

ARTICLE 13 ACCEPTANCE

13.1 ACCEPTANCE OF THE WORK

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

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

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

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

ARTICLE 14 WARRANTY AND GUARANTEES

14.1 CONTRACTOR'S WARRANTY AND GUARANTEE

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

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

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

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

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

14.1.5 The Agency shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days

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

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

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

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

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

ARTICLE 15 ENVIRONMENTAL PROTECTION

15.1 DUST CONTROL

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

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

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County of Riverside, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County of Riverside by the AQMD or other regulatory agencies. The contractor's attention is directed to Section 7-1.01 "Laws to be Observed" of the Standard Specifications. The

cost of all fines levied against the County of Riverside will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

Dust control of all of the Contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.

The Contractor shall furnish and post dust mitigation signs, which shall be, at a minimum, in accordance with the "AQMD Signage Recommendations", attached hereto. Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the engineer prior to fabrication. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley area of Riverside County. That AQMD rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.

Any days on which the Contractor is prevented from working, due to the requirements of AQMD rules, will be considered as non-working days, in accordance with Section 8-1.06 "Time of Completion" of the Standard Specifications.

The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. For projects within the Coachella Valley, the "Reasonably Available Control Measures" may be employed, if effective within the context of the AQMD rules. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

A site-specific fugitive dust control plan shall be submitted to the Consultant and Agency for review and approval at least **10 days** prior to the start of construction. Additionally, for projects outside of the Coachella Valley which meet the criteria for AQMD plan approval, the Contractor shall submit the dust control plan to AQMD for approval. AQMD plan submittal criteria is defined in AQMD Rule 403 as being for projects that will have disturbed surface area in excess of 100 acres, or for projects with a scope of work which requires the movement of more than 10,000 cubic yards of soil on each of any three working days.

A sample plan and other pertinent information is attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the

"Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor's responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.

A completion notice will not be filed, and final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust. **The successful contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer.** Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the "Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

The signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control requirements established by law and described herein, and the enforceability of those requirements.

When the contract includes a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be paid under the Bid Item "Dust Abatement" on a lump sum basis, up to the fixed bid price, for the work performed.

When the contract does not include a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

15.2 EXCESSIVE NOISE

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

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

15.3 POLLUTION CONTROL, CLEANING

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

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

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

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

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

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

16.2 WAGES & RECORDS

16.2.1 WAGE RATES

a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 1st Floor, Riverside, CA 92501-3655, and shall be posted at the job site.

b. It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to Agency, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Agency who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

d. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Agency or County on the Contract.

16.2.2 WAGE RECORDS

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

16.3 NOTICE OF LABOR DISPUTES

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

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

16.4 NONDISCRIMINATION

16.4.1 EQUAL EMPLOYMENT OPPORTUNITY

a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

e. The Contractor agrees that it will assist and cooperate with the Agency, County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the Agency.

16.4.2 HANDICAPPED NON-DISCRIMINATION

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

16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

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

16.4.4 ACCESS TO RECORDS

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

16.4.5 REMEDIES FOR WILLFUL VIOLATION

The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

17.1 SUBCONTRACTORS

17.1.1 A subcontractor is an individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work. In accordance with Section 4104 of the Public Contract Code, each Contractor, in his bid, shall include the name and location of each subcontractor who will perform work or labor, or render

services to the Contractor in or about the Work in an amount in excess of one half of 1% of the Contractor's total bid.

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

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

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

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

17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

17.3 SUBCONTRACTS

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

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

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

ARTICLE 18 TAXES

18.1 SALES AND PAYROLL TAXES

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

ARTICLE 19 CHANGES

19.1 CHANGE ORDER WORK

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

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

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

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

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

19.1.5 If the Agency disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party contests the price or time extension of Change work, or time is of the essence, the Agency may issue a Construction Change Directive and the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.1.20 Quantities are estimates and must be verified by the contractor. If there is a discrepancy between the plans and the bid schedule, the plans prevail. Estimates are plus or minus 10% and adjustments to the contract for amounts over or under the estimate will only be made when the quantity adjustments exceed the 10% threshold. Change Orders shall be established through a mutually agreed upon change order to the work.

19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES

19.2.1 The following are guidelines for preparing change orders:

a. Labor Rates:

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

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by Agency, except for labor insurances specified in this guideline under section 1 titled "LABOR RATES".
- (3) Material cost shall be broken down on a separate sheet, and for those jobs designated as time and material shall be supported by valid invoices from suppliers.
- (4) Hours for non-productive labor, such as non-working foremen or general foremen, shall be paid only when justified in the opinion of the Agency, and approved by the Agency. The total number of nonproductive labor hours shall be limited to a maximum of 15% of the total number of productive labor hours.
- (5) Cost of use of special equipment shall be paid when justified in the opinion of the Agency, and approved by the Agency. Equipment refers to special equipment that is needed to perform that specific job, and does not include the usual tools

customarily required for that trade. Small tools costs are not paid by Agency.

- (6) Material transportation costs are paid by Agency when justified in the opinion of the Agency, and approved by the Agency's authorized representative.
- (7) Overhead, profit and fees on subcontracts, are paid according to the contract.
- (8) No costs other than those designated above shall be paid by Agency. The percentages of overhead and fee allowed with change orders have been established to account for any other direct or indirect costs that might be incurred due to the change order.

19.3 AUDIT

19.3.1 The Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency.

19.3.2 The Contractor shall make available at its office at all reasonable times the materials described in paragraph 19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.

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

ARTICLE 20 PAYMENT

20.1 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
- f. Default of the Contractor in the performance of the terms of the Contract.

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

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

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

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

20.2 FINAL PAYMENT

20.2.1 GENERAL

- a. The Agency shall pay the amount due the Contractor under this Contract after:
 - 1.) The Acceptance of all work and Notice of Completion per the terms of this Contract
 - 2.) Presentation of a properly executed voucher
 - 3.) Release of all liens and Stop Notices
 - 4.) Presentation of release of all claims against the Agency arising by virtue of this Contract, other than claims and disputes in stated amounts that the Contractor has specifically excepted from the operation of the release.

b. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Agency, to indemnify him against any lien.

