and work necessary to construct, in place, a tie-in of the existing driveway to join the newly constructed driveway approach. The driveway tie-in shall be the same width (W) as the adjacent driveway approach and shall extend from the back of the new driveway approach, at a grade of 12 per cent (maximum), the necessary distance to join the existing driveway. The driveway tie-in shall be constructed of the same material as that of the existing driveway. PCC driveway tie-in shall be a minimum of 5 inches thick and considered as minor concrete work and AC driveway tie-in shall be a minimum of 3 inches thick and considered as minor AC pavement work. The driveway tie-in for existing driveways which are other than PCC or AC shall be constructed of compacted crushed aggregate base a minimum of 6 inches thick.

The Contract unit price paid per Each for Minor Concrete (Driveway Approach) (CRS 213) shall be as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 16 - Minor Concrete (Alley Apron) (CRS 500)**

The contractor shall construct minor concrete (Alley Apron) per County of Riverside Standard Drawing (CRS) 500 and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 County Roadway Improvement Standards and Specifications, and Special Provisions 2.9.

Base material and 6 mil plastic sheeting for Alley Apron construction shall be included in this bid item.

The Contract unit price paid per Each for Minor Concrete (Alley Apron) (CRS 500) shall be as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in minor concrete alley apron including alley tie-in as the locations shown on plans and finishing driveway, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 17 - Minor Concrete (Cross Gutter) (CRS 209)**

The contractor shall construct minor concrete cross gutter per County of Riverside Standard Drawing 209 and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 Specifications, and Special Provisions 2.9.

Base material for Cross Gutter construction is included in this bid item.

The Contract unit price paid per Square Foot for Minor Concrete (Cross Gutter) (CRS 209) as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 18 - Modify Curb Ramp and Install Detectable Warning Surface**

The contractor shall modify curb ramp and install detectable warning surface per County of Riverside Standard Drawing 403, and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 Specifications, and Special Provisions 2.9.

The Contract unit price paid per Each to Modify Curb Ramp and Install Detectable Warning Surface as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 19 - Modify Median and Install Detectable Warning Surface**

The contractor shall modify median and install detectable warning surface per County of Riverside Standard Drawing 403, and shall conform to the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461 Specifications, and Special Provisions 2.9.

The Contract unit price paid per Each to Modify Median and Install Detectable Warning Surface as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 20 - Adjust Sewer and Utility Manhole to Final Grade**

The contractor shall adjust sewer and utility manhole to final grade and shall conform to the provisions in Section 15 of the State Standard Specifications, and Special Provisions 2.15.

The Contract unit price paid per Each to Adjust Sewer and Utility Manhole to Final Grade as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the

Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 21 – Adjust Vault/Valve/Meter/Pedestal/Fire Hydrant to Final Grade**

The contractor shall adjust vault, valve, meter, pedestal, fire hydrant to final grade and shall conform to the provisions in Section 15 of the State Standard Specifications and, Special Provisions 2.15.

The Contract unit price paid per Each to Adjust Vault, Valve, Meter, Pedestal, Fire Hydrant to Final Grade as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 22 - Reset Existing Barb Wire Fence and Post**

The contractor shall reset existing barb wire fence and shall conform to the provisions in Section 80 of the State Standard Specifications and these Special Provisions.

The Contractor shall reset the existing barb wire fence and post after rough grading has ended. The Contractor shall coordinate work prior to final fence placement with the Engineer and adjacent property owner.

The Contract unit price paid per Linear Foot to Reset Existing Barb Wire Fence and Post as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 23 - Restore Existing Landscaping**

The contractor shall restore existing landscaping and shall conform to the provisions in Section 308 of the Standard Specifications for Public Work Construction, and these Special Provisions.

The Contractor shall restore existing trees, shrub planting, and decorative rocks. The restoration work will be coordinated with the Engineer and the adjacent property owners.

The Contract unit price paid per Linear Foot to Restore Existing Landscaping as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 24 - Replace Existing Chain Link Fence in Kind**

The contractor shall replace existing chain link fence in kind at the locations shown on plan and shall conform to the provisions in Section 80-4 of the State Standard Specifications.

The Contract unit price paid per Linear Foot to Replace Existing Chain Link Fence in Kind at the locations shown on the plan and on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary to replace existing chain link fence in kind as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 25 - Relocate and/or Modify Existing Mail Box**

The Contractor will be responsible for the relocation and/or modification of the existing mail boxes as shown on the plans or at the direction of the Engineer or his appointed designee. It is the responsibility of the Contractor to temporary relocate mail boxes for the convenience of construction operations, but shall remain upright, visible, and readily accessible by residents and postal carriers at all times during construction operations to ensure continuous mail delivery. Mail boxes shall not be located in the roadway at any time.

The method used by the Contractor for the temporary relocation and/or modification of existing mail boxes shall be approved by the Engineer. Existing mail boxes shown on the Plans to be removed shall not be removed prior to the installation of new mail boxes. Any existing or new mail boxes that are damaged, lost, or stolen during construction operations shall be repaired or replaced at the Contractor's expense.

The Contract unit price paid per Each to Relocate and/or Modify Existing Mail Box as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 26 - Relocate Vault/Valve/Pedestal**

The contractor shall relocate vault, valve, pedestal and shall conform to the provisions in Section 15 of the State Standard Specifications, and these Special Provisions.

The relocation of vault, valves, meters, pedestals shall be at the direction and satisfaction of the Engineer or his appointed designee. Any additional expenses incurred through error, accident or failure of relocating said existing items shall be paid by the contractor at their own expense.

The Contract unit price paid per Each to Relocate Vault, Valve, Pedestal as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 27 - Relocate Existing Sign Structure**

The contractor shall relocate existing sign structure and shall conform to the provisions in Section 56 of the State Standard Specifications, and these Special Provisions.

The Contractor will coordinate with the Engineer and the property owner prior to final placement of the relocated sign structure. The relocated sign structure shall include all appurtenant lighting equipment and shall include a new foundation. Any additional expenses incurred through error, accident or failure of relocating said existing items shall be paid by the contractor at their own expense.

The Contract unit price paid per Each to Relocate Existing Sign Structure as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 28 - Remove Existing Curb and Gutter**

The Contractor will be responsible for the removal of the existing curb and gutter as shown on the plans or at the direction of the Engineer or his appointed designee. It is the responsibility of the Contractor to see that any and all existing utilities are protected during the removal process. Any additional expenses incurred through error, accident or failure to protect said existing items as previously noted shall be restored and/or replaced by the contractor at their own expense. The removed curb and gutter will become the property of the contractor and shall be disposed off from the project site.

The Contract unit price paid per Linear Foot to Remove Existing Curb and Gutter as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 29 - Remove Existing Sidewalk**

The Contractor will be responsible for the removal of the existing sidewalk as shown on the plans or at the direction of the Engineer or his appointed designee. It is the responsibility of the Contractor to see that any and all existing utilities are protected during the removal process. Any additional expenses incurred through error, accident or failure to protect said existing items as previously noted shall be restored and/or replaced by the contractor at their own expense. The removed sidewalk will become the property of the contractor and shall be disposed off from the project site.

The Contract unit price paid per Square Foot to Remove Existing Sidewalk as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 30 - Remove Existing Concrete Block Wall**

The Contractor will be responsible for the removal of the existing concrete block wall as shown on the plans or at the direction of the Engineer or his appointed designee. It is the responsibility of the Contractor to see that any and all existing utilities are protected during the removal process. Any additional expenses incurred through error, accident or failure to

protect said existing items as previously noted shall be restored and/or replaced by the contractor at their own expense. The removed concrete block wall will become the property of the contractor and shall be disposed off from the project site.

The Contract unit price paid per Linear Foot to Remove Existing Concrete Block Wall as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

### **Bid Item 31 - Remove Existing Trees**

The Contractor will be responsible for the removal of existing trees and stumps to 18" below surface as shown on the plans or at the direction of the Engineer or his appointed designee.

It is the responsibility of the Contractor to see that any and all existing utilities are protected during the removal process. Any additional expenses incurred through error, accident or failure to protect said existing items as previously noted shall be restored and/or replaced by the contractor at their own expense. The removed trees will become the property of the contractor and shall be disposed off from the project site.

The Contract unit price paid per Each to Remove Existing Trees as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

### **Bid Item 32 – Paint 8" Traffic Stripe**

The contractor shall install an 8" traffic stripe and shall conform to the provisions in Section 84 of the State Standard Specifications, and Special Provisions 2.11.

The Contract unit price paid per Linear Foot for 8" Traffic Stripe as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

### **Bid Item 33 – Paint 4" Traffic Stripe**

The contractor shall install a 4" traffic stripe and shall conform to the provisions in Section 84 of the State Standard Specifications, and Special Provisions 2.11.

The Contract unit price paid per Linear Foot for 4" Traffic Stripe as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

**Bid Item 34 - Thermoplastic Crosswalk and Pavement Markings**

The contractor shall install thermoplastic crosswalk and pavement markings and shall conform to the provisions in Section 84 of the State Standard Specifications, and Special Provisions 2.10.

The Contract unit price paid per Square Foot for Thermoplastic Crosswalk and Pavement Markings as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

**Bid Item 35 - Paint 4" Traffic Stripe (Double Yellow) with RPM's**

The contractor shall install a 4" traffic stripe with retroreflective pavement markers and shall conform to the provisions in Section 84 and Section 85 of the State Standard Specifications, and Special Provisions 2.11.

The Contract unit price paid per Linear Foot for 4" Traffic Stripe (Double Yellow) with RPM's as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

**Bid Item 36 – Paint Red Curb**

Paint Red Curb shall conform to the provisions in Section 84 of the State Standard Specifications, and Special Provisions 2.11.

The Contract unit price paid per Linear Foot to Paint Red Curb as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

**Bid Item 37 - Install Roadside Sign**

The contractor shall install roadside sign and shall conform to the provisions in Section 56 of the State Standard Specifications, and Special Provisions 2.13.

The Contract unit price paid per Each to Install Roadside Sign as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

### **Bid Item 38 - Relocate Roadside Sign**

The contractor shall install roadside sign and shall conform to the provisions in Section 56 of the State Standard Specifications, and Special Provisions 2.13.

The Contract unit price paid per Each to Relocate Roadside Sign shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

### **Bid Item 39 - Remove and Salvage Roadway Sign**

The Contractor will be responsible to remove and salvage existing roadway sign as shown on the plans or at the direction of the Engineer or his appointed designee. It is the responsibility of the Contractor to see that any and all existing utilities are protected during the removal process. Any additional expenses incurred through error, accident or failure to protect said existing items as previously noted shall be restored and/or replaced by the contractor at their own expense.

