

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

**REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE
CONTRACT DOCUMENTS FOR
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

BID OPENING: (BID DATE AND TIME)

Prepared By

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

SIGNATURE _____

DATE _____

807-41
(807-41 PP)
SAN/blt/lgm

FORM APPROVED COUNTY COUNSEL

BY: MS Victor 6/23/11
MARSHAL VICTOR DATE

7/26/2011 4.6

TABLE OF CONTENTS

TABLE OF CONTENTS

	PAGE
NOTICE INVITING BIDS	
BIDDING DOCUMENTS	
Instructions to Bidders	BD-1
Responsible Bidders	BD-1
Completion of Bid Proposal and Supporting Documents	BD-1
Omissions and Discrepancies	BD-2
Signature and Seal	BD-2
Bid Proposal Guarantee	BD-2
Packaging and Delivery of Bid Proposal And Guarantee	BD-2
Withdrawal of Bid Proposal	BD-2
Modification of Bid Proposal	BD-3
Opening and Awarding of Bids	BD-3
Return of Proposal Guarantees	BD-3
Bond(s) and Certificates of Insurance Required of Successful Bidder	BD-3
Execution of the Contract	BD-4
Withheld Contract Funds	BD-4
Bidder's Proposal with Supporting Documents	BD-5
Proposal	BD-5
Statement of Experience	BD-6
Supplemental Instructions to Bidders	BD-14
Bid Schedule	BD-15
Contract Completion Schedule	BD-25
Certified Data	BD-26
Certified Worker Craft and Classification	BD-27
Certification of Bidder's Work Site Inspection	BD-28
Statement on Bonds and Insurance	BD-29
Certification of Bidding Documents	BD-30
Non-Collusion Affidavit	BD-31
Bid Bond	BD-32
Notary Acknowledgment	
CONTRACT DOCUMENTS	
Contract	Contract-1
Performance Bond	Performance Bond-1
Payment Bond	Payment Bond-1
Certificate of Insurance	Insurance Certificate-1
Contract Insurance Endorsement	Insurance Endorsement-1
Escrow Agreement for Security Deposits in Lieu of Payment Retention	Escrow Agreement-1
Payment Request Form	Payment Request-1
Conditional Release for Undisputed Amounts Paid	Conditional Release-1
Contract Change Order	Contract Change Order-1
Daily Extra Work Report	Daily Extra Work-1
CONTRACT APPENDIX	
Definitions	CA-1
Authority of the Owner	CA-1
Contract Document Priority	CA-2
Contractor Responsibility	CA-2
Contractor's Liability	CA-6
Safety	CA-6
Trespass	CA-7

TABLE OF CONTENTS
(Continued)

	PAGE
Bonds, Insurance, and Endorsements	CA-7
Agents of Owner Not Personally Liable	CA-9
Subcontracts	CA-9
Assignment Forbidden	CA-10
Lines, Grades, and Measurements	CA-10
No Discrimination	CA-10
Legal Day's Work	CA-10
Prevailing Rates of Wages	CA-11
Mandatory Certification of Contractor and Employment of Apprentices	CA-11
Time and Order of Performance	CA-12
Delays	CA-12
Liquidated Damages	CA-13
Changes in Work	CA-13
Extra Work	CA-13
Protests	CA-16
Inspection and Testing	CA-16
Examination of the Work	CA-16
Defective Materials	CA-17
Unpaid Claims	CA-17
Partial Estimates and Payments	CA-17
Withheld Contract Funds	CA-18
Final Estimate and Payment	CA-18
Sales and Use Taxes	CA-19
Payment Only in Accordance with Contract	CA-19
Monies to be Retained	CA-19
Recovery of Damages	CA-19
Acceptance of the Work Not a Waiver	CA-19
Maintenance and Guarantee	CA-19
Suspension of Contract	CA-20
Additional Surety	CA-21
Termination of Contract	CA-21
Right to Occupy Completed Portions of Work	CA-21
Anti Trust Claims	CA-21
Dispute Resolution	CA-22