20.2.2 FINAL CERTIFICATE FOR PAYMENT

a. When the work is ready for acceptance by the Agency, Agency will certify and submit to the Board of Directors a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor.

b. Notice of Completion will be recorded by the Agency upon completion and Acceptance of the Work. Providing no stop notices have been filed, thirty-five (35) calendar days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the Agency shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

a. After Acceptance of Work, the Agency will submit to Contractor a statement of the sum due Contractor under this contract, together with Agency payment in the amount thereof. Said statement shall take into account the contract price, as adjusted by any change orders; amounts already paid; sums to be withheld for incomplete work; liquidated damages; and for any other cause under the Contract.

b. The Contractor shall, from the effective date of Acceptance until the expiration of four years after final settlement under this Contract, preserve and make available to the Agency, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

ARTICLE 21 SUSPENSION OF WORK/TERMINATION

21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

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

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

21.2 TERMINATION

21.2.1 TERMINATION FOR BREACH

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

21.2.2 TERMINATION FOR CONVENIENCE

a. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable standards and the plans and specifications, then the Agency may, without prejudice to any other right or remedy, terminate the Contract.

b. The Agency may terminate performance of work under this Contract in whole or in part, if the Agency determines that a termination is in the Agency's interest. The Agency shall terminate by delivering to the Contractor a Notice to Terminate specifying the extent of termination and the effective date.

c. After receipt of such Notice, and except as directed by the Agency, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete any continued portion of the Contract.
- (3) To terminate all subcontracts to the extent they relate to the work terminated.

- (4) With approval or ratification to the extent required by the Agency, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (5) As directed by the Agency, transfer title and deliver to the Agency (1) the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and (2) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Agency.
- (6) Complete performance of work not terminated.
- (7) Take any action that may be necessary, or that the Agency may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.
- (8) Use its best efforts to sell, as directed or authorized by the Agency, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the Agency. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Agency under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Agency.

d. After termination, the Contractor shall submit a final termination settlement proposal to the Agency in the form and with the certification prescribed by the Agency. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the Agency may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

e. Subject to subparagraph (2) above, the Contractor and the Agency may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:

- (1) The amount of payments previously made
- (2) The contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.

f. If the Contractor and Agency fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Agency shall pay the Contractor the amounts determined as follows:

- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:
 - (i) The cost of this work
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above
 - (iii) A sum, as profit on (i) above, determined by the Agency to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Agency shall allow no profit under this subdivision (iii).
- (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data
 - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

g. Except for normal spoilage, the Agency shall exclude from the amounts payable to the Contractor the fair value, as determined by the Agency, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.

h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the Agency.

i. In arriving at the amount due the Contractor, there shall be deducted:

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract
- (2) Any claim which the Agency has against the Contractor under this Contract
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Agency.

j. If the termination is partial, the Contractor may file a proposal with the Agency for a Change Order of the price(s) of the continued portion of the Contract. The Agency shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the Agency.

k. The Agency may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Agency believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Agency upon demand, together with interest.

l. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Agency, State and or the U.S. Government or their representatives at all reasonable times, without any direct charge.

ARTICLE 22 DISPUTES/CLAIMS

22.1 CLAIMS RESOLUTION

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

- a. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- b. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. Of additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

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

22.2 CLAIM FORMAT/REQUIREMENTS

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

- a. Summary of claim merit and price plus clause under which the claim is made.
- b. List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (RFIS)
 - (d) Schedules
 - (e) Other
- c. Chronology of events and correspondence
- d. Analysis of claim merit

- e. Analysis of claim cost
- f. Analysis of Time in CPM format
- g. Cover letter and certification (form included herein)

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

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

22.3 NOTICE OF THIRD PARTY CLAIMS

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

SPECIAL PROVISIONS

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 **4 individual plan sets**, titled:

- 1. Street Improvement**
- 2. Signing and Striping**
- 3. Street Lighting (Location Only)**
- 4. Street Lighting Construction Plan**

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 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 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 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. "Economic Development Agency, 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 therefor.

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

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.stonnwatertaskforce.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 31st.

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 reinstate 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-	1-800-422-4133
Southern California (USA)			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 ^a	1	-	-	-	-	-	-
0.24' through 0.44'	2 ^b	0.10'	0.21'	0.14'	0.23'	-	-
0.45' or more ^c	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 % ^a	T44	99	99	99
Viscosity at 135°C, ^b 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 ^d , 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 ^e 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 ^c 5000	28 ^c 5000	34 ^c 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:

- 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."
- 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.
- Test the sample at 3°C higher if it fails at the specified test temperature. G*·sin(delta) shall remain 5000 kPa maximum.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- "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/tie-in, 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) 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.

The Contractor shall also be responsible for obtaining County encroachment permit for lighting related construction, if needed.

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 and 6 mil plastic sheeting 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 for 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 and 6 mil plastic sheeting 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 (CRS) 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 and 6 mil plastic sheeting 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 (CRS) 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 and 6 mil plastic sheeting 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 (CRS) 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 and 6 mil plastic sheeting 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 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 (CRS) 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 and 6 mil plastic sheeting 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 (CRS) 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.

Detectable warning surface shall be ADA compliant.

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 Sidewalk and Install Detectable Warning Surface

The contractor shall modify sidewalk and install detectable warning surface, 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.

Detectable warning surface shall be ADA compliant.

The Contract unit price paid per Each to Modify Sidewalk 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 – Relocate/Replace Existing Chain Link Fence in Kind

The contractor shall relocate/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 Relocate/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 temporarily 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 Median Type "D" Curb

The Contractor will be responsible for the removal of the existing median type "d" curb 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 median type "d" curb will become the property of the contractor and shall be disposed off from the project site.

Removal of the existing median type "d" curb shall include parkway excavation. Subgrade to be compacted set for new aggregate base and asphalt concrete.

The Contract unit price paid per Linear Foot to Remove Existing Median Type "D" 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.

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 - Paint 4" Traffic Stripe (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 and 2.12.