The Contract unit price paid per Each to Remove and Salvage Roadway Sign as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee and no additional compensation will be allowed therefor.

### **Bid Item 40 - Lighting**

The street lighting system shall be constructed in accordance with Special Provisions Section 2.14 and the current edition of the National Electric Code, Imperial Irrigation District Developers Planning Guide, the electrical plans as prepared by the Imperial Irrigation District, which are included in the plan set issued to plan holders, and as directed by the Engineer.

The contractor shall install 100 watt or 200 watt high pressure sodium type street light as shown on plans per County of Riverside Standard Drawing 1000 and Standard Drawing 1001, and shall conform to the provisions in Section 86 of the State Standard Specifications and Riverside County Ordinance 461 Specifications section 22.

Full compensation for the installation of the Street Lighting System shall be considered as included in the Lump Sum price paid for Lighting, including all labor, materials, equipment, personnel and incidentals, and including all necessary coordination with the Imperial Irrigation District.

### **Bid Item 41 – Remove 6” Dia. Abandoned Water Pipe**

The contractor shall remove the 6” dia. abandoned water pipe and shall conform to the provisions in Section 19 of the State Standard Specifications and these Special Provisions.

The Contractor will remove the existing 6" diameter abandoned water pipe which is 5 feet under ground on Main Street between Church Street and Date Street. The Contractor shall provide a trench to safely remove the existing underground abandoned water pipe. The Contractor shall backfill and compact the excavated area once the pipe is removed to the satisfaction of the Engineer. The Contractor shall coordinate with CVWD utility agency and the field Engineer prior to commencement of work.

The Contract unit price paid per Linear Foot to Remove 6" Dia. Abandoned Water Pipe as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in abandon water pipe including excavation and compacting the material complete in place as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 42 - Miscellaneous Directed Work**

Miscellaneous directed work shall consist of necessary work that is not included in other contract bid items, as determined by the Engineer. Miscellaneous directed work shall be performed as directed by the Engineer and in accordance with the applicable standards and specifications. Payment for implementing miscellaneous directed work and if necessary to obtain utility agency permits will be paid for on a force account basis, in accordance with Section 9-1.03 of the Standard Specifications, and section 2.16 of the Special Provisions, up to the fixed bid price, for the work performed.



OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

May 25, 2011

THE DESERT SUN  
ATTN: LEGALS  
PO BOX 2734  
PALM SPRINGS, CA 92263

FAX (760) 778-4731  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE INVITING BIDS: THERMAL STREET IMPROVEMENT PROJECT**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**  
**Saturdays: May 28 and June 4, 2011.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office in duplicate, WITH TWO CLIPPINGS OF THE PUBLICATION.

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Mcgil*

Cecilia Gil, Board Assistant to  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

---

**From:** Moeller, Charlene <CMOELLER@palmspri.gannett.com>  
**Sent:** Wednesday, May 25, 2011 2:32 PM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Thermal Street Improvement Project

Ad received and will publish on date(s) requested.

### **Charlene Moeller** | Media Sales Legal Notice Coordinator

The Desert Sun Media Group

750 N. Gene Autry Trail, Palm Springs, CA 92262

t 760.778.4578 | f 760.778.4731

[legals@thedesertsun.com](mailto:legals@thedesertsun.com) | [dpwlegals@thedesertsun.com](mailto:dpwlegals@thedesertsun.com)

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---

**From:** Gil, Cecilia [mailto:CCGIL@rcbos.org]  
**Sent:** Wednesday, May 25, 2011 2:29 PM  
**To:** tds-legals  
**Subject:** FOR PUBLICATION: Thermal Street Improvement Project

Here it is!! Notice Inviting Bids, for publication on 2 Saturdays: May 28 and June 4, 2011. Please confirm. THANK YOU!

### *Cecilia Gil*

Board Assistant to the

Clerk of the Board of Supervisors

951-955-8464

**THE COUNTY ADMINISTRATIVE CENTER IS CLOSED EVERY FRIDAY UNTIL FURTHER NOTICE.**  
**PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING.**

## **NOTICE INVITING BIDS**

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the improvement of:

### **Thermal Town Street Improvement Project in Thermal Area of Riverside County**

**Proposals shall be delivered to the Clerk of the Board of Supervisors, County of Riverside, 4080 Lemon Street, 1st Floor, Riverside, CA 92501, not later than 2 p.m., Wednesday, June 22, 2011, to be promptly opened in public at said address.**

**A mandatory pre-bid meeting is scheduled for 1:00 p.m., Thursday, June 9, 2011 at the Rummonds Center located at 87-229 Church Street, Thermal, CA 92274. Nearest cross street to location is Olive Street.**

The general items of work to be done hereunder consist of reconstruction and widening of roadway with curb & gutter and sidewalk, AC overlay, construction of driveway, and miscellaneous roadway appurtenances.

Each proposal shall be in accordance with Plans, Specifications and other Contract Documents dated May 2011 and prepared by KOA Corporation. The bid package may be obtained from PLANIT Reprographics, 77738 Flora Road, Palm Desert, CA 92211, phone 760-345-2500 or electronic mail: [planwell@PLANITreprographics.com](mailto:planwell@PLANITreprographics.com)

Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employee payments or health and welfare, pension, vacation and similar purposes, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

To be considered, a potential bidder must have a Class A license, as required under provisions of the Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.

For further information, contact Mr. Joaquin Tijerina at Redevelopment Agency for the County of Riverside, whose telephone number is (760) 863-2552.

Dated: May 25, 2011

KECIA HARPER-IHEM  
Clerk of the Board  
By: Cecilia Gil, Board Assistant

# The Desert Sun

mydesert.com

750 N. Gene Autry Trail  
Palm Springs, CA 92262  
Billing Inquiries: (866) 875-0854  
Main Office: (760) 322-8889

## ADVERTISING INVOICE/STATEMENT

Make Checks payable to DESERT SUN PUBLISHING CO.  
P.O. Box 677368 Dallas, TX 75267-7368  
A finance charge of 1.5% per month (18% Annually) will be added to balances not paid by the 20th.

RIV06900000000000000000000040747940070144810821

92

RIVERSIDE COUNTY-BOARD OF SUP.  
PO BOX 1147  
RIVERSIDE CA 92502-1147

Customer No.	Invoice No.
RIV069	0004074794
For the Period	Thru
05/30/11	06/26/11
<b>Due Date</b>	<b>Amount Due</b>
07/15/11	7,014.48
<b>AMOUNT PAID</b>	

PLEASE RETURN THIS TOP SECTION WITH PAYMENT IN THE ENCLOSED ENVELOPE AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Date	EDT	Class	Description	Times Run	Col	Depth	Total Size	Rate	Amount
0530			BALANCE FORWARD						6,259.36
0617			PAYMENT - THANK YOU						3,134.86-
0528	CLS	0001	CECILIA NO 1827 NOTICE I	4	2	63.00	504.00		215.16
0603	CLS	0001	CECILIA NO 1882 BOARD OF	2	2	120.00	480.00		215.20
0605	CLS	0001	CECILIA NO 1921 NOTICE O	4	2	158.00	1264.00		540.56
0611	CLS	0001	CECILIA NO 2004 NOTICE O	4	2	105.00	840.00		364.60
0615	CLS	0001	CECILIA NO 2018 NOTICE	10	2	47.00	940.00		406.10
0617	CLS	0001	CECILIA NO 2066 BOARD OF	2	2	183.00	732.00		319.78
0617	CLS	0001	CECILIA NO 2067 BOARD OF	2	2	715.00	2860.00		1,202.90
0617	CLS	0001	CECILIA NO 2065 NOTICE O	2	2	87.00	348.00		160.42
0622	CLS	0001	CECILIA NO 2110 BOARD OF	2	2	157.00	628.00		276.62
0622	CLS	0001	CECILIA NO 2111 NOTICE O	2	2	104.00	416.00		188.64
									2011 JUL -7 PM 10:52
									4.3 of 05/24/11
Current	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	<b>Total Due</b>				
3,099.48	3,915.00	.00	.00	.00	<b>7,014.48</b>				
Contract Type	Contract Qty.	Expiration Date	Current Usage	Total Used	Quantity Remaining	Salesperson			
						MOELLER			

The Advertiser shall make payment within 15 days of the billing date indicated on Company's statement, and, in the event that it fails to make payment within such time, Company may reject advertising copy and / or immediately cancel this contract and Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including but not limited to collection fees, attorney's fees and court costs. If this agreement is cancelled due to Advertiser's failure to make timely payment, Company may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

TO ENSURE PROPER CREDIT, PLEASE RETURN THE TOP SECTION AND INCLUDE YOUR CUSTOMER NUMBER ON REMITTANCE.

Customer Number	Name	Invoice Number	Amount Paid
RIV069	RIVERSIDE COUNTY-BOARD OF SUP.	0004074794	

The Desert Sun  
750 N Gene Autry Trail  
Palm Springs, CA 92262  
760-778-4578 / Fax 760-778-4731

## Certificate of Publication

State Of California ss:  
County of Riverside

**Advertiser:**

RIVERSIDE COUNTY-BOARD OF SUP.  
4080 LEMON ST  
RIVERSIDE CA 925013

2000263972

I am over the age of 18 years old, a citizen of the United States and not a party to, or have interest in this matter. I hereby certify that the attached advertisement appeared in said newspaper (set in type not smaller than non pariel) in each and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

Newspaper: .The Desert Sun

5/28/2011 6/4/2011

I acknowledge that I am a principal clerk of the printer of The Desert Sun, printed and published weekly in the City of Palm Springs, County of Riverside, State of California. The Desert Sun was adjudicated a newspaper of general circulation on March 24, 1988 by the Superior Court of the County of Riverside, State of California Case No. 191236.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 4th day of June, 2011 in Palm Springs, California.

  
Declarant's Signature

No 1827

### NOTICE INVITING BIDS

The Redevelopment Agency for the County of Riverside, herein called Owner, invites sealed proposals for the improvement of:

#### Thermal Town Street Improvement Project in Thermal Area of Riverside County

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Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employee payments or health and welfare, pension, vacation and similar purposes, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

To be considered, a potential bidder must have a Class A license, as required under provisions of the Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.

For further information, contact Mr. Joaquin Tijerina at Redevelopment Agency for the County of Riverside, whose telephone number is (760) 863-2552.