SPECIAL REQUIREMENTS

The Work	SR-1
The Work Site	SR-2
Contract Drawings	SR-3
Examination of Plans, Specifications, and Site of Work	SR-4
Notice of Award	SR-4
Insurance	SR-5
Notice to Proceed	SR-5
Preconstruction Meeting	SR-5
Approved for Construction Contract Drawings	SR-5
Contractor Cooperation and Coordination	SR-5
Data to be Submitted by Contractor	SR-6
Sequence and Performance of Work	SR-7
Well/Hydrostatic Test Water Disposal	SR-8
Notifications	SR-8
Permits, Certificates, Laws, and Ordinances	SR-9
Work Days and Working Hours	SR-9

TABLE OF CONTENTS
(Continued)

	PAGE
Inspection Fees	SR-9
Construction Water and Electrical Power	SR-10
Construction Staking	SR-10
Geologic Conditions at Work Site	SR-10
Earthwork and Soil Compaction Tests	SR-11
Earthwork Quantities	SR-11
New Electrical Service	SR-11
Location of Equipment and Ambient Environmental Conditions	SR-12
Equipment Start-up and Testing	SR-12
Operation and Maintenance Manuals and Manufacturer's Instruction	SR-12
Lubrication	SR-13
Well Protection	SR-13
Well Video	SR-13
Well Disinfection	SR-14
Cement Mortar Lined Joint Procedure	SR-15
Plant Piping Disinfection/Hydrostatic Testing	SR-15
Excavation/Trench Protection	SR-16
Trench Compaction	SR-16
Traffic Control	SR-17
Safety	SR-17
Storage of Materials and Equipment	SR-17
Compliance with Contract Documents	SR-17
Right to Change Work	SR-18
Payment Requests	SR-18
Miscellaneous Environmental Requirements	SR-21
Preservation of Paved Surfaces, Environmental Factors, Restoration of Work Site, and Disposal of Spoil and Waste Materials	SR-22
Records of Construction	SR-22
Final Cleanup	SR-23
Maintenance and Guarantee	SR-23
Specified Model Numbers	SR-23
Safety Requirements of Equipment Furnished by Contractor	SR-23
Abbreviations	SR-23
National Standards	SR-24

BASIC & TECHNICAL SPECIFICATIONS

01000	General Requirements	01000-1
01026	Schedule of Values	01026-1
01300	Contractor Submittals Technical Specifications	01300-1
02300	Basic Earthwork Specifications	02300-1
02825	Ornamental Steel Fencing and Gates	02825-1
03100	Basic Concrete Formwork Specifications	03100-1
03200	Basic Concrete Reinforcement Specifications	03200-1
03300	Basic Concrete Specifications	03300-1
04200	Basic Concrete Masonry Specifications	04200-1
05100	Basic Structural Steel and Miscellaneous Metal Work Specifications	05100-1
07920	Sealants and Caulking Technical Specifications	07920-1
09900	Basic Coating and Painting Specifications for Water and Wastewater Facilities	09900-1
09915	Fusion Bonded Epoxy Linings and Coatings Technical Specifications	09915-1
11005	General Mechanical and Equipment Technical Specifications	11005-1
11330	Specific Electric Motor Driven Pump Specifications	11330-1
11335	Basic Pumping Unit Specifications (Electric Motor Driven)	11335-1
13350	Bolted Steel Water Storage Tank Technical Specifications	13350-1

TABLE OF CONTENTS
(Continued)

	PAGE
15025 Basic Pipeline Specifications	15025-1
15070 Miscellaneous Piping and Appurtenances Technical Specifications	15070-1
15100 Process Valves Technical Specifications	15100-1
16040 Electrical Short Circuit/Coordination Study, Arc Flash Hazard Study, and Field Testing of Electrical System Technical Specifications	16040-1
16050 Basic Electrical Materials and Equipment Specifications	16050-1
16410 Distribution Switchboards and Motor Control Centers Technical Specifications	16410-1
17000 General Instrumentation and Control Components Technical Specifications	17000-1
17151 In-Line Propeller Meters	17151-1

DRAWINGS

Rubidoux Community Services District

Pipeline Trench	G20
Concrete Thrust Protection	G40
Gate Valve Installation	W1020
Butterfly Valve Installation	W1030
Normally Closed Valve Box Installation	W1040
6" Residential Fire Hydrant Installation	W1050
1" or 2" Air Valve Installation	W1070
1" and 2" Air Valve and Cover	W1080
1" and 2" Service Connection and Top Outlet	W1090
Guard Post / Flexible Delineator Installation	W1160
Welded Steel Pipe Details	W1200
Welded Steel Pipe Cut-to-Fit and Joint Repair Detail	W1220