The Contract unit price paid per Linear Foot for 4" Traffic Stripe (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 35 - 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 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 and Post

The contractor shall install roadside sign and post furthermore 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 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 and no additional compensation will be allowed therefor.

Bid Item 38 - Install Roadside Sign Panel

The contractor shall install roadside sign panel 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 Panel 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 39 - Relocate Existing Roadside Sign and Install New Post

The contractor shall relocate existing roadside sign and install new post 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 Existing Roadside Sign and Install New Post 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 - Remove Existing Roadside Sign and Post

The Contractor will be responsible to remove existing roadside sign and post 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 Existing Roadside Sign 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 and no additional compensation will be allowed therefor.

Bid Item 41 - 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 42 – 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 43 - 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.



6465 Marindustry Place
San Diego, CA 92121
License No. 750542A/B

FORWARDING & RETURN POSTAGE GUARANTEED

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

SEALED BID RECEIVED
CLERK OF THE BOARD OF SUPERVISORS

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2011 JUN 22 PM 4:50



6465 Marindustry Place
San Diego, CA 92121
License No. 750542A/B
C-31 6866130/12

FORWARDING & RETURN POSTAGE GUARANTEED

SEALED BID FOR:

Thermal Town Street Improvement Project
In Thermal Area of Riverside County
Project No. MS4227

Due Date:

Wednesday, June 22, 2011 at 2:00 PM

**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.

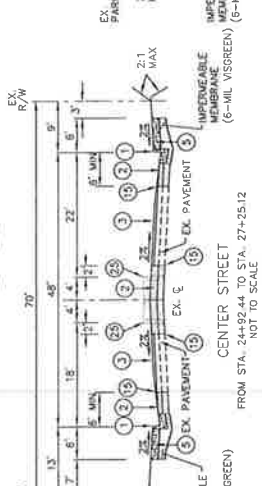
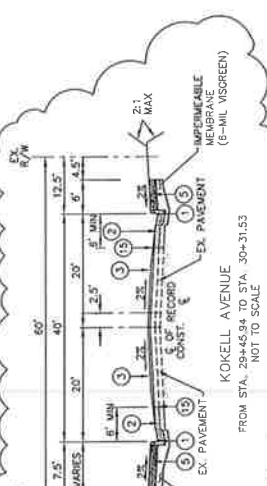
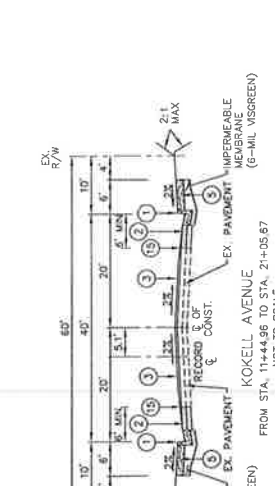
Bidder: GRANITE CONSTRUCTION COMPANY

Date: 6/21/11

By: [Signature]
(Bidder's Authorized Representative)
JOSEPH P. RICHARDSON
Title: CONSTRUCTION MANAGER

- ① CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. PLAN NO. 200 & 401.
- ② CONSTRUCT 0.30' THICK A.C. PAVT. ON 0.54' CLASS II BASE.

- ① CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. PLAN NO. 200 & 401.
- ② CONSTRUCT 0.30' THICK A.C. PAVT. ON 0.54' CLASS II BASE.



DIAL BEFORE YOU DIG

DIG ALERT

NO WORKING DAYS BEFORE YOU DIG

1-800-237-2600

TOLL FREE

A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



ENGINEERING COMPANY

 **KOA CORPORATION**

PLANNING & ENGINEERING
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Ontario, California 91774

Tel: (909) 880-9692 Fax: (909) 890-0594

PREPARED BY: **MULSB. AMINT.**

SCALE: _____ DATE: _____

BENCHMARK:	
USGS BENCHMARK ID #0037L	
ELEVATION = 104.81	
NAD83 1988	
MCS ADJUSTMENT 1991	
FRONT	SCALE
5-18-11	PC NONE v. NONE

EDA	WOJ5100019
-----	------------

44227	IP 090945
12/21/77	SHEET NO. 3
15	CAD FILE NAME RD-03
	OF 17 SHEETS

44227	IP 090945
12/21/77	SHEET NO. 3
15	CAD FILE NAME RD-03
	OF 17 SHEETS



**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

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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, 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