Dated: May 25, 2011  
KECIA HARPER-IHEM  
Clerk of the Board  
By: Cecilia Gil, Board Assistant

Published: 5/28, 6/4/11



# MEMORANDUM

---

RIVERSIDE COUNTY COUNSEL

**CONFIDENTIAL**  
**ATTORNEY-CLIENT PRIVILEGE**

DATE: June 27, 2011

TO: Jane Jennings  
Clerk of the Board

FROM: Marsha L. Victor  
Principal Deputy County Counsel

RE: Bid Summary for Thermal Town Street Improvement Project

---

The two bids submitted for the above referenced project have been reviewed by this office. The bids are as shown in your summary of bids.

The bids appear to be in appropriate form as required by the bid solicitation.

All documents submitted are returned herewith.

A handwritten signature in blue ink, appearing to be "MLV/tr".

MLV/tr  
Enclosures

cc: Joaquin Tijerina  
Redevelopment Agency

## Bid Summary

TO: Pamela J. Walls  
County Counsel

PROJECT: Thermal Town Street Improvement  
Project

FROM: Jane Jennings 955-8092  
Board Assistant, COB

BID DATE: 6/22/11

Project Mgr: Joaquin Tijerina - EDA  
(760) 863-2552

BID TIME: 2:00 p.m.

ITEM/DATE: 4.3 of 05/24/11

**(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)**

### **CONTRACTORS**

### **BID AMOUNT**

---

Hazard Construction  
6465 Marindustry Place  
San Diego, CA 92121  
(858) 587-3600

Total Bid: \$ 2,272,832.00

---

Granite Construction Company  
585 West Beach Street  
Watsonville, CA 95076  
(831) 724-1011

Total Bid: \$ 2,278,722.00

---

**RECEIVED**

JUN 22 2011

COUNTY COUNSEL  
TO

MLV

J.M

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
REDEVELOPMENT AGENCY  
FOR THE  
COUNTY OF RIVERSIDE**

**Project No. MS4227**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the construction of

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
REDEVELOPMENT AGENCY  
FOR THE  
COUNTY OF RIVERSIDE**

Project No. MS4227

**Contract Approvals:**

**Recommended By:**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

**Approved By:**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Date

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

for the construction of

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
REDEVELOPMENT AGENCY  
FOR THE  
COUNTY OF RIVERSIDE**

Project No. MS4227

**Engineering Certification:**

These specifications, Special Provisions, and estimates have been prepared by or under the direction of the following Registered Civil Engineer:

---

MUJIB AHMED, P.E.  
C68467

---

DATE

## TABLE OF CONTENTS

	<u>PAGE</u>
Notice Inviting Bids	
Instruction to Bidders	A1-A6
Contractor's Proposal	B1-B4
Non-Collusion Affidavit	B5-B8
Bid Bond	B9
Agreement	C1-C3
Performance Bond	C4
Payment Bond	C5
General Conditions	GC1-GC54
Article 1. Definitions	
Article 2. Bonds and Insurance	
Article 3. Site Conditions	
Article 4. Specifications and Drawings	
Article 5. Shop Drawings and Submittals	
Article 6. Construction Schedule	
Article 7. Time, Liquidated Damages And Extensions	
Article 8. Performance	
Article 9. Safety & Health	
Article 10. Agency/County-Furnished Property	
Article 11. Beneficial Occupancy	
Article 12. Inspection and Testing	
Article 13. Acceptance	
Article 14. Warranty and Guarantees	
Article 15. Environmental Protection	
Article 16. Employment Practices	
Article 17. Subcontracting	
Article 18. Taxes	
Article 19. Changes	
Article 20. Payment	
Article 21. Suspension of Work/Termination	
Article 22. Disputes/Claims	
Special Provisions	SP1-SP42

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Pursuant to the Labor Code, the Governing Board of the Owner has obtained from the Director of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday and overtime work, including employee payments or health and welfare, pension, vacation and similar purposes, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

To be considered, a potential bidder must have a Class A license, as required under provisions of the Public Contracts Code Section 3300, and the California Business and Professions Code, for work covered in its proposal when a bid is submitted. This includes a joint venture formed to submit a bid.

For further information, contact Mr. Joaquin Tijerina at Redevelopment Agency for the County of Riverside, whose telephone number is 1-760-863-2552.

Dated: \_\_\_\_\_

*jtijerina@rivcoeda.org*

Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_  
Deputy

## INSTRUCTIONS TO BIDDERS

1. Form of Proposal. The proposal must be made on the form of Contractor's Proposal which is included in the Contract Documents and must be completely filled in, dated and signed. If provision is made for alternates, they must all be bid, unless otherwise provided in the Special Provisions.
2. Bid Bond. The proposal must be accompanied by a 10% Bid Bond, using the form provided in the Contract Documents, or by a certified or cashier's check payable to the order of Redevelopment Agency for the County of Riverside, hereinafter called "Owner", in an amount not less than 10% of the amount bid, inclusive of alternates.
3. Submission of Proposal. A proposal must be submitted in a sealed opaque envelope which clearly identifies the bidder and the project. Bids must be received by the time and at the place set forth in the Notice Inviting Bids and may be withdrawn only as stated in the proposal. **Bids shall be completed in ink.**
4. Contract Documents. The complete Contract Documents are identified in the Agreement. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the Plans and Specifications in making their bid.
5. License. To be considered for award of the contract, a potential bidder must have the kind of license required under provisions of the California Business and Professions Code for the work covered in this proposal. This includes joint ventures.

Each item of work will be performed by a Contractor which is qualified and properly licensed for that work.

Pursuant to California Labor Code Section 3099, certification is required for all persons who perform work as electricians for Contractors licensed as Class C-10 Electrical Contractors. Proof of certification shall be provided to the Owner before the start of construction.

6. Quantities. The amount of work to be done or materials to be furnished under the Contract as shown in the Contractor's Proposal are but estimates and are not to be taken as an expressed or an implied statement that the actual amount of work or materials will correspond to the estimate.

Owner reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials to be furnished if such action is found to be desirable or expedient.

Contractor is cautioned against the unbalancing of his bid by prorating his overhead only into one or two items when there are a number of items listed in the schedule.

7. Interpretation of Documents. Discrepancies, omissions, ambiguities, requirements likely to cause disputes between trades and similar matter shall be promptly brought to the attention of the Owner in writing. When appropriate, Addenda will be issued by Owner.

If the Bidder requires clarification or interpretation of the Bidding Documents, the Bidder shall make a written request to the Owner by a Request for Information (RFI). All requests for information must be submitted, in writing, between the hours of 8:00 AM and 5:00 PM on any day, Monday through Thursday (except holidays), up to, including and no later than the fifth (5th) day prior to Bid Closing Deadline, by hand delivery, mail, fax or electronic mail. The Owner will not respond to Requests for Information submitted after that time, unless the Owner determines, at its sole discretion, which it is in the best interest of the public and the Owner to do so. Requests for Information should be addressed to KOA Corporation, Attn: Mr. Mujib Ahmed; 3190 C Shelby Street, Ontario, CA 91764, electronic mail: [mahmed@koacorporation.com](mailto:mahmed@koacorporation.com)

No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents.

8. ADDENDA. Owner reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the Owner his name and address for the purpose of receiving Addenda to be mailed or delivered to such names at such addresses. To be considered, a Contractor's Proposal must list and take into account all issued Addenda.
9. Inspection of Site. Bidders must examine the site and acquaint themselves with all conditions affecting the work. By making his bid a bidder warrants that he has made such site examination as he deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowances - time or money - will be allowed as to such matters.
10. Bonds. The Owner requires a 100% Payment Bond and 100% Performance Bond from the successful bidder. All Bonds must be on Owner's forms contained in the Contract Documents.

The bonds must be underwritten by a Surety Company, which is admitted to transact the business of insurance in the State of California, and which carries a rating in the current issue of Best's Insurance Guide of "A" or better with a financial size of at least "VIII". The bond forms included in the project documents shall be used. All signatures on the bonds shall be notarized. Bonds shall be provided with an executed Power of Attorney issued by the surety.

11. Bids. Bids are required for the entire work, including all alternate bid schedules, if applicable, unless otherwise explicitly allowed in the bid documents. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis

items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- b. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The bidder is advised that the items of work may be grouped into bid schedules, and that certain bid items may be listed in more than one bid schedule, and with different bid item numbers, and the following shall apply thereto:

The bidder is directed to submit the same bid amount for all contract bid items that are listed with the same item code and item description. Said bid items are referred to herein as "Like Bid Items".

"Like Bid Items" shall be considered a single bid item for purposes of calculating increased and decreased quantities, and as otherwise applicable in Section 4-1.03, "Changes" of the Standard Specifications.

The following are not subject to this bidding requirement:

1. Bid items with the same item code but different item descriptions.
2. Bid items that are measured as "lump sum" or "force account".
3. Alternate bid schedules.

In the event that a bidder submits different unit bid amounts for "Like Bid Items", as described above, the bid will be corrected by applying the lowest of the unit bid amounts to all the respective "Like Bid Items".

No bidder may withdraw his bid for a period of ninety (90) days after the bid opening.

12. Award of Contract. The Owner reserves the right to reject all bids received. Acceptance by the governing body of the Owner by resolution or minute order at a meeting regularly called and held of a Contractor's Proposal constitutes an award of the contract and the execution of the Agreement is a written memorial thereof.

The Owner will award the contract to the low responsive and responsible bidder for execution prior to award utilizing the following procedures and requirements:

- a. A bidder whose proposal is accepted shall execute the formal construction agreement with the Owner, on the attached forms, and shall return said agreement, together with approved performance and payment bonds and with complete evidence of insurance as required elsewhere herein, including executed additional insured endorsements and waivers of subrogation, within ten (10) working days from the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the Owner. All submittals shall meet the requirements of the bid documents. Corrections, if required, shall be made and the revised documents shall be resubmitted within two (2) working days of Contractor's receipt of review comments.
- b. The contract bonds and insurance documentation shall be submitted in accordance with the contract requirements prior to submission to the Board of Directors of the Redevelopment Agency for the County of Riverside for award prior to the performance of any work under the contract.
- c. If a Bidder to whom a Notice of Acceptance of Proposal and Intent to Award has been issued, fails or refuses to sign a construction agreement, or to furnish the bonds or insurance certificates and endorsements as required within the prescribed period of time as described above, the Owner, at its sole discretion, rescind the Notice of Acceptance, and the bid guarantee submitted by that Contractor shall become the property of the Owner as prescribed in the bid documents and as allowed by law.
- d. If it is in the best interest of the Owner, the Owner reserves the right to award the contract prior to execution by the Contractor. Thereafter, Owner shall mail or deliver to the lowest responsible bidder the agreement for Contractor's execution and return.