Krieger & Stewart

Pipe Encasement	W103
Slip-On Flanges and Blind Flanges	W136B
Ring and Blind Flanges, AWWA Ring Flanges (AWWA Class E)	W136C

NOTICE INVITING BIDS

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

NOTICE INVITING BIDS

FOR
**CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

Prospective bidders are hereby notified that the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (Owner) will receive sealed bid proposals for CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR. Such proposals will be received until _____, 2011 at _____:00 _____ M at office of the Clerk of the Board, 4080 Lemon Street, 1st Floor, Riverside, California, 92501, at which time said bids will be publicly opened and read.

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

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

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

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

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

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

Contract Documents may be obtained from Krieger & Stewart, Incorporated, 3602 University Avenue, Riverside, California, 92501, upon payment of a one-hundred dollar (\$100.00) non-refundable fee. Contract Documents will be mailed upon payment of an additional fifteen dollar (\$15.00) non-refundable fee. MAKE ALL CHECKS PAYABLE TO "KRIEGER & STEWART".

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

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

Dated: _____

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

BIDDING DOCUMENTS

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

BIDDING DOCUMENTS

FOR
**CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

A. INSTRUCTIONS TO BIDDERS

1. Responsible Bidders

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

2. Completion of Bid Proposal and Supporting Documents

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

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

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

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

3. Omissions and Discrepancies

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

4. Signature and Seal

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

5. Bid Proposal Guarantee

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

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

6. Packaging and Delivery of Bid Proposal and Guarantee

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

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

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

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

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

7. Withdrawal of Bid Proposal

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

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

8. Modification of Bid Proposal

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

9. Opening and Awarding of Bids

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

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

10. Return of Proposal Guarantees

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

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

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

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

And

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

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

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

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

12. Execution of the Contract

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

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

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

13. Withheld Contract Funds

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

B. BIDDER'S PROPOSAL WITH SUPPORTING DOCUMENTS

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

1. Proposal

The undersigned proposes to construct, furnish and install, or furnish only the components or items as set forth in the Bidding Documents for CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR.

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

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

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

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

*Payment bond not required for materials only proposal.

2. **Statement of Experience***

a. Bidder

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

Name: _____

Address: _____

Type of Work: _____

Years of Experience: _____

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

b. Subbidders

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

1) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

2) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

3) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

4) Name: _____

Address: _____

Contractor License No.: _____ Class: _____

Type of Work: _____ Years of Experience: _____

* Not required for materials only proposal

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

c. Bidder Projects (use reverse side if necessary)

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

1) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

2) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

3) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

* Not required for materials only proposal

c. Bidder Projects (Continued)

4) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

5) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

6) Contractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

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

d. Subbidder Projects (use reverse side if necessary)

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

1) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

2) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

3) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

* Not required for materials only proposal

d. Subbidder Projects (Continued)

4) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

5) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

6) Subcontractor: _____

Contract Amount: _____ Date Completed: _____

Type of Work: _____

Owner (Name, Address, & Phone): _____

Engineer (Name, Address, & Phone): _____

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

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

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

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

- 1) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 2) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____

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

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

- 1) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____
- 2) Name: _____
Address: _____
Type of Work: _____ Years of Experience: _____
Capacity (Title): _____

* Not required for materials only proposal

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

3) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

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

3) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

4) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

5) Name: _____

Address: _____

Type of Work: _____ Years of Experience: _____

Capacity (Title): _____

3. Supplemental Instructions to Bidders

- a. Bidder shall submit a proposal for each bid and subbid item. Bidder is advised that the basis of award will be made on the aggregate sum of Bid Schedules I, II, III, and IV (i.e. Total Bid). If award is made, Owner will award the Work to a single Bidder; however, Owner reserves the right to withhold award on certain bid or subbid items.
- b. All Work under these Contract Documents shall be completed in accordance with the Contract Completion Schedule.
- c. Bidder shall be licensed in accordance with the California Contractors State License Law of the Business and Professions Code and shall be experienced in the type of Work specified. Subbidders, if any, shall also be licensed in accordance with the same law and shall also be experienced in the type of Work specified.
- d. Bidder shall visit and inspect the work site and complete Certification of Bidder's Work Site Inspection to verify same.
- e. By signing and submitting his bid, Bidder certifies that he has verified, to his own satisfaction, the quantities of work shown on the bidding sheets, and further Bidder acknowledges that Bidder's total bid price for the bid schedule covers all work required for a complete and functional project in compliance with the Contract Documents.
- f. Bidders are advised that dewatering and disposal of groundwater is a significant component of constructing the Work. Consequently, Bidders are advised that utilization of experienced and proven personnel, equipment, and methods is essential for timely completion of the specified Work.