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: _____

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

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: GRANITE 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. DNE (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	152,133. ⁵⁰	152,133. ⁵⁰
2	074020	WATER POLLUTION CONTROL	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	26,400. ⁰⁰	26,400. ⁰⁰
4	160101	CLEARING AND GRUBBING (INCLUDING TRIMMING OF TREES AND BUSHES)	LS	1	50,000. ⁰⁰	50,000. ⁰⁰
5	731504	MINOR CONCRETE (CURB AND GUTTER) TYPE A-6	LF	10,850	22. ⁰⁰	238,700. ⁰⁰
6	390102	ASPHALT CONCRETE TYPE A	TON	1,600	82. ⁰⁰	131,200. ⁰⁰
7	260201	CLASS 2 AGGREGATE BASE	CY	1,425	115. ⁰⁰	163,875. ⁰⁰
8	153112	ASPHALT CONCRETE PAVEMENT OVERLAY (.17' DEPTH MIN.)	SQYD	34,000	10. ⁰⁰	340,000. ⁰⁰
9	153103	CONSTRUCT 50' HEADER GRIND	SQFT	19,400	0. ⁶⁰	11,640. ⁰⁰
10	731521	MINOR CONCRETE SIDEWALK (CONSTRUCT 6" THICK SIDEWALK)	CY	925	380. ⁰⁰	351,500. ⁰⁰
11	017315	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE A)	EA	12	1,500. ⁰⁰	18,000. ⁰⁰
12	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE B)	EA	3	1,000. ⁰⁰	3,000. ⁰⁰
13	017316	MINOR CONCRETE (CURB RAMP) (CRS 403) (CASE C)	EA	5	1,000. ⁰⁰	5,000. ⁰⁰
14	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	86	1,100. ⁰⁰	94,600. ⁰⁰
15	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 213)	EA	3	1,100. ⁰⁰	3,300. ⁰⁰
16	731516	MINOR CONCRETE (ALLEY APRON) (CRS 500)	EA	3	2,000. ⁰⁰	6,000. ⁰⁰
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	7,000	10. ⁰⁰	70,000. ⁰⁰
18	017315	MODIFY CURB RAMP AND INSTALL DETECTABLE WARNING SURFACE	EA	15	300. ⁰⁰	4,500. ⁰⁰
19	017315	MODIFY SIDEWALK AND INSTALL DETECTABLE WARNING SURFACE	EA	1	400. ⁰⁰	400. ⁰⁰
20	152440	ADJUST SEWER AND UTILITY MANHOLE TO FINAL GRADE	EA	34	1,300. ⁰⁰	44,200. ⁰⁰
21	152452	ADJUST VAULT/ VALVE/ METER/ PEDESTAL/ FIRE HYDRANT TO FINAL GRADE	EA	100	600. ⁰⁰	60,000. ⁰⁰
22		RESET EXISTING BARB WIRE FENCE AND POST	LF	1,300	6. ⁰⁰	7,800. ⁰⁰
23		RESTORE EXISTING LANDSCAPING	LF	200	20. ⁰⁰	4,000. ⁰⁰
24	801900	RELOCATE/ REPLACE EXISTING CHAIN LINK FENCE IN KIND	LF	2,050	36. ⁰⁰	73,800. ⁰⁰
25	152370	RELOCATE AND/OR MODIFY EXISTING MAIL BOX	EA	8	400. ⁰⁰	3,200. ⁰⁰
26	152410	RELOCATE VAULT/ VALVE/ PEDESTAL	EA	4	1,300. ⁰⁰	5,200. ⁰⁰
27	152394	RELOCATE EXISTING SIGN STRUCTURE	EA	1	2,500. ⁰⁰	2,500. ⁰⁰
28	153239	REMOVE EXISTING CURB AND GUTTER	LF	500	6. ⁰⁰	3,000. ⁰⁰
29	153218	REMOVE EXISTING MEDIAN TYPE "D" CURB	LF	2,000	4. ⁰⁰	8,000. ⁰⁰
30	153246	REMOVE EXISTING CONCRETE BLOCK WALL	LF	300	8. ⁰⁰	2,400. ⁰⁰
31	160120	REMOVE EXISTING TREES	EA	48	600. ⁰⁰	28,800. ⁰⁰

**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	1.00	910.00
33	840504	PAINT 4" TRAFFIC STRIPE	LF	60	1.00	60.00
34	840501	PAINT 4" TRAFFIC STRIPE (WITH RPM'S)	LF	5,100	1.00	5,100.00
35	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	3,261	3.50	11,413.50
36	597401	PAINT RED CURB	LF	500	1.00	500.00
37	568023	INSTALL ROADSIDE SIGN AND POST	EA	38	220.00	8,360.00
38	568017	INSTALL ROADSIDE SIGN PANEL	EA	33	80.00	2,640.00
39		RELOCATE EXISTING ROADSIDE SIGN AND INSTALL NEW POST	EA	8	180.00	1,440.00
40	151281	REMOVE EXISTING ROADSIDE SIGN AND POST	EA	25	50.00	1,250.00
41	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1	102,000.00	102,000.00
42	190101	REMOVE 6" DIA. ABANDONED WATER PIPE	LF	500	22.00	11,000.00
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	7.00 +10.00 NVS	50,400.00 ~~72,000.00~~ NVS
45		REMOVE AND REPLACE EXISTING CURB AND GUTTER AS DIRECTED BY FIELD ENGINEER	LF	3,000	26.00 30.00 NVS	78,000.00 ~~90,000.00~~ NVS
46		REMOVE AND REPLACE EXISTING SIDEWALK AS DIRECTED BY FIELD ENGINEER	SQFT	5,000	6.00 7.00 NVS	30,000.00 ~~45,000.00~~ NVS
PROJECT TOTAL ITEMS 1-46		TWO MILLION - TWO HUNDRED SEVENTY EIGHT THOUSAND - SEVEN HUNDRED TWENTY TWO DOLLARS AND ZERO CENTS				\$2,278,722.00
"Words"						

BIDDER DATA:

Name of Bidder GRANITE CONSTRUCTION COMPANY

Type of Organization Corporation

Person(s) Authorized to Sign for Bidder See Attached Certificate of Secretary

Address P.O. Box 50085, Watsonville, CA 95077-5085

585 West Beach Street, Watsonville, CA 95076

Phone 831-724-1011

Contractor's License A, B
Type & Number

Expiration Date 5/31/13

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>
32-40	Crisp Company	Bloomington, CA	374600
4(P), 28-31	D. S.V. Land Clearing Company NUS	San Dimas, CA	759306
41	Sierra Pacific Electrical	Riverside, CA	264048
22, 24	Ace Fence Company	La Puente, CA	801674
5(P), 10-17 (P), 44-46(P)	Innovative Inc.	Quartz Hill, CA NUS	720938

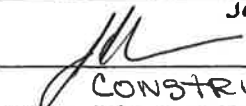
Percent of work to be performed by sub-contractors: 33.9%

(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.