13. Return of Guarantee. Bid bonds will not be returned unless specifically requested by the bidder. Any submitted negotiable securities of unsuccessful bidders will be returned by mail within 30 days of the award of a contract to the successful bidder. Any submitted negotiable security of the successful bidder will be returned by mail

within 30 days of receipt by the Owner of executed contract, certificate of insurance, performance bond and payment Bond.

14. Subletting and Subcontracting. Bidders are required pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contracts Code) to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the Owner's intent for the Subletting and Subcontracting Fair Practice Act to apply to all phases of the work.
15. Qualification of Bidders. No award will be made to any bidder who cannot give satisfactory assurance to the Owner as to his own ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract. The bidder may be required to submit his record of work of similar nature to that proposed under these specifications, and unfamiliarity with the type of work may be sufficient cause for rejection of bid.
16. Contract Participation. Riverside County's M/W/DVBE Contract Participation Program affirms the utilization and participation of qualified minority, women and disabled veteran firms in its contracting and procurement activities. The Owner encourages general and prime Contractors to afford competitive subcontracting opportunities to minority, women and disabled veteran firms where possible, in their contracting and procurement activities with the Owner.
17. Hours of Work. Attention is directed to Section 8-1.06, "Time of Completion" and Section 7-1.01A (1), "Hours of Labor" of the Standard Specifications.

Daily working hours shall be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except legal holidays, as approved by the Engineer. Exceptions and specific work schedules shall be submitted to the Engineer for consideration.

18. Labor Code. Pursuant to the Labor Code, the governing board of the Owner has obtained from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work, and for holiday, and overtime work, including employer payments for health and welfare, pensions, vacation and similar purpose, as set forth on schedule which is on file at the principal office of the Owner, and which will be made available to any interested person upon request.

19. Alternate Bid Schedules. If the Proposal includes bid items listed under a Base Bid Schedule and one or more Alternate Bid Schedules, the following shall apply: The Owner may award only the items of work listed on the Base Bid Schedule, or may choose to award some or all of the Alternate Bid Schedules in addition to the Base Bid Schedule. Unless otherwise specified, the basis of the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

If the Proposal includes bid items listed under two or more Alternate Bid Schedules with no Base Bid Schedule, the following shall apply: This project contains Alternate Bid Schedules that may or may not be mutually exclusive, as described elsewhere in the bid documents. The Owner may award the items of work listed on one or more of the Alternate Bid Schedules. In the case of mutually exclusive Alternate Bid Schedules, only one of the Alternate Bid Schedules will be selected for award. Unless otherwise specified, the basis of the selection of the lowest bid shall be the lowest responsive and responsible bid for the sum of all Bid Schedules.

The Owner also reserves the right to reject all bids received.

20. Dust Control. Attention is directed to Article 15.1, "Dust Control" of the General Conditions of this contract.

21. Submission of Insurance Certificate. Within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award issued by the Owner, the successful Contractor shall submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of Article 18 of the General Conditions. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) working days period will be grounds for declaring the bidder to not be in compliance with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low bidder, at the sole discretion of the Owner.

## CONTRACTOR'S PROPOSAL

TO: Redevelopment Agency  
for the County of Riverside  
hereafter called "Owner":

DATE: 6/22/11

BIDDER: HAZARD CONSTRUCTION COMPANY  
(hereafter called "Contractor")

THE UNDERSIGNED, Contractor, having carefully examined the site and the Contract Documents for the construction of Thermal Town Street Improvement Project, Project No. MS4227, hereby proposes to construct the work in accordance with the Contract Documents, including Addenda Nos. 1 for the amount stated in this Proposal.

By submitting this Proposal, Contractor agrees with Owner:

1. That unless withdrawn in person by Contractor or some person authorized in writing by Contractor not by telephone or telegram before the time specified in the Notice Inviting Bids for the public opening of bids, this Proposal constitutes an irrevocable offer for 90 calendar days after that date.
2. Owner has the right to reject any or all Proposals and to waive any irregularities or informalities contained in a Proposal.
3. To execute the Agreement and deliver the Faithful Performance Bond, Payment Bond and Insurance Certificate with endorsements, which comply with the requirements set forth in the Instructions to Bidders and General Conditions, within ten (10) working days of the date of the Notice of Acceptance of Proposal and Intent to Award as issued by the Owner.
4. That the contract shall be awarded upon a resolution or minute order to that effect duly adopted by the governing body of Owner; and that execution of the Contract Documents shall constitute a written memorial thereof.
5. To submit to Owner such information as Owner may require to determine whether a particular Proposal is the lowest responsible bid submitted.
6. That the accompanying certified or cashier's check or Bid Bond is in an amount not less than 10% of the total bid submitted and constitutes a guarantee that if awarded the contract, Contractor will execute the Agreement and deliver the required bonds within ten (10) days after notice of award. If Contractor fails to execute and deliver said documents, the check or bond is to be charged with the costs of the resultant damages to Owner, including but not limited to publication costs, the difference in money between the amount

bid and the amount in excess of the bid which it costs Owner to do or cause to be done the work involved, lease and rental costs, additional salaries and overhead, increased interest and costs of funding the project, attorney expense, additional engineering and architectural expense, and cost of maintaining or constructing alternate facilities occasioned by the failure to execute and deliver said documents.

7. By signing this proposal the Contractor certifies that the representations made therein are made under penalty of perjury.

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
BID PROPOSAL**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1	15,000 <sup>-</sup>	15,000 <sup>-</sup>
2	074020	WATER POLLUTION CONTROL	LS	1	36,000 <sup>-</sup>	36,000 <sup>-</sup>
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000 <sup>-</sup>	50,000 <sup>-</sup>
4	160101	CLEARING AND GRUBBING (INCLUDING TRIMMING OF TREES AND BUSHES)	LS	1	10,000 <sup>-</sup>	10,000 <sup>-</sup>
5	731504	MINOR CONCRETE (CURB AND GUTTER) TYPE A-6	LF	10,850	25 <sup>-</sup>	271,250 <sup>-</sup>
6	390102	ASPHALT CONCRETE TYPE A	TON	1,600	100 <sup>-</sup>	160,000 <sup>-</sup>
7	260201	CLASS 2 AGGREGATE BASE	CY	1,425	60 <sup>-</sup>	85,500 <sup>-</sup>
8	153112	ASPHALT CONCRETE PAVEMENT OVERLAY (.17' DEPTH MIN.)	SQYD	34,000	14 <sup>-</sup>	476,000 <sup>-</sup>
9	153103	CONSTRUCT 50' HEADER GRIND	SQFT	19,400	0.50	9,700 <sup>-</sup>
10	731521	MINOR CONCRETE SIDEWALK (CONSTRUCT 6" THICK SIDEWALK)	CY	925	280 <sup>-</sup>	261,000 <sup>-</sup>
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE A)	EA	12	3,000 <sup>-</sup>	36,000 <sup>-</sup>
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE B)	EA	3	5,200 <sup>-</sup>	15,600 <sup>-</sup>
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE C)	EA	5	2,000 <sup>-</sup>	10,000 <sup>-</sup>
14	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	86	1,600 <sup>-</sup>	137,600 <sup>-</sup>
15	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 213)	EA	3	1,200 <sup>-</sup>	3,600 <sup>-</sup>
16	731516	MINOR CONCRETE (ALLEY APRON) (CRS 500)	EA	3	3,900 <sup>-</sup>	11,700 <sup>-</sup>
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	7,000	7.50	52,500 <sup>-</sup>
18	017315	MODIFY CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE	EA	15	400 <sup>-</sup>	6,000 <sup>-</sup>
19	017315	MODIFY SIDEWALK AND INSTALL DETECTABLE WARNING SURFACE	EA	1	2,000 <sup>-</sup>	2,000 <sup>-</sup>
20	152440	ADJUST SEWER AND UTILITY MANHOLE TO FINAL GRADE	EA	34	100 <sup>-</sup>	3,400 <sup>-</sup>
21	152452	ADJUST VAULT/ VALVE/ METER/ PEDESTAL/ FIRE HYDRANT TO FINAL GRADE	EA	100	50 <sup>-</sup>	5,000 <sup>-</sup>
22		RESET EXISTING BARB WIRE FENCE AND POST	LF	1,300	10 <sup>-</sup>	13,000 <sup>-</sup>
23		RESTORE EXISTING LANDSCAPING	LF	200	100 <sup>-</sup>	20,000 <sup>-</sup>
24	801900	RELOCATE/ REPLACE EXISTING CHAIN LINK FENCE IN KIND	LF	2,050	40 <sup>-</sup>	82,000 <sup>-</sup>
25	152370	RELOCATE AND/OR MODIFY EXISTING MAIL BOX	EA	8	600 <sup>-</sup>	4,800 <sup>-</sup>
26	152410	RELOCATE VAULT/ VALVE/ PEDESTAL	EA	4	2,800 <sup>-</sup>	11,200 <sup>-</sup>
27	152394	RELOCATE EXISTING SIGN STRUCTURE	EA	1	10,000 <sup>-</sup>	10,000 <sup>-</sup>
28	153239	REMOVE EXISTING CURB AND GUTTER	LF	500	4 <sup>-</sup>	2,000 <sup>-</sup>
29	153218	REMOVE EXISTING MEDIAN TYPE "D" CURB	LF	2,000	4 <sup>-</sup>	8,000 <sup>-</sup>
30	153246	REMOVE EXISTING CONCRETE BLOCK WALL	LF	300	6 <sup>-</sup>	1,800 <sup>-</sup>
31	160120	REMOVE EXISTING TREES	EA	48	800 <sup>-</sup>	38,400 <sup>-</sup>