4. Bid Schedule

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

**BID SCHEDULE I
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

SITE WORK

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
101	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
102	Mobilize and demobilize equipment.	1	L.S.	N/A	\$ _____
103	Perform site and access road grading, including clearing, grubbing, scarification, overexcavation and replacement, compaction, excavation, embankment, fine grading, and all related work.	1	L.S.	N/A	\$ _____
104	Import all fill material required to embank project site.	1	L.S.	N/A	\$ _____
105	Furnish and install masonry block wall, tubular fencing, pilasters, entrance gate, access road gate, pedestrian gate, and all related work.	1	L.S.	N/A	\$ _____
106	Furnish and install 6" crushed miscellaneous base (approximately 12,900 S.F.).	1	L.S.	N/A	\$ _____
107	Construct drainage structure under access road.	1	L.S.	N/A	\$ _____

**BID SCHEDULE I
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

SITE WORK

TOTAL BID (Sum of Bid Items 101 through 107):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE II
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

WELL PUMPING PLANT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
201	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
202	Mobilize and demobilize equipment.	1	L.S.	N/A	\$ _____
203	Construct wellhead improvements including construction of pump head pedestal, extension of well casing, extension of conductor casing and sanitary seal, extension of two (2) 2" sounding tubes, installation of well vent and gravel access piping, and all related work.	1	L.S.	N/A	\$ _____
204	Furnish pump bowl assembly including suction pipe, suction strainer, and all connectors.	1	L.S.	N/A	\$ _____
205	Furnish premium efficiency vertical hollow shaft motor 25 hp rated, WPI, 4 pole, 3 phase, 60 cycle, 460 volt, 1780 rpm, 1.15 service factor, design A or B, Class F insulation, 135°C thermistors, non-reverse mechanism, and steady bushing.	1	L.S.	N/A	\$ _____
206	Furnish pump column and shaft assembly (6" column @ 18.97#/ft. with 1" 416 stainless steel lineshaft) including two (2) piece top shaft and three (3) run dry bearings at top of lineshaft assembly.	1	L.S.	N/A	\$ _____
207	Furnish and install discharge head assembly including 8" 150 lb. flanged outlet, and parts for future installation of water lubrication assembly.	1	L.S.	N/A	\$ _____
208	Perform color video survey of well just prior to pump installation.	1	L.S.	N/A	\$ _____
209	Perform witnessed, certified factory performance test.	1	L.S.	N/A	\$ _____

**BID SCHEDULE II
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

WELL PUMPING PLANT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
210	Install 25 hp deep well turbine pumping unit including, but not limited to, pump bowls, suction pipe, strainer, pump column, shaft, bearings, motor, and appurtenances.	1	L.S.	N/A	\$ _____
211	Disinfect well in accordance with the Contract Documents.	1	L.S.	N/A	\$ _____
212	Furnish and install 8" discharge piping, including check valve, control valves, propeller meter, air valves, appurtenances, and all related work.	1	L.S.	N/A	\$ _____
213	Provide painting and coating for all equipment, piping, and appurtenances.	1	L.S.	N/A	\$ _____
214	Furnish and install onsite SCE service conduit between onsite transformer and SCE conduit intercept pull box located at site entrance.	1	L.S.	N/A	\$ _____
215	Furnish and install replacement 4" SCE conduit per SCE requirements with 30" minimum cover from site entrance to existing electrical pull box located adjacent to existing Rancho Jurupa Sports Park entrance.	1,100±	L.F.	\$ _____	\$ _____
216	Furnish and install SCE service equipment including transformer slab, SCE conduits, and 200 amp meter main service panel between transformer and SCE service panel.	1	L.S.	N/A	\$ _____
217	Furnish and install all well site electrical equipment including motor control equipment (including motor starter); electrical conduits, conductors, pull boxes, SCE service panel and motor control center; and all related work.	1	L.S.	N/A	\$ _____
218	Furnish and install all site electrical conduits and conductors between motor control center and pumping unit, wellhead equipment, reservoir equipment, site lighting and security equipment, and all related work.	1	L.S.	N/A	\$ _____