GRANITE CONSTRUCTION COMPANY

JOSEPH P. RICHARDSON


CONSTRUCTION
TITLE Manager

"Contractor"

EXHIBIT 1

AUTHORIZED SIGNERS **Granite Construction Company** **Southern California Area**

DESIGNATED SIGNERS

Patrick C. Kelly, Area Manager
David A. Donnelly, Area Manager
Brad J. Williams, Manager of Construction
Gary Spinetti, Regional Manager of Construction
John P. Douglas, Chief Estimator
Jeff J. Mercer, Area Manager
Dave P. Lowry, Business Manager
Mark A. Chalfa, San Diego Construction Manager
Joseph P. Richardson, Palm Springs Area Construction Manager

ATTESTORS

Patrick C. Kelly, Area Manager
David A. Donnelly, Area Manager
Brad J. Williams, Manager of Construction
Gary Spinetti, Regional Manager of Construction
John P. Douglas, Chief Estimator
Joseph P. Richardson, Construction Manager
Jeff J. Mercer, Area Manager
Dave P. Lowry, Business Manager
Mark A. Chalfa, San Diego Construction Manager

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2011 through December 31, 2011, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Terry K. Eller, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of a resolution duly adopted effective January 1, 2011 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Sections 9 and 15 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 14, 2011


Terry K. Eller

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, Terry K. Eller, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on May 20, 2011 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that, effective May 20, 2011, the below listed individuals are authorized to execute documents and agreements in connection with the operations of this Company :

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Philip M. DeCocco	Vice President of Human Resources & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Terry K. Eller	Vice President, General Counsel, Corporate Compliance Officer & Secretary
Ronald L. Gatto	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Thomas M. Bodeman	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided herein is subject to the limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect as of May 20, 2011.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED FURTHER, that, effective May 20, 2011, the below listed individuals are authorized to attest documents and agreements in connection with the operations of the Company:

James H. Roberts	President & CEO
Laurel J. Krzeminski	Vice President, CFO & Assistant Secretary
Michael F. Donnino	Senior Vice President, Group Manager & Assistant Secretary
Thomas S. Case	Vice President, Group Manager & Assistant Secretary
John A. Franich	Vice President, Group Manager & Assistant Secretary
Philip M. DeCocco	Vice President of Human Resources & Assistant Secretary
Jigisha Desai	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Terry K. Eller	Vice President, General Counsel, Corporate Compliance Officer & Secretary
Ronald L. Gatto	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kent H. Marshall	Vice President, Director of Business Development & Assistant Secretary
Jay L. McQuillen, Jr.	Vice President, Group Manager & Assistant Secretary
Scott D. Wolcott	Vice President of Land and Quarry
Thomas M. Bodeman	Director of Corporate Taxation and Assistant Secretary
Richard A. Watts	Assistant General Counsel, Group Counsel & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Heather J. Lenhardt	Group Counsel & Assistant Secretary

Dated: May 20, 2011



Terry K. Eller



Department of
Consumer
Affairs

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **89**

Entity **CORP**

Business Name **GRANITE CONSTRUCTION COMPANY**

Classification(s) **C36 C10 A B C57 C-2 C-8 C12
C21 C27 C29 C35 C42 C45 C39
C50 C51 C31**

Expiration Date **05/31/2013**

www.cslb.ca.gov



N/A

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

N/A

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

JOSEPH P. RICHARDSON

declares as follows:

That he or she is CONSTRUCTION MANAGER of

GRANITE 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 22nd **(day) of** June **(month),** 2011 **(year)**

at INDIO, **California**

Signature of affiant:


JOSEPH P. RICHARDSON

Note: Notarization of signature required

See Attached Jurat...

JURAT

STATE OF CALIFORNIA }
 }
COUNTY OF Riverside

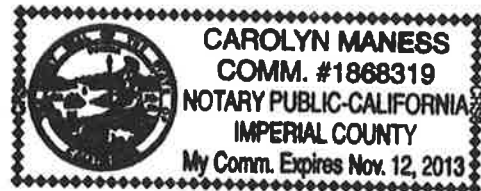
Subscribed and sworn to (or affirmed) before me on

this 22nd day of June, 2011,

by Joseph P. Richardson

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

By: Carolyn Maness (Seal)
Signature of Notary Public



BID BOND

Recitals:

1. GRANITE 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 6/22/11 6/16/11 .
2. FEDERAL INSURANCE COMPANY an Indiana corporation, hereafter called 'Surety', is the surety of this Bond.

Agreement:

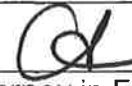
We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

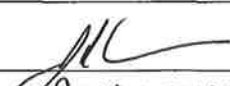
1. The amount of the obligation of this bond is 10% of the amount of the Contractor's Proposal, including bid alternates, and inures to the benefit of Owner.
2. This Bond is exonerated by (1) Owner rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the 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: 6/14/11

FEDERAL INSURANCE COMPANY

GRANITE CONSTRUCTION COMPANY

By  Cynthia P. Johnson
Title: Attorney in Fact
"Surety"

By  JOSEPH P. RICHARDSON
Title: Construction Manager
"Contractor"

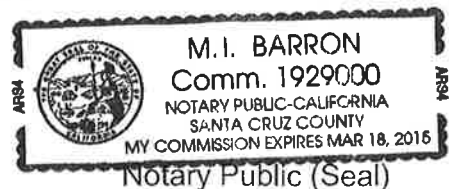
STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

} ss. SURETY'S ACKNOWLEDGEMENT

On 6/14/11 before me, M.I. Barron, Notary Public
personally appeared, Cynthia P. Johnson, Attorney-in-Fact 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.

M.I. Barron
Signature of Notary Public M.I. Barron, Notary Public



Note: All signatures must be notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

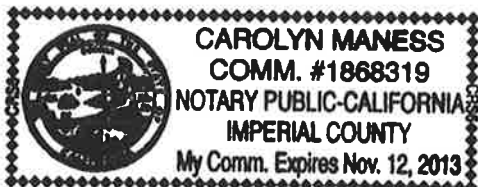
State of California

County of RIVERSIDE

On June 22, 2011 before me, Carolyn Maness, Notary

personally appeared Joseph P. Richardson

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.



Place Notary Seal Above

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 Carolyn Maness

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John Gilliland, Cynthia P. Johnson, Kathleen Schreckengost, Ananya Mukherjee and Eve Perez of Watsonville, California**-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **17th day of December, 2009**


Kenneth C. Wendel, Assistant Secretary

STATE OF NEW JERSEY

SS.

County of Somerset

On this, **17th** day of **December, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

6/14/11




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

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)

PERFORMANCE BOND

Recitals:

1. _____ (Contractor) intend to enter into an Agreement with REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Owner) for construction of public work known as the Thermal Town Street Improvement Project.
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$_____ and inures to the benefit of Owner.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of Owner resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____

By _____

By _____

By _____

Type Name _____
Its Attorney in Fact
"Surety"

Title _____
"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

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

By _____

Surely

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 S1-020.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/

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, Special 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

attention of the Agency at the time of their occurrence and found by the Agency to have been unavoidable as substantiated by a change order. The Contractor shall make no claims that any delay not called to the attention of the Agency in writing at the time of its occurrence has been an unavoidable delay.