259,000<sup>-</sup>

JAM  
231,250<sup>-</sup>

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
BID PROPOSAL**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING (INCLUDING TRIMMING OF TREES AND BUSHES)	LS	1		
5	731504	MINOR CONCRETE (CURB AND GUTTER) TYPE A-6	LF	10,850		
6	390102	ASPHALT CONCRETE TYPE A	TON	1,600		
7	260201	CLASS 2 AGGREGATE BASE	CY	1,425		
8	153112	ASPHALT CONCRETE PAVEMENT OVERLAY (.17' DEPTH MIN.)	SQYD	34,000		
9	153103	CONSTRUCT 50' HEADER GRIND	SQFT	19,600		
10	731521	MINOR CONCRETE SIDEWALK (CONSTRUCT 6" THICK SIDEWALK)	CY	925		
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE A)	EA	12		
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE B)	EA	3		
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE C)	EA	3		
14	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	86		
15	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 213)	EA	3		
16	731516	MINOR CONCRETE (ALLEY APRON) (CRS 500)	EA	3		
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	5,500		
18	017315	MODIFY CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE	EA	15		
19	017315	MODIFY SIDEWALK AND INSTALL DETECTABLE WARNING SURFACE	EA	1		
20	152440	ADJUST SEWER AND UTILITY MANHOLE TO FINAL GRADE	EA	34		
21	152452	ADJUST VAULT/ VALVE/ METER/ PEDESTAL/ FIRE HYDRANT TO FINAL GRADE	EA	100		
22		RESET EXISTING BARB WIRE FENCE AND POST	LF	1,300		
23		RESTORE EXISTING LANDSCAPING	LF	200		
24	801900	RELOCATE/ REPLACE EXISTING CHAIN LINK FENCE IN KIND	LF	2,050		
25	152370	RELOCATE AND/OR MODIFY EXISTING MAIL BOX	EA	8		
26	152410	RELOCATE VAULT/ VALVE/ PEDESTAL	EA	4		
27	152394	RELOCATE EXISTING SIGN STRUCTURE	EA	1		
28	153239	REMOVE EXISTING CURB AND GUTTER	LF	400		
29	153218	REMOVE EXISTING MEDIAN TYPE "D" CURB	LF	2,000		
30	153246	REMOVE EXISTING CONCRETE BLOCK WALL	LF	300		
31	160120	REMOVE EXISTING TREES	EA	48		

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
BID PROPOSAL-(CONTINUE):**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
32	840506	PAINT 8" TRAFFIC STRIPE	LF	910	0.80	728 <sup>-</sup>	
33	840504	PAINT 4" TRAFFIC STRIPE	LF	60	1 <sup>-</sup>	60 <sup>-</sup>	
34	840501	PAINT 4" TRAFFIC STRIPE (WITH RPM'S)	LF	5,100	1 <sup>-</sup>	5,100 <sup>-</sup>	
35	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,261	4 <sup>-</sup>	13,044 <sup>-</sup>	
36	597401	PAINT RED CURB	LF	500	1 <sup>-</sup>	500 <sup>-</sup>	
37	568023	INSTALL ROADSIDE SIGN AND POST	EA	38	200 <sup>-</sup>	7,600 <sup>-</sup>	
38	568017	INSTALL ROADSIDE SIGN PANEL	EA	33	100 <sup>-</sup>	3,300 <sup>-</sup>	
39		RELOCATE EXISTING ROADSIDE SIGN AND INSTALL NEW POST	EA	8	200 <sup>-</sup>	1,600 <sup>-</sup>	
40	151281	REMOVE EXISTING ROADSIDE SIGN AND POST	EA	25	50 <sup>-</sup>	1,250 <sup>-</sup>	
41	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1	140,000 <sup>-</sup>	140,000 <sup>-</sup>	
42	190101	REMOVE 6" DIA. ABANDONED WATER PIPE	LF	500	10 <sup>-</sup>	5,000 <sup>-</sup>	
43	000003	MISCELLANEOUS DIRECTED WORK	FA	1	\$60,000	\$60,000	
44		REMOVE AND REPLACE EXISTING DRIVEWAY APPROACH AS DIRECTED BY FIELD ENGINEER	SQFT	7,200	8 <sup>-</sup>	57,600 <sup>-</sup>	
45		REMOVE AND REPLACE EXISTING CURB AND GUTTER AS DIRECTED BY FIELD ENGINEER	LF	3,000	35 <sup>-</sup>	105,000 <sup>-</sup>	
46		REMOVE AND REPLACE EXISTING SIDEWALK AS DIRECTED BY FIELD ENGINEER	SQFT	5,000	5 <sup>-</sup>	25,000 <sup>-</sup>	
PROJECT TOTAL ITEMS 1-46							\$2,272,832 <sup>-</sup>
"Words"							

*TWO MILLION, TWO HUNDRED SEVENTY TWO THOUSAND, EIGHT HUNDRED THIRTY TWO DOLLARS,  
AND NO CENTS*

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
BID PROPOSAL-(CONTINUE):**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
32	840506	PAINT 8" TRAFFIC STRIPE	LF	910		
33	840504	PAINT 4" TRAFFIC STRIPE	LF	60		
34	840501	PAINT 4" TRAFFIC STRIPE (WITH RPM'S)	LF	5,100		
35	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,261		
36	597401	PAINT RED CURB	LF	500		
37	568023	INSTALL ROADSIDE SIGN AND POST	EA	38		
38	568017	INSTALL ROADSIDE SIGN PANEL	EA	33		
39		RELOCATE EXISTING ROADSIDE SIGN AND INSTALL NEW POST	EA	8		
40	151281	REMOVE EXISTING ROADSIDE SIGN AND POST	EA	25		
41	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1		
42	190101	REMOVE 6" DIA. ABANDONED WATER PIPE	LF	500		
43	000003	MISCELLANEOUS DIRECTED WORK	FA	1		
PROJECT TOTAL ITEMS 1-43						\$
"Words"						

*Add #1 Dam*

**BIDDER DATA:**

Name of Bidder HAZARD CONSTRUCTION COMPANY

Type of Organization CORPORATION

Person(s) Authorized to Sign for Bidder R.D.RANDAL, CHAIRMAN / DOUG URBICK, PRES / W.S. ROGERS, EXEC. V.P./ SEC. / JASON A. MORDHORST, V. PRES. / CHARLES WHITE, V.P. / EMMANUEL GAVIN, TREASURER /

Address 6465 MARINDUSTRY PLACE  
SAN DIEGO, CA. 92121 Phone (858) 587-3600

Contractor's License 750542 A, B, C-31 EX  
Type & Number

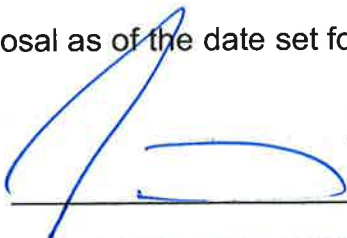
Expiration Date 6/30/2012

8. DESIGNATION OF SUBCONTRACTORS: Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
22, 24	ALCORN FENCE	RIVERSIDE CA	122954
32-40	CHRISP COMPANY	BLOOMINGTON CA	374600
41	SERRIA PACIFIC ELECTRIC	RIVERSIDE CA.	264048
4, 28-31(P)	J.V. LAND CLEARING	SAN DENNIS CA	759306
5, 10-19, 44-46(P)	WEST CON CONSTRUCTION	INDIO CA	858370

Percent of work to be performed by sub-contractors: 38 %  
(Note: 50% of the work required to be performed by general contractor)

IN WITNESS WHEREOF Contractor executed this Proposal as of the date set forth on Page 1 of this proposal.

  
\_\_\_\_\_  
**JASON A. MORDHORST, VICE PRESIDENT**

TITLE \_\_\_\_\_  
"Contractor"

**BIDDER DATA:**

Name of Bidder HAZARD CONSTRUCTION COMPANY

Type of Organization CORPORATION

Person(s) Authorized to Sign for Bidder R.D.RANDAL, CHAIRMAN / DOUG URBICK, PRES /  
W.S. ROGERS, EXEC. V.P. / JASON A. MORDHORST, V.PRES. / CHARLES WHITE, V.P. /  
EMMANUEL GAVIN, TREASURER /

Address 6465 MARINDUSTRY PLACE

SAN DIEGO, CA. 92121 Phone (858) 587-3600

Contractor's License 750542 A, B, C-31 EX  
Type & Number

Expiration Date 6/30/2012

8. DESIGNATION OF SUBCONTRACTORS: Contractor submits the following complete list of each subcontractor who will perform work or labor or render service in or about the construction in an amount in excess of 1/2 of 1% of the total bid.

<u>ITEM</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NO.</u>
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## Secretary's Certificate

The undersigned, W.S. Rogers, Secretary of Hazard Construction Company, a California Corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were unanimously adopted at a special meeting of the Board of Directors of the Corporation on the fourth day of April 2011, and that such resolutions have not been amended or modified and continue to be in full force and effect as of this date:

RESOLVED, that the Corporation execute and deliver certain contracts in the form required.

FURTHER RESOLVED, that the Chairman, President, or the Executive Vice President, or in their absence, either of the Vice Presidents, or in their absence the Treasurer, be and hereby is authorized and empowered in the name and on behalf of this Corporation to execute contracts and to deliver the contracts on behalf of the Corporation and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contracts, including, but not limited to executing and delivering all agreements and documents contemplated by the contracts.

In witness whereof, I have hereunder set my hand as Secretary of the above Corporation this fourth day of April 2011.

  
Secretary

**AFFIDAVIT FOR INDIVIDUAL CONTRACTORS**

\_\_\_\_\_ declares as follows:

That he ~~or she~~ is the party making the foregoing proposal or 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 Redevelopment Agency for the County of Riverside or 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.

**I declare, under penalty of perjury, that the foregoing is true and correct.**

**Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year)**

**at \_\_\_\_\_, California**

**Signature of affiant: \_\_\_\_\_**

Note: Notarization of signature required

**AFFIDAVIT FOR JOINT VENTURE OR COPARTNERSHIP CONTRACTOR**

\_\_\_\_\_ declares as follows:

That he or she is a member of the joint venture or copartnership firm designated as \_\_\_\_\_ which is the party making the foregoing proposal or 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 Redevelopment Agency for the County of Riverside or 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.

That he has been and is duly vested with authority to make and sign instruments for the joint venture or copartnership by \_\_\_\_\_ who constitute the other members of the joint venture or copartnership.

**I declare, under penalty of perjury, that the foregoing is true and correct.**

**Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year)**

**at \_\_\_\_\_, California**

**Signature of affiant: \_\_\_\_\_**

Note: Notarization of signature required

**AFFIDAVIT FOR CORPORATE CONTRACTOR**

JASON A. MORDHORST declares as follows:

That he or she is VICE PRESIDENT of

**HAZARD CONSTRUCTION COMPANY** a corporation which is the party making the foregoing proposal or 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 Redevelopment Agency for the County of Riverside or 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.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 21<sup>ST</sup> (day) of June (month), 2011 (year)

at SAN DIEGO, California

Signature of affiant: \_\_\_\_\_

**JASON A. MORDHORST, VICE PRESIDENT**

Note: Notarization of signature required

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 22, 2011 before me, Sandra Kostyrka, Notary Public  
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC  
personally appeared Jason A. Mordhorst  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

[Signature] (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p style="text-align: center;">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S)    <input type="checkbox"/> LIMITED</p> <p style="padding-left: 40px;"><input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: NAMES OF PERSON(S) OR ENTITY(IES)</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">NUMBER OF PAGES</p> <p>_____</p> <p style="text-align: center;">DATE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">SIGNER(S) OTHER THAN NAMED ABOVE</p> <p>_____</p>
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**BID BOND**

**Recitals:**

1. **HAZARD CONSTRUCTION COMPANY** "Contractor", has submitted his Contractor's Proposal to the Redevelopment Agency for the County of Riverside, hereinafter called "Owner", for the construction of public work for the Thermal Town Street Improvement Project in accordance with a Notice Inviting Bids of Owner dated May 2011.
2. **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** a Connecticut corporation, hereafter called 'Surety', is the surety of this Bond.