**BID SCHEDULE II
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

WELL PUMPING PLANT

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
219	Provide start-up and performance testing of all equipment, controls, and instrumentation.	1	L.S.	N/A	\$ _____
220	Furnish operation and maintenance manuals for all equipment, controls, and instrumentation.	1	L.S.	N/A	\$ _____
221	All other items of work not included in the above bid items required for a complete and functional project in compliance with the Contract Documents.	1	L.S.	N/A	\$ _____

TOTAL BID (Sum of Bid Items 201 through 221):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE III
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

STORAGE RESERVOIR

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
301	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
302	Mobilize and demobilize equipment.	1	L.S.	N/A	\$ _____
303	Construct reservoir foundation (gradeband with crushed rock), and all related work.	1	L.S.	N/A	\$ _____
304	Design and construct bolted steel water storage reservoir including interior and exterior coating and all appurtenances (including inlet/outlet connections, interior pipe supports, hatches, ladders, vents, etc.) having a nominal inside diameter of 24' and a nominal wall height of 12', and all related work.	1	L.S.	N/A	\$ _____
305	Furnish and install 8" welded steel inlet piping, 12" welded steel outlet piping, fittings, and appurtenances, including connections to irrigation supply pipeline, aboveground piping manifolds (consisting of reservoir nozzle connections, valves, and guard posts), and all related work.	1	L.S.	N/A	\$ _____
306	Furnish and install two (2) 3" drains and 8" overflow piping and fittings, and all related work.	1	L.S.	N/A	\$ _____
307	Cure, pressure spray-flush, disinfect, fill reservoir, and all related work.	1	L.S.	N/A	\$ _____
308	Furnish and install all electrical conduit and conductors, and all related work.	1	L.S.	N/A	\$ _____
309	All other items of work not included in the above bid items required for a complete and functional project in compliance with the Contract Documents.	1	L.S.	N/A	\$ _____

**BID SCHEDULE III
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR
STORAGE RESERVOIR**

TOTAL BID (Sum of Bid Items 301 through 309):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**BID SCHEDULE IV
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

SUPPLY PIPELINE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
401	Furnish contract bonds, project insurance, all project permits, and project management.	1	L.S.	N/A	\$ _____
402	Mobilize and demobilize equipment.	1	L.S.	N/A	\$ _____
403	Furnish trench protection (shoring or sloping) in accordance with Cal/OSHA Standards for all excavations greater than 5' in depth, and all related work.	1	L.S.	N/A	\$ _____
404	Furnish and install all 8" and 12" AWWA C900 DR14 PVC piping, including all valves, fittings, connections, testing and disinfection, and all related work.	1	L.S.	N/A	\$ _____
405	Furnish and install 12" AWWA C151, Class 350 ductile iron piping including fittings, testing, and disinfection at storm drain crossing area (Station 12+50± to Station 13+20±).	1	L.S.	N/A	\$ _____

**BID SCHEDULE IV
CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR**

SUPPLY PIPELINE

TOTAL BID (Sum of Bid Items 401 through 405):

_____ Dollars \$ _____
(words) (figures)

FINAL BID AMOUNT ADJUSTMENT (If Any):

_____ Dollars \$ _____
(words) (figures)

NET BID (With Adjustment)

_____ Dollars \$ _____
(words) (figures)

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

**CONSTRUCTION OF
RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND
STORAGE RESERVOIR
BID SUMMARY**

Bid Schedule I	– Site Work	\$ _____
Bid Schedule II	– Well Pumping Plant	\$ _____
Bid Schedule III	– Storage Reservoir	\$ _____
Bid Schedule IV	– Supply Pipeline	\$ _____
Total Net Bid for Bid Schedules I, II, III, and IV		\$ _____

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

5. Contract Completion Schedule

a. Contract Completion Schedule

Contractor will be advised of award, if made, immediately following Owner's regular scheduled Board meeting (telephone conversation with letter confirmation). Contract Work shall be complete within 180 calendar days after date of Notice to Proceed.