7.4 REQUEST FOR TIME EXTENSION

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

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

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

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

ARTICLE 8 PERFORMANCE

8.1 SUPERVISION & CONSTRUCTION PROCEDURES

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

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

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

8.2 SUPERVISION

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

8.2.2 The Contractor shall employ, during the progress of the Work, a competent Project Superintendent and any necessary assistants, as approved by the Agency. The Project Superintendent shall not be changed except with the consent of the Authorized Representative of Agency, unless the Superintendent proves to be unsatisfactory to the Contractor or ceases to be in 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

Contractor of his own volition outside such established working hours shall be at no additional expense to the Agency and without Agency approval.

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

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

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

8.8 MATERIAL & EQUIPMENT

8.8.1 Materials, equipment, and articles incorporated into the Work shall be new and of equal quality to the types and grades specified. When not particularly specified, the Contractor shall submit for approval satisfactory evidence as to the kind and quality of material. See SUBSTITUTION provision 5.3 concerning "or equal" requirements and procedure for submitting alternative material, articles, or equipment. Contractor agrees to submit bid proposal for the Engineer's established materials and quantity plus ten percent (10%).

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

8.8.3 Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials shall be reasonably accessible for inspection. When considered

necessary by the Agency, stored materials shall be placed on wooden platforms or on other hard, clean surfaces and not directly on the ground, and shall be placed under cover when so directed.

8.9 LAYOUT OF WORK

8.9.1 The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the Work. The Contractor shall be responsible for executing the Work to the lines and grades that may be established or indicated in the Contract Documents. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the 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;

- b. Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material;
- c. Provide electric power and light as required for performance of the Work.

8.13 CLEANING UP

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

ARTICLE 9 SAFETY & HEALTH

9.1 ACCIDENT PREVENTION

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

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

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

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

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

9.2 SANITARY FACILITIES

9.2.1 Contractor shall supply and maintain at its expense such toilets and other sanitary facilities including those which are accessible by the disabled as per ADA and Title 24

requirements necessary for use by visitors and workers employed at the job site. Such facilities shall be approved by the 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.

ARTICLE 13 ACCEPTANCE

13.1 ACCEPTANCE OF THE WORK

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

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

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

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

ARTICLE 14 WARRANTY AND GUARANTEES

14.1 CONTRACTOR'S WARRANTY AND GUARANTEE

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

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

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

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

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

14.1.5 The Agency shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days

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

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

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

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

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

ARTICLE 15 ENVIRONMENTAL PROTECTION

15.1 DUST CONTROL

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

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

The Contractor is cautioned that failure to control fugitive dust may result in fines being levied by the South Coast Air Quality Management District to both the Contractor and the County of Riverside, as owner. The Contractor shall be fully responsible for payment of all fines pertaining to air pollution control violations, resulting from Contractor's operations related to the construction contract, which may be levied against both the Contractor and the County of Riverside by the AQMD or other regulatory agencies. The contractor's attention is directed to Section 7-1.01 "Laws to be Observed" of the Standard Specifications. The

cost of all fines levied against the County of Riverside will be deducted from any moneys due or which may become due to the Contractor, unless other payment arrangements are made by the Contractor.

Dust control of all of the Contractor's operations is required 24 hours per day, 7 days a week for the duration of the contract, and until the disturbed soil is permanently stabilized. The Contractor shall take every precaution to prevent emissions of fugitive dust from the project site, from locations of stockpiled materials, from unpaved driving surfaces, from haul vehicles, from inactive construction areas, and from all other operations of the Contractor. The Contractor shall plan for and carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or which constitute a public nuisance, or which cause harm to persons living or working in the vicinity of the work. Of particular concern are emissions of PM10 particles, which are fine particulate matter of 10 microns or less and which are associated with sickness and death from respiratory disease.

The Contractor shall furnish and post dust mitigation signs, which shall be, at a minimum, in accordance with the "AQMD Signage Recommendations", attached hereto. Additional copies are available upon request from the Engineer. The sign shall include the Contractor's phone number which shall be maintained on a 24 hour basis. The sign message, size and design, including any deviations from the signage recommendations, shall be approved by the engineer prior to fabrication. The Contractor shall respond to complaints by mobilizing equipment and personnel at the construction site within 2 hours of each complaint to control fugitive dust.

Attention is directed to AQMD Rule 403.1, which applies to all contracts within the Coachella Valley area of Riverside County. That AQMD rule requires the Contractor to take specified dust control actions when prevailing wind speeds exceed 25 miles per hour. Wind forecasts, AQMD Rules and other related information are provided by AQMD at 1-800-CUT-SMOG and at www.aqmd.gov.

Any days on which the Contractor is prevented from working, due to the requirements of AQMD rules, will be considered as non-working days, in accordance with Section 8-1.06 "Time of Completion" of the Standard Specifications.

The Contractor shall utilize the "Best Available Control Measures" of controlling fugitive dust, as prepared by the AQMD. For projects within the Coachella Valley, the "Reasonably Available Control Measures" may be employed, if effective within the context of the AQMD rules. However, if fugitive dust crosses the project boundary, more effective control measures, including the "Best Available Control Measures" shall be implemented.

A site-specific fugitive dust control plan shall be submitted to the Consultant and Agency for review and approval at least **10 days** prior to the start of construction. Additionally, for projects outside of the Coachella Valley which meet the criteria for AQMD plan approval, the Contractor shall submit the dust control plan to AQMD for approval. AQMD plan submittal criteria is defined in AQMD Rule 403 as being for projects that will have disturbed surface area in excess of 100 acres, or for projects with a scope of work which requires the movement of more than 10,000 cubic yards of soil on each of any three working days.