**Agreement:**

We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of Owner.
2. This Bond is exonerated by (1) Owner rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to act as agreed to in its Proposal. Some types of possible loss, damage and expense are specified in the Contractor's Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which Owner may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: June 14, 2011

<b>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA</b>	<b>HAZARD CONSTRUCTION COMPANY</b>
By <u>Bradley R. Orr</u>	By <u>[Signature]</u>
Title: <u>Attorney in Fact</u>	Title: <u>JASON A. MORDHORST, VICE PRESIDENT</u>
<b>BRADLEY R. ORR</b> "Surety"	"Contractor"

STATE OF CALIFORNIA } ss. SURETY'S ACKNOWLEDGEMENT  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_ known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public Notary Public (Seal)

**Note: All signatures must be notarized**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 22, 2011 before me, Sandra Kostyrka, Notary Public  
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"  
personally appeared Jason A. Mordhorst  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

[Signature] (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL

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<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____ TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S)    <input type="checkbox"/> LIMITED</p> <p>                                  <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____</p> <p>_____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: NAMES OF PERSON(S) OR ENTITY(IES)</p> <p>_____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____ TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p> <p>_____</p>
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 14, 2011 before me, Sandra Kostyrka, Notary Public  
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC

personally appeared \_\_\_\_\_  
Bradley R. Orr  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

Sandra Kostyrka (SEAL)  
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222176

Certificate No. 003740572

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of June, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2011.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
CONTRACT DOCUMENTS FOR  
THERMAL TOWN STREET IMPROVEMENTS

ADDENDUM NO. 1

**PLEASE BE ADVISED:**

1. **Reference:** Street Improvement Plans, Plan Sheet RD-01, RD-03, RD-06, and RD-15

**Substitute** the attached plans: RD-01, RD-03, RD-06 and RD-15

Note:

- a. Sheet RD-01: Updated Quantities Schedule
- b. Sheet RD-03: Revised Cross Section of Kokell Avenue (Sta. 29.45+94 to Sta. 30+31.53)
- c. Sheet RD-06: Added Cross Gutter, New Sidewalk, and Type C Curb Ramps along Kokell Avenue near Grapefruit Boulevard
- d. Sheet RD-15: Added Cross Gutter along Main Street at Grapefruit Boulevard

2. **Reference:** Bidding Documents, Contractor's Proposal, Bid Schedule, Page B-3 and B-4:

**Substitute** the attached pages: B-3 and B-4

Note:

- a. Revised Quantities of Bid Item 9, Bid Item 13, Bid Item 17, Bid Item 28;
- b. Included a fix amount of \$60,000 for Bid Item 43;
- c. Added Bid Item 44, 45, and 46)

3. **Reference:** Bidding Documents, Section 4, Special Provisions, Page SP42:

Add the following:

**Bid Item 44 - Remove and Replace Existing Driveway Approach as Directed by Field Engineer**

The contractor shall remove and replace existing Driveway Approach as requested and directed by field engineer throughout the project site.

Driveway Approach construction shall conform to County of Riverside Standard Drawings and the provisions in Section 73 of the State Standard Specifications and Riverside County Ordinance 461, County Roadway Improvement Standards and Specifications, and Special Provisions section 2.9.

The Contract unit price paid per Square Foot as shown on the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 45 - Remove and Replace Existing Curb and Gutter as Directed by Field Engineer**

The contractor shall remove and replace existing concrete curb and gutter as requested and directed by field engineer throughout the project site.

Construction of curb and gutter shall conform to the provisions in Section 73 of the State Standard Specifications and Special Provision 2.9.

The Contract unit price paid per Linear Foot for Curb and Gutter as shown on Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**Bid Item 46 - Remove and Replace Existing Sidewalk as Directed by Field Engineer**

The contractor shall remove and replace existing sidewalk as requested and directed by field engineer throughout the project site.

Construction of concrete sidewalk shall conform to the provisions in Section 73 of the State Standard Specifications and Special Provisions 2.9.

The Contract unit price paid per Square Foot as shown on the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer or his appointed designee.

**ENCLOSURES:**

Revised Plans: RD-01, RD-03, RD-06 and RD-15  
Revised Bid Schedule: Page B-3 and B-4



By: \_\_\_\_\_  
Mujib Ahmed, RCE No. 68467

Date: 6/20/2011

**ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Bidder hereby acknowledges receipt of Addendum No. 1 and the incorporation thereof in bid proposal for the Thermal Town Street Improvements. This acknowledgement page shall be signed, dated and included with the Bidder's Bid Proposal Packet.

Bidder: **HAZARD CONSTRUCTION COMPANY**

Date: 6/21/11

By: \_\_\_\_\_  
(Bidder's Authorized Representative)  
**JASON A. MORDHORST, VICE PRESIDENT**  
Title: \_\_\_\_\_

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
BID PROPOSAL**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1		
2	074020	WATER POLLUTION CONTROL	LS	1		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	160101	CLEARING AND GRUBBING (INCLUDING TRIMMING OF TREES AND BUSHES)	LS	1		
5	731504	MINOR CONCRETE (CURB AND GUTTER) TYPE A-6	LF	10,850		
6	390102	ASPHALT CONCRETE TYPE A	TON	1,600		
7	260201	CLASS 2 AGGREGATE BASE	CY	1,425		
8	153112	ASPHALT CONCRETE PAVEMENT OVERLAY (.17' DEPTH MIN.)	SQYD	34,000		
9	153103	CONSTRUCT 50' HEADER GRIND	SQFT	<b>19,400</b>		
10	731521	MINOR CONCRETE SIDEWALK (CONSTRUCT 6" THICK SIDEWALK)	CY	925		
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE A)	EA	12		
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE B)	EA	3		
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE C)	EA	<b>5</b>		
14	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	86		
15	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 213)	EA	3		
16	731516	MINOR CONCRETE (ALLEY APRON) (CRS 500)	EA	3		
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	<b>7,000</b>		
18	017315	MODIFY CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE	EA	15		
19	017315	MODIFY SIDEWALK AND INSTALL DETECTABLE WARNING SURFACE	EA	1		
20	152440	ADJUST SEWER AND UTILITY MANHOLE TO FINAL GRADE	EA	34		
21	152452	ADJUST VAULT/ VALVE/ METER/ PEDESTAL/ FIRE HYDRANT TO FINAL GRADE	EA	100		
22		RESET EXISTING BARB WIRE FENCE AND POST	LF	1,300		
23		RESTORE EXISTING LANDSCAPING	LF	200		
24	801900	RELOCATE/ REPLACE EXISTING CHAIN LINK FENCE IN KIND	LF	2,050		
25	152370	RELOCATE AND/OR MODIFY EXISTING MAIL BOX	EA	8		
26	152410	RELOCATE VAULT/ VALVE/ PEDESTAL	EA	4		
27	152394	RELOCATE EXISTING SIGN STRUCTURE	EA	1		
28	153239	REMOVE EXISTING CURB AND GUTTER	LF	<b>500</b>		
29	153218	REMOVE EXISTING MEDIAN TYPE "D" CURB	LF	2,000		
30	153246	REMOVE EXISTING CONCRETE BLOCK WALL	LF	300		
31	160120	REMOVE EXISTING TREES	EA	48		

**THERMAL TOWN STREET IMPROVEMENT PROJECT  
BID PROPOSAL-(CONTINUE):**

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)	
32	840506	PAINT 8" TRAFFIC STRIPE	LF	910			
33	840504	PAINT 4" TRAFFIC STRIPE	LF	60			
34	840501	PAINT 4" TRAFFIC STRIPE (WITH RPM'S)	LF	5,100			
35	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,261			
36	597401	PAINT RED CURB	LF	500			
37	568023	INSTALL ROADSIDE SIGN AND POST	EA	38			
38	568017	INSTALL ROADSIDE SIGN PANEL	EA	33			
39		RELOCATE EXISTING ROADSIDE SIGN AND INSTALL NEW POST	EA	8			
40	151281	REMOVE EXISTING ROADSIDE SIGN AND POST	EA	25			
41	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1			
42	190101	REMOVE 6" DIA. ABANDONED WATER PIPE	LF	500			
43	000003	MISCELLANEOUS DIRECTED WORK	FA	1	<b>\$60,000</b>	<b>\$60,000</b>	
44		<b>REMOVE AND REPLACE EXISTING DRIVEWAY APPROACH AS DIRECTED BY FIELD ENGINEER</b>	SQFT	<b>7,200</b>			
45		<b>REMOVE AND REPLACE EXISTING CURB AND GUTTER AS DIRECTED BY FIELD ENGINEER</b>	LF	<b>3,000</b>			
46		<b>REMOVE AND REPLACE EXISTING SIDEWALK AS DIRECTED BY FIELD ENGINEER</b>	SQFT	<b>5,000</b>			
PROJECT TOTAL ITEMS 1-46						\$	
"Words"							

## AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between the Redevelopment Agency for the County of Riverside hereafter called "Owner" and \_\_\_\_\_ hereafter called "Contractor".