b. Liquidated Damages

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

6. Certified Data

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

- a. Manufacturer of Vertical Turbine Pump

- b. Manufacturer of Bolted Steel Tank

- c. Manufacturer of Pressure Transmitter

- d. Manufacturer of Flow Meter

- e. Manufacturer of Gate Valves

- f. Manufacturer of Butterfly Valves

- g. Manufacturer of Check Valve

- h. Manufacturer/Fabricator of Welded Steel Pipe and Fittings

- i. Manufacturer/Fabricator of C-900 PVC Pipe and Fittings

- j. Manufacturer of Masonry Block

- k. Manufacturer of Motor Control Center

- l. Manufacturer of Electrical Service Panel

7. Certified Worker Craft and Classification

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

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

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

8. Certification of Bidder's Work Site Inspection

I certify that I have visited and inspected the work site on the following date:

<u>Site</u>	<u>Date Visited</u>
Rancho Jurupa Sports Park Well Pumping Plant and Storage Reservoir	_____

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

Bidder's Authorized Representative

Signature

Name (Print)

Title (Print)

9. Statement on Bonds and Insurance

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

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

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

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

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

10. Certification of Bidding Documents

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

BIDDER

Name: _____

Address: _____

Telephone _____

By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

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

Federal Tax Identification Number or Social Security Number: _____

Corporation organized

under the laws of the

State of: _____

CALIFORNIA CONTRACTOR'S LICENSE:

Class _____

(Class A is required)

(Corporate Seal)

Number _____

Expiration Date _____

NOTARY

STATE OF _____)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

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

11. Non-Collusion Affidavit

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

BIDDER

Name: _____

By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

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

NOTARY

STATE OF _____)
COUNTY OF _____)

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

Signature of Notary

(Notary Seal)

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

12. Bid Bond

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

The condition of this obligation is that whereas Bidder has submitted the accompanying bid dated _____, 20__, for **CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR** for Owner.

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

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

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

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

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

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

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

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

12. Bid Bond (Continued)

NOTARY FOR PRINCIPAL

STATE OF _____)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

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

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

NOTARY ACKNOWLEDGMENT

State of _____ }
County of _____ } ss.

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

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

WITNESS my hand and official seal.

Signature _____ (seal)

REQUIRED INFORMATION

Capacity Claimed by Signer

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

Description of Attached Document

_____ Document Title or Type

_____ Number of Pages

_____ Document Date

_____ Other Signer(s)

Signer is Representing:
Name of Person(s) or Entity(ies)

SIGNER'S RIGHT THUMBPRINT	Top of Thumb
---------------------------	--------------

CONTRACT

CONTRACT

This Contract is made and entered into on _____, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE hereinafter called "Owner", and _____, hereinafter called "Contractor". This Contract is for that Work described in the Contract Documents entitled **CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR.**

A. Recitals

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

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

B. Terms

1. Incorporation of Documents

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

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

2. Contractor's Basic Obligation

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

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

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

180 calendar days after date of Notice to Proceed.

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

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

3. Owner's Basic Obligation

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

4. Contractor's Labor Certification

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

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

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

6. Successors

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

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

(Contractor)
By: _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)
Title: _____
[Individual, Partner, Corporate Officer (Title)]

ATTEST: (If Corporation)
By _____
Title _____

Corporate Seal

**REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE**

By: _____
Title: _____

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM AND EXECUTION

Counsel for Owner

By _____

NOTARY (CONTRACTOR)

STATE OF _____)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature of Notary

(Notary Seal)

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

PERFORMANCE BOND
(California Public Work)
REQUIRED FORM

Bond Number _____

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

Amount of Premium _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to _____ (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: **CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR**, County of Riverside, California (hereinafter referred to as the "Public Work"); and

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

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

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

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

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

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

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

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

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

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

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

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

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

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(Corporate Seal)

PAYMENT BOND
(California Public Work)
REQUIRED FORM

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated "Contractor" and "Principal"), a contract dated _____, for the Work described as follows: **CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR**, County of Riverside, California (hereinafter referred to as the "Public Work Contract") and

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

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

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

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

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

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

PRINCIPAL:

SURETY:

Name _____

Name _____

By _____
(Authorized Representative, Written Signature)

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

(Authorized Representative, Typed or Printed Name)

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

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

Attest: (If Corporation)

Attest: (If Corporation)