A sample plan and other pertinent information is attached, and additional copies are available from the Engineer upon request. The fugitive dust control plan shall include the

"Reasonably Available Control Measures" and "Best Available Control Measures" of controlling fugitive dust, as may be appropriate and necessary, including but not limited to watering, application of chemical dust suppressants, wind fencing, covering of haul vehicles, haul vehicle bed-liners, covering or chemically stabilizing stored materials, phased grading, planting of vegetation, the use of a 24 hour environmental observer, and track-out controls at locations where unpaved construction accesses intersect with paved roads. The use of chemical stabilizers, which are approved by all environmental regulatory agencies, and the use of reclaimed water is encouraged. If water is intended as a primary dust control tool, the dust control plan shall provide for at least one 2,000 gallon water truck for every 4 acres of disturbed soil, unless otherwise approved by the Engineer.

If the Construction Engineer determines that the project scope and the forecasted weather conditions are such that the Contractor's work is unlikely to be a source of dust emissions, the Construction Engineer has the authority to waive the requirements for submittal of a dust control plan and for placement of the dust control signs described herein. However, the Contractor's responsibilities for the control of fugitive dust and the other requirements of this section may not be waived.

A completion notice will not be filed, and final payment will not be made to the Contractor until the areas of disturbed soil on the construction site, including roadway shoulders, are suitably stabilized for long term control of fugitive dust. **The successful contractor shall attend an AQMD PM10 Dust Control Program training session, and furnish evidence of attendance to the Engineer.** Attendance at AQMD training seminars can be scheduled through AQMD at 1-866-861-DUST (1-866-861-3878) or by email to dustcontrol@aqmd.gov. Current AQMD certification of previous attendance will be accepted. At that training session, the successful Contractor will be furnished with the AQMD prepared Rule 403 and Rule 403.1 implementation handbooks, which include the "Best Available Control Measures" and "Reasonably Available Control Measures", and other associated information, including a listing of suggested dust control related devices, materials and chemicals.

The signature of the Contractor on the Proposal constitutes acknowledgement by the Contractor of the dust control requirements established by law and described herein, and the enforceability of those requirements.

When the contract includes a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be paid under the Bid Item "Dust Abatement" on a lump sum basis, up to the fixed bid price, for the work performed.

When the contract does not include a bid item for Dust Abatement, full compensation for conformance with these dust abatement requirements, including labor, equipment, materials, developing water supply and incidentals, shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

15.2 EXCESSIVE NOISE

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

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

15.3 POLLUTION CONTROL, CLEANING

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

ARTICLE 16 EMPLOYMENT PRACTICES

16.1 QUALIFICATIONS FOR EMPLOYMENT AND APPRENTICESHIP STANDARDS

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

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

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

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

16.2 WAGES & RECORDS

16.2.1 WAGE RATES

a. Pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of workman needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and available upon request at the Clerk of the Board, Board of Supervisors, 4080 Lemon St., 1st Floor, Riverside, CA 92501-3655, and shall be posted at the job site.

b. It shall be mandatory upon the Contractor and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed in the execution of the Contract. It is further expressly stipulated that the Contractor shall, as a penalty to Agency, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by him or by any subcontractor under him; and Contractor agrees to comply with all provisions of Section 1770 et. seq. of the Labor Code.

c. In case it becomes necessary for the Contractor or any sub-contractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, the Contractor shall immediately notify the Agency who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish the Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

d. The Agency will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the Agency or County on the Contract.

16.2.2 WAGE RECORDS

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

16.3 NOTICE OF LABOR DISPUTES

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

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

16.4 NONDISCRIMINATION

16.4.1 EQUAL EMPLOYMENT OPPORTUNITY

a. Contractor agrees for the duration of this Contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

c. The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

d. The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

e. The Contractor agrees that it will assist and cooperate with the Agency, County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

f. In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part by the Agency.

16.4.2 HANDICAPPED NON-DISCRIMINATION

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

16.4.3 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM

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

16.4.4 ACCESS TO RECORDS

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

16.4.5 REMEDIES FOR WILLFUL VIOLATION

The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Sections 12900, et seq.

ARTICLE 17 SUBCONTRACTING

17.1 SUBCONTRACTORS

17.1.1 A subcontractor is an individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the Work. In accordance with Section 4104 of the Public Contract Code, each Contractor, in his bid, shall include the name and location of each subcontractor who will perform work or labor, or render

services to the Contractor in or about the Work in an amount in excess of one half of 1% of the Contractor's total bid.

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

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

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

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

17.2 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

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

17.3 SUBCONTRACTS

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

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

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

ARTICLE 18 TAXES

18.1 SALES AND PAYROLL TAXES

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

ARTICLE 19 CHANGES

19.1 CHANGE ORDER WORK

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

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

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

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

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

19.1.5 If the Agency disagrees with the proposal submitted by Contractor, it will notify the Contractor in writing and the Contractor may elect to proceed under the DISPUTE article of this Contract, or, in the event either party contests the price or time extension of Change work, or time is of the essence, the Agency may issue a Construction Change Directive and the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.1.20 Quantities are estimates and must be verified by the contractor. If there is a discrepancy between the plans and the bid schedule, the plans prevail. Estimates are plus or minus 10% and adjustments to the contract for amounts over or under the estimate will only be made when the quantity adjustments exceed the 10% threshold. Change Orders shall be established through a mutually agreed upon change order to the work.

19.2 CHANGE ORDERS AND LABOR RATES GUIDELINES

19.2.1 The following are guidelines for preparing change orders:

a. Labor Rates:

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

b. Change Orders:

- (1) Change orders shall be prepared in accordance with the project contract.
- (2) No insurance costs are paid by Agency, except for labor insurances specified in this guideline under section 1 titled "LABOR RATES".
- (3) Material cost shall be broken down on a separate sheet, and for those jobs designated as time and material shall be supported by valid invoices from suppliers.
- (4) Hours for non-productive labor, such as non-working foremen or general foremen, shall be paid only when justified in the opinion of the Agency, and approved by the Agency. The total number of nonproductive labor hours shall be limited to a maximum of 15% of the total number of productive labor hours.
- (5) Cost of use of special equipment shall be paid when justified in the opinion of the Agency, and approved by the Agency. Equipment refers to special equipment that is needed to perform that specific job, and does not include the usual tools

customarily required for that trade. Small tools costs are not paid by Agency.