## W I T N E S S E T H

### RECITALS:

1. Contractor has submitted to Owner his Contractor's Proposal for the construction of Owner's project, Thermal Town Street Improvement Project in strict accordance with the Contract Documents identified below and Owner has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

### AGREEMENT:

#### IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of Riverside County Department of Transportation identified on the plans or in the Special Provisions. (l) Imperial Irrigation District Developer Energy Planning Guide. (m) The Plans. (n) Addenda No. \_\_\_\_ (o) The Determination of Prevailing Wage Rates for Public Work. (p) Any Change Orders issued. (q) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.
3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications of the State of California Department of Transportation, edition of May 2006, Section 7.1 and 7.2 of the General Conditions and Section 1.4 and 1.8 of the Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify KOA Corporation, hereafter Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
  - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
  - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by Owner, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

REDEVELOPMENT AGENCY  
FOR THE COUNTY OF RIVERSIDE

CONTRACTOR

BY \_\_\_\_\_  
Chairman, Board of Directors

BY \_\_\_\_\_

Dated \_\_\_\_\_

TITLE: \_\_\_\_\_  
(If Corporation, Affix Seal)

ATTEST:

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

\_\_\_\_\_

BY \_\_\_\_\_  
Deputy

TITLE: \_\_\_\_\_

Licensed in accordance with an act  
providing for the registration of Contractors,

License No. \_\_\_\_\_

Federal Employer identification Number

\_\_\_\_\_

\_\_\_\_\_  
"Owner"  
(Seal)

\_\_\_\_\_  
"Corporation"  
(Seal)

**PAYMENT BOND**

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are \_\_\_\_\_, as Principal and Original Contractor and \_\_\_\_\_ a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE a public entity, as Owner, for \$ \_\_\_\_\_, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of the Thermal Town Street Improvement Project.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Original Contractor - Principal

\_\_\_\_\_  
Surely

By \_\_\_\_\_

By \_\_\_\_\_  
Its Attorney In Fact

Title \_\_\_\_\_  
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

} ss. SURETY'S ACKNOWLEDGEMENT

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Notary Public (Seal)

**Note: All signatures must be notarized**

## GENERAL CONDITIONS OF THE CONTRACT

### ARTICLE 1      GENERAL PROVISIONS

#### 1.1 DEFINITIONS

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

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

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

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

**AGENCY** - The term Agency when used herein shall mean the Board of Directors of the Redevelopment Agency for the County of Riverside, a public body corporate and politic in the State of California.

**COUNTY** - The term County when used herein shall mean the Board of Supervisors of the County of Riverside, a political subdivision of the State of California.

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

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

**CONTRACT DRAWINGS** - "Contract drawings" or "drawings" means and includes (a) all drawings which have been prepared on behalf of the Agency, and are included in the Contract Documents and all clarification drawings issued by notice to the bidders thereto; (b) all drawings submitted pursuant to the terms of the Contract by the Contractor to the Agency during the progress of the Work, which are accepted by the Agency. A schedule of said drawings which constitutes the plans as of the execution of the Agreement is set forth

in the Special Provisions and is supplemented by the Standard Plans referred to in the Special Provisions.

**CONTRACTOR'S AGENT** - The representative of the Contractor, approved by the Agency, who shall be present at the Work and be authorized to receive and act upon instructions from the Agency and to execute and direct the Work on behalf of the Contractor.

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

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

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

**DIRECTOR** - The use of "Director" shall mean the Executive Director of the Redevelopment Agency for the County of Riverside or designated representative.

**ENGINEER** - An authorized representative of the Director of Transportation acting within the scope of his designated authority in the detailed inspection of the work.

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

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

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

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

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

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

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

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

**SUBCONTRACTOR** - The term "Subcontractor" means a person or firm that has a contract with Contractor or with another subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of any tier, suppliers, manufacturers, and distributors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number.

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

## 1.2 STANDARD SPECIFICATIONS

The Standard Specifications of the State of California Department of Transportation, edition of May 2006 hereinafter called "Standard Specifications", are modified in these General Conditions. The "Amendments to June 2006 Standard Specifications, as published by the Department of Transportation is also incorporated herein. That document is named *SSP SI-020.doc et al* and is available as a free download at Caltrans' web site:

[http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2006-SSPs/Sec\\_01-03/](http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2006-SSPs/Sec_01-03/)

The following subsections of the Standard Specifications are deleted:

1-1.13, 1-1.15, 1-1.18, 1-1.25, 1-1.37, 1-1.40, 2-1.01, 2-1.05, 2-1.07, 5-1.14, 7-1.165, 8-1.03, 9-1.05, 9-1.065, 9-1.10, 12-2.02.

Section 3 of the Standard Specifications is deleted.

The following deletions and additions are made from the following subsections of the Standard Specifications.

Subsection 5-1.04, add to the second paragraph at its end the following sentence: "The General Conditions govern over all of the Contract Documents except the Special Provisions, the Agreement and Bonds."

Subsection 7-1.01A (2), strike the first sentence of the fourth paragraph and in its place read: "These wage rates are on file in the Office of the County Clerk and are a part of the Contract."

Subsection 7-1.15, for "Director" read "Agency"

Subsection 7-1.16, delete references to Subsection 7-1.165.

Subsection 8-1.06, strike the last paragraph.

Subsection 8-1.08, strike "as provided in the State Contract Act".

### **1.3 AUTHORITIES AND LIMITATIONS**

**1.3.1** The Board of Directors alone has the power to bind the Agency and to exercise the rights, responsibilities, authorities, and functions vested herein by the Contract Documents, except that they shall have the right to designate authorized representatives to act for them. Agency, under the authority of the Board of Directors, shall monitor the contract work and determine the amount, quality, acceptability and fitness of all parts of the work, and interpret the Contract Documents as needed.

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

### **1.4 LEGAL REQUIREMENTS**

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

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

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

- California Building Code
- Uniform Plumbing Code
- Uniform Mechanical Code
- Uniform Fire Code
- State Fire Marshal
- State Industrial Accident Commission's Safety Orders
- Rules of Local Utilities
- California Energy Code
- Ordinances of the County of Riverside

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

**1.4.5** In submitting a bid on this public works projects, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final acknowledgement by the parties.

## **1.5 STANDARD REFERENCES**

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

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

## **1.6 PERMITS, LICENSES, FEES & TAXES**

### **1.6.1 AGENCY'S RESPONSIBILITIES**

a. The Agency will apply for all plan checks and will apply for and obtain the Grading Permit and Construction Permits required by the County of Riverside, paying all fees in connection therewith.

b. The Agency will furnish, at no expense to the Contractor, all on-site inspection of the Work and will pay for off-site inspection only as noted in the Contract Documents.

### **1.6.2 CONTRACTOR'S RESPONSIBILITIES**

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

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

c. Before Acceptance of the project by the Agency, the Contractor shall submit all licenses, permits, and certificates of inspection to the County and Agency.

## **1.7 SEPARATE CONTRACTS**

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

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

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

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

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

## **1.8 AGENCY'S AUTHORIZED REPRESENTATIVES**

### **1.8.1 AUTHORIZED REPRESENTATIVE**

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

### **1.8.2 INSPECTOR(S)**

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

### **1.8.3 CONSULTANT**

a. The Agency has retained a Consultant for this project. The Consultant will advise the Agency, and the Agency will issue instructions to which the Contractor will complete. The Consultant will be requested to interpret the requirements of the Contract. When requested by the Agency, the Consultant will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of the Work.

b. The Consultant will make periodic visits to the job site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the work is proceeding in accordance with the Contract Documents. Based on such observations he will recommend approval of applications for progress payments made by Contractor. The Consultant shall not be responsible for means, methods, techniques, sequences, or procedures of construction nor for safety precautions and programs in connection with the Work. Nor will the Consultant be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

## **ARTICLE 2 BONDS AND INSURANCE**

### **2.1 BIDS OF \$25,000 OR LESS**

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

### **2.2 BONDS**

#### **2.2.1 GENERAL REQUIREMENTS**

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

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

And

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

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

## **2.2.2 PERFORMANCE BOND**

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

## **2.2.3 PAYMENT BOND**

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

## **2.3 INSURANCE**

### **2.3.1 GENERAL REQUIREMENTS**

Before commencing this Work under the Contract, and without limiting or diminishing Contractor's obligation to indemnify and hold the County and Agency harmless, the Contractor shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverages during the term of this Contract.

### **2.3.2 WORKERS' COMPENSATION INSURANCE**

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

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

### **2.3.3 COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the premises, or the performance of its obligations hereunder. Policy shall name the County, the Agency, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives as Additional Insured, and contain a Waiver of Subrogation in favor of the Redevelopment Agency for the County of Riverside, and the County of Riverside. Policy limits shall not be less than \$1,000,000 per occurrence combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall also contain

coverage for \$5,000 Medical Payments coverage per accident, per person, and Fire Legal Liability in an amount not less than \$50,000.

#### **2.3.4 VEHICLE LIABILITY:**

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

#### **2.3.5 PROPERTY (PHYSICAL DAMAGE):**

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

#### **2.3.6 COURSE OF CONSTRUCTION INSURANCE**

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

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

#### **GENERAL INSURANCE PROVISION – ALL LINES:**

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager.

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

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

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the Agency's insurance and or deductibles and or self-insured retentions or self-insured programs shall not be construed as contributory.

The Redevelopment Agency for the County of Riverside's Reserved Rights-Insurance. The Redevelopment Agency for the County of Riverside reserves the right to adjust the monetary limits of insurance coverage's during the term of this agreement or any extension thereof-if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

d. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

## **2.4 INDEMNITY AND HOLD HARMLESS**

**2.4.1** Contractor agrees to and shall indemnify and hold the County and Agency, their officers, employees and agents free and harmless from any and all claims, actions, damages and liabilities of whatsoever kind and nature arising from death, personal injury, property damage or other cause asserted or, based upon any negligent act or omission of Contractor, its employees, agents, invitees, or any subcontractor of Contractor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, regardless of the existence or degree of fault or negligence on the part of the Agency, County, or any officer or employee of said County, other than the sole active negligence or willful misconduct of Agency-its Directors and Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives. As part hereto of the foregoing indemnity Contractor agrees to protect and defend at its own expense, including attorneys' fees the County and Agency-its Directors and Officers, Specials Districts, Board of Supervisors, elected officials, employees, agents or representatives from any and all legal action based upon any acts or omissions, as stated hereinabove, by any person or persons.

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

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

**2.4.4** Neither the County nor the Agency shall be liable or responsible for any accident, loss or damage occurring to the Work prior to the completion and Acceptance of same, unless otherwise specifically agreed to at the time of occupancy by the Agency.

## **ARTICLE 3 SITE CONDITIONS**

### **3.1 DIFFERING SITE CONDITIONS**

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

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

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

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

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

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

## **3.2 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

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

**3.2.2** Elsewhere in the Contract Documents reference may be made, graphically, descriptively or both, to the existence or possible existence of other improvements affecting the site and the prosecution of the work such as surface and subsurface utilities, drainage ditches and courses, buildings, fencing, retaining walls, roadways, curbs, trees, shrubs, and similar matters. Such matters are included to be used by Contractor to the extent he deems appropriate. However, it is expressly understood and agreed:

1. Showing or describing such items does not mean that it is an exhaustive and complete presentation and that as to matters shown or described that they necessarily exist.
2. All graphic presentations are schematic only unless the contrary is clearly set out elsewhere as to a particular matter.
3. Whenever in the plans survey markers are shown, boundaries of the site are shown or contour lines are shown, Contractor may assume that such matters are shown in accordance with acceptable standards. All improvements of the nature above described, whether elsewhere shown or described or not, shall, unless the contrary is elsewhere specifically directed, remain in place, undisturbed and suitably protected during the course of the work.
4. Whenever during the course of the work a subsurface improvement is discovered which Contractor believes is unknown to Agency or County, he shall immediately so inform the Consultant and Agency. Except as elsewhere provided, whenever in the course of the work it becomes apparent that the

work cannot proceed without the destruction or relocation of any improvement, whether shown or described or not, Contractor shall immediately cease work affecting such improvements and notify the Consultant and Agency as to such circumstance and await instructions as to how to proceed.