- (6) Material transportation costs are paid by Agency when justified in the opinion of the Agency, and approved by the Agency's authorized representative.
- (7) Overhead, profit and fees on subcontracts, are paid according to the contract.
- (8) No costs other than those designated above shall be paid by Agency. The percentages of overhead and fee allowed with change orders have been established to account for any other direct or indirect costs that might be incurred due to the change order.

19.3 AUDIT

19.3.1 The Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency.

19.3.2 The Contractor shall make available at its office at all reasonable times the materials described in paragraph 19.3.1 above, for examination, audit, or reproduction, until 4 years after final payment under this Contract.

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

ARTICLE 20 PAYMENT

20.1 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Delays in progress toward completion of the work, with the stipulated amount of liquidated damages being withheld for each day of delay for which no extension is granted.
- f. Default of the Contractor in the performance of the terms of the Contract.

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

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

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

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

20.2 FINAL PAYMENT

20.2.1 GENERAL

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

20.2.2 FINAL CERTIFICATE FOR PAYMENT

a. When the work is ready for acceptance by the Agency, Agency will certify and submit to the Board of Directors a Notice of Completion. Upon approval of the Notice of Completion, a copy will be sent to the Contractor.

b. Notice of Completion will be recorded by the Agency upon completion and Acceptance of the Work. Providing no stop notices have been filed, thirty-five (35) calendar days after filing of such Notice of Completion, payment due under the contract will become due to the Contractor and the Agency shall so certify authorizing the final payment.

20.2.3 FINAL PAYMENT

a. After Acceptance of Work, the Agency will submit to Contractor a statement of the sum due Contractor under this contract, together with Agency payment in the amount thereof. Said statement shall take into account the contract price, as adjusted by any change orders; amounts already paid; sums to be withheld for incomplete work; liquidated damages; and for any other cause under the Contract.

b. The Contractor shall, from the effective date of Acceptance until the expiration of four years after final settlement under this Contract, preserve and make available to the Agency, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

ARTICLE 21 SUSPENSION OF WORK/TERMINATION

21.1 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS

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

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

21.2 TERMINATION

21.2.1 TERMINATION FOR BREACH

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

21.2.2 TERMINATION FOR CONVENIENCE

a. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an Act of God, in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable standards and the plans and specifications, then the Agency may, without prejudice to any other right or remedy, terminate the Contract.

b. The Agency may terminate performance of work under this Contract in whole or in part, if the Agency determines that a termination is in the Agency's interest. The Agency shall terminate by delivering to the Contractor a Notice to Terminate specifying the extent of termination and the effective date.

c. After receipt of such Notice, and except as directed by the Agency, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete any continued portion of the Contract.
- (3) To terminate all subcontracts to the extent they relate to the work terminated.

- (4) With approval or ratification to the extent required by the Agency, settle all outstanding liabilities and termination settlement proposals arising from termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (5) As directed by the Agency, transfer title and deliver to the Agency (1) the fabricated or unfabricated parts; work in progress, completed work, supplies, and other material produced or acquired for the work terminated; and (2) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Agency.
- (6) Complete performance of work not terminated.
- (7) Take any action that may be necessary, or that the Agency may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.
- (8) Use its best efforts to sell, as directed or authorized by the Agency, any property of the types referred to in subparagraphs above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at prices approved by the Agency. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Agency under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Agency.

d. After termination, the Contractor shall submit a final termination settlement proposal to the Agency in the form and with the certification prescribed by the Agency. The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination. If the Contractor fails to submit the proposal within the time allowed, the Agency may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

e. Subject to subparagraph (2) above, the Contractor and the Agency may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, may not exceed the total contract price as reduced by:

- (1) The amount of payments previously made
- (2) The contract price of work not terminated. The contract shall be amended with a Change Order, and the Contractor paid the agreed amount.

f. If the Contractor and Agency fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Agency shall pay the Contractor the amounts determined as follows:

- (1) For contract work performed before the effective date of termination, the total (without duplication of any terms) of:
 - (i) The cost of this work
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above
 - (iii) A sum, as profit on (i) above, determined by the Agency to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Agency shall allow no profit under this subdivision (iii).
- (2) The reasonable costs of settlement of the work terminated including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data
 - (ii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

g. Except for normal spoilage, the Agency shall exclude from the amounts payable to the Contractor the fair value, as determined by the Agency, of defective work, and of property that is destroyed, lost, stolen, or damaged so as to become undeliverable.

h. The Contractor shall have the right to make a claim under the DISPUTES article, from any determination made by the Agency.

i. In arriving at the amount due the Contractor, there shall be deducted:

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract
- (2) Any claim which the Agency has against the Contractor under this Contract
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Agency.

j. If the termination is partial, the Contractor may file a proposal with the Agency for a Change Order of the price(s) of the continued portion of the Contract. The Agency shall process any Change Order agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the Agency.

k. The Agency may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Agency believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Agency upon demand, together with interest.

l. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents relating to the terminated portion of this Contract for 4 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Agency, State and or the U.S. Government or their representatives at all reasonable times, without any direct charge.

ARTICLE 22 DISPUTES/CLAIMS

22.1 CLAIMS RESOLUTION

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

- a. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the Owner.
- b. Claims Under \$50,000. The Owner shall respond in writing to the claim within 45 days of receipt of the claim, or, the Owner may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Owner may have. Of additional information is needed thereafter, it shall be provided upon mutual agreement of the Owner and the claimant. The Owner's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

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

22.2 CLAIM FORMAT/REQUIREMENTS

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

- a. Summary of claim merit and price plus clause under which the claim is made.
- b. List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (RFIS)
 - (d) Schedules
 - (e) Other
- c. Chronology of events and correspondence
- d. Analysis of claim merit

- e. Analysis of claim cost
- f. Analysis of Time in CPM format
- g. Cover letter and certification (form included herein)

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

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

22.3 NOTICE OF THIRD PARTY CLAIMS

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