5. All dimensions shown for existing conditions and all dimensions required for work that is to connect with work now in place, shall be verified and calculated by the Contractor by actual measurement of the existing work. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the authorized representative of the Agency before any work affected thereby has been performed. Failure to notify the Agency before starting work will be considered acceptance by the Contractor. Where doubts as to dimensions exist, Agency shall determine the correct dimensions.
6. The Contractor shall be required to cooperate fully with all utility forces or forces of other public agencies engaged in relocation, lowering, altering or otherwise rearranging any facilities interfering with the progress of work or installing any facilities thereon.

The Contractor will also be required to cooperate fully with any Agency, County, or State forces working on or near the project, or requiring access to the work in the performance of their duties.

### **3.3 DIMENSIONS AND MEASUREMENTS**

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

## **ARTICLE 4 SPECIFICATIONS AND DRAWINGS**

### **4.1 GENERAL**

#### **4.1.1 SUBDIVISIONS**

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

#### **4.1.2 RECORD DOCUMENTS**

a. The Contractor will be given one set of drawings and specifications which shall be kept at the site of the Work at all times and updated weekly, and shall give the Agency and Consultant access thereto. Payment may be withheld if drawings are not kept current. Exact locations of all pipes and conduits and all changes in construction and details shall be indicated and dimensions provided upon these drawings, and all changes in materials and equipment installed shall be indicated in these specifications. Upon completion and prior to Acceptance of the Work, two final sets of mylars of project record documents and specifications shall be submitted to the Agency by the Contractor.

b. The working details will indicate dimensions, position, kind of construction, specifications, qualities, and methods. Any Work indicated on the working details and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar work that is detailed, marked, or specified.

c. In case of discrepancy in the documents, the matter shall be promptly submitted to the Agency, who shall make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Agency shall furnish from time to time such detailed information as considered necessary to clarify the Work.

d. Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

e. Standard details or specification drawings are applicable when listed, bound with specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

f. All drawings, specifications and copies thereof furnished to the Contractor are the property of the Agency and shall not be used on other work without its consent. Upon completion of this project, all copies of the drawings and specifications shall be returned to the Agency.

#### **4.2 SUMMARY OF THE ORDER OF THE PROCEDURE**

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

- 1) Modifications or changes last in time are first in precedence.
- 2) Addenda.
- 3) Agency-Contractor agreement.
- 4) General Conditions except for specific modifications thereto stated in the Supplementary Conditions.
- 5) Supplementary Conditions.
- 6) Division One Specifications.
- 7) Division Two through Sixteen Specifications.
- 8) Drawings - as between figured dimensions given on drawings and the scaled measurements, the figured dimension shall govern; as between

large-scale drawings and small-scale drawings, the larger scale shall govern.

- 9) Structural drawings
- 10) Architectural drawings.
- 11) As between detailed drawings and typical details bound within the specifications, the detailed drawings govern.
- 12) In the event provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.
- 13) Schedules shown on the drawings take precedence over conflicting information given on other drawings.
- 14) Mechanical drawings.
- 15) Electrical drawings.

#### **4.3 CLARIFICATIONS/REQUEST FOR INFORMATION AND ADDITIONAL INSTRUCTIONS**

##### **4.3.1 NOTIFICATION BY CONTRACTOR**

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

b. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract Documents for potential conflicts, omissions, discrepancies or ambiguities.

c. Agency may charge back to the Contractor, time and expense associated with RFI's, as may be reasonably determined by the Agency to be unnecessary.

##### **4.3.2 ADDITIONAL DETAILED INSTRUCTIONS**

a. The Agency may furnish additional detailed written instructions on any Request for Information to further explain the Work. If in the opinion of Contractor, the additional detailed instructions constitute work in excess of the scope of the Contract, he must submit written notice thereof immediately to the Agency, but no later than seven (7) calendar days following receipt of such instruction(s), and in any event prior to commencement of work

thereon. The Contractor shall not be entitled to additional compensation due to any additional instructions unless the Contractor shall have given the appropriate written notice. Agency will then consider such notice and, if in its judgment it is justified, the Agency instructions will be revised or extra work shall be authorized by Change Order. In the event of a dispute hereunder, attention is directed to the DISPUTES article.

## **ARTICLE 5 SHOP DRAWINGS AND SUBMITTALS**

### **5.1 SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS AND SCHEDULES**

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

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

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

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

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

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

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

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

## **5.2 SAMPLES**

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

**5.2.2** Each sample shall have a label indicating:

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

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

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

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

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

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

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

### **5.3 SUBSTITUTIONS**

Section 3400 of the Public Contracts Code, which is by this reference incorporated herein with like effect as if here set forth in full.

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

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

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

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

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

## **ARTICLE 6 SCHEDULES**

### **6.1 CONSTRUCTION SCHEDULE**

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

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

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

## **ARTICLE 7 TIME, LIQUIDATED DAMAGES AND EXTENSIONS**

### **7.1 TIME OF WORK**

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

### **7.2 LIQUIDATED DAMAGES**

If the Work is not completed within the time required, damage will be sustained by the Agency. It is and will be impracticable and extremely difficult to ascertain and determine actual damage which Agency will sustain by reason of such delay; and it is therefore agreed that Contractor will pay to Agency the sum of **\$800.00 per day** for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the Agency may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

## **7.3 UNAVOIDABLE DELAYS**

### **7.3.1 TIME EXTENSION**

a. The Contractor will be granted an extension of time for completion of the Work beyond that named in the Contract Documents, for delays which may result through causes beyond the control of the Contractor and which he could not have avoided by the exercise of care, prudence, foresight and diligence. The appropriate extension of time shall constitute full compensation. Costs associated with extended overhead will not be considered.

b. If the Contractor is allowed extensions of time in which to complete the Work equal to the sum of all unavoidable delays, plus any adjustments of contract time due to contract change orders, during such extension of time liquidated damages shall not be charged to the Contractor.

c. Unavoidable delays within the meaning of this section shall be those caused by Acts of God or of the public enemy, fire, epidemics, or strike. There will be no liquidated damages for delays as described within this paragraph.

d. Delays in the performance of parts of the work which may in themselves be unavoidable, but do not necessarily prevent or delay the performance of critical activity(s) while the activity(s) is on the Critical Path, will not be considered as unavoidable delays within the meaning of the contract and shall not be the basis of a claim for delay.

### **7.3.2 WEATHER**

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

### **7.3.3 NOTICE OF DELAYS**

a. Whenever the Contractor foresees any delay in the performance of a Critical Path work activity, and in any event immediately upon the occurrence of any delay which he regards as an unavoidable delay, the Contractor shall notify the Agency in writing of such delay and its cause, in order that the Agency may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby.

b. After the completion of any part or the whole of the Work, the Agency, in calculating the amount due the Contractor, will assume that any and all delays which have occurred have been avoidable delays, except such delays as shall have been called to the

## **8.2 SUPERVISION**

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

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

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

## **8.3 CONDUCT OF WORK**

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

## **8.4 PROTECTION OF WORK & PROPERTY**

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

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

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

**8.4.4** Before final payment remove all surplus materials, false work, temporary structures, debris, and similar matter resulting from his operations from the site and to put the site in an orderly condition.

**8.4.5** Construct, operate, secure, and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by State or municipal laws and regulations and local conditions during the course of the work.

## **8.5 CONTRACTOR'S RESPONSIBILITY FOR WORK**

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

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

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

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

## **8.6 UTILITIES**

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

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

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

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

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

## **8.7 WORKING HOURS**

**8.7.1** All work shall be performed on a calendar day basis during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the

necessary by the Agency, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be placed under cover when so directed.

## **8.9 LAYOUT OF WORK**

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

## **8.10 USE OF PREMISES**

**8.10.1** The Contractor shall maintain the entire premises under his control in an orderly condition. He shall store his apparatus, materials, supplies and equipment in such a manner as will not interfere with the progress of his work or the work of other contractors. The Agency is not liable for the theft or damage to Contractor's or subcontractor's materials and equipment.

## **8.11 OPERATIONS & STORAGE**

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

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

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

## **8.12 HEAT/POWER/LIGHT**

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

- a. Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;

requirements necessary for use by visitors and workers employed at the job site. Such facilities shall be approved by the County and Agency.

### **9.3 RESPONSIBILITY FOR COMPLIANCE WITH CAL-OSHA**

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

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

### **9.4 TOXIC AND HAZARDOUS MATERIALS AND WASTE**

#### **9.4.1 ASBESTOS**

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

#### **9.4.2 TOXIC MATERIALS**

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

#### **9.4.3 LEAD-BASED PAINT**

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

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

#### **9.4.4 HAULING AND DISPOSAL**

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

#### **9.4.5 ASBESTOS PROHIBITED**

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

### **ARTICLE 10 AGENCY/COUNTY-FURNISHED PROPERTY**

#### **10.1 AGENCY/COUNTY -FURNISHED PROPERTY**

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

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

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

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

### **ARTICLE 11 BENEFICIAL OCCUPANCY**

#### **11.1 BENEFICIAL OCCUPANCY**

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

**11.1.2** While the Agency has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to that portion of the Work resulting from the Agency's possession or use. If Contractor believes the partial possession or use by the Agency will delay the progress of the Work or will cause additional expense to the Contractor, Contractor

shall immediately submit a written request for an equitable adjustment in the Contract price or the time of completion. Agency will then consider such request and, if in its judgment it is justified, the Agency will modify the contract in writing accordingly. In the event the Contractor disagrees with the Agency's decision, the Contractor shall be required to submit a claim pursuant to the DISPUTE article.

## **ARTICLE 12 INSPECTION AND TESTING**

### **12.1 INSPECTION AND TESTING**

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

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

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

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

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

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

**12.1.6** If, before Acceptance of the Work, the Agency decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor

shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet Contract requirements, the Agency shall issue a Change Order for such removal and reinstallation.

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

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

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

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

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

## **12.2 INSPECTION BY OTHER JURISDICTIONS**

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

## **12.3 FINAL INSPECTION AND TESTS**

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