By _____

By _____

Title _____

Title _____

(Corporate Seal)

(Corporate Seal)

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

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(Corporate Seal)

CONTRACT CERTIFICATE OF INSURANCE

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

CONTRACTOR OR INSURED: _____

PROJECT: CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR

ISSUE DATE: _____

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

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

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

See required Contract Insurance Endorsement

**CONTRACT INSURANCE ENDORSEMENT
(REQUIRED)**

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Owner:

Title

Name

Signature

Address

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

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

Contractor:

Title

Name

Signature

Escrow Agent:

Title

Name

Signature

Address

Owner:

Title

Name

Signature

**CONDITIONAL RELEASE
FOR UNDISPUTED AMOUNTS PAID**

OWNER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

CONTRACTOR: _____

PROJECT: CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT
AND STORAGE RESERVOIR

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

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

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

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

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

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

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

Date: _____

Contractor

Name _____

By _____
(Authorized Representative, Written Signature)

(Authorized Representative, Typed or Printed Name)

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

CONTRACT CHANGE ORDER NO. _____

W.O. 807-41.4 F/C

To Contract: CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL PUMPING PLANT AND STORAGE RESERVOIR, dated _____

by and between: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (OWNER),

and: _____ (CONTRACTOR),

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

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

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

Recommended by (Engineer) _____ Date: _____

Accepted by (Contractor) _____ Date: _____

Approved by (Owner) _____ Date: _____

Remarks _____

CONTRACT APPENDIX

1. Definitions

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

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

2. Authority of Owner

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

3. Contract Document Priority

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

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

4. Contractor Responsibility

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

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

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

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

- I. Contractor's Personal Attention and Supervision. Contractor shall give his personal attention constantly to the faithful prosecution of the Work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the Work, continually during progress of any work hereunder upon Owner property, to receive directions or instructions from Owner.
- J. Materials, Workmanship, and Tests. All materials furnished by Contractor shall be new and of the best quality for their particular use. Work shall be performed by skilled workmen fully qualified for their trade, and shall be subject to the approval of Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contractor's Liability

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

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

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

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

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

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

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

6. Safety

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

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

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

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

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

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

7. Trespass

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

8. Bonds, Insurance, and Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Agents of Owner Not Personally Liable

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

10. Subcontracts

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

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

11. Assignment Forbidden

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

12. Lines, Grades, and Measurements

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

13. No Discrimination

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

14. Legal Day's Work

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

15. Prevailing Rates of Wages

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

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

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

16. Mandatory Certification of Contractor and Employment of Apprentices

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

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

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

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

17. Time and Order of Performance

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

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

18. Delays

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

19. Liquidated Damages

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

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

20. Changes in Work

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

21. Extra Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Title

Date

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

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

22. Protests

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

23. Inspection and Testing

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

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

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

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

24. Examination of the Work

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

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

25. Defective Materials

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

26. Unpaid Claims

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

27. Partial Estimates and Payments

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

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

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

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

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

28. Withheld Contract Funds

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

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

29. Final Estimate and Payment

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

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

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

30. Sales and Use Taxes

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

31. Payment Only in Accordance with Contract

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

32. Monies to be Retained

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

33. Recovery of Damages

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

34. Acceptance of the Work Not a Waiver

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

35. Maintenance and Guarantee

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

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

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

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

36. Suspension of Contract

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

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

37. Additional Surety

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

38. Termination of Contract

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

39. Right to Occupy Completed Portions of the Work

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

40. Anti Trust Claims

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

41. Dispute Resolution

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

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

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

SPECIAL REQUIREMENTS

SPECIAL REQUIREMENTS

1. The Work

The Contract Work to be performed hereunder includes the furnishing of all labor and equipment and furnishing and installing all materials, unless herein specifically excepted, necessary for the complete and satisfactory construction of the well pumping plant, water storage reservoir, and booster station supply pipeline and appurtenances.

The Contract Work consists of the following:

A. Well Pumping Plant

The well pumping plant work shall consist of furnishing and installing a pumping unit consisting of pump bowl assembly, vertical hollow shaft motor, pump column, tube, and open line shaft (water lubricated) assemblies; furnishing and installing discharge head assembly; furnishing and installing aboveground discharge piping, check valve, flow meter, and appurtenances, belowground discharge piping, and connection to reservoir piping; furnishing and installing electrical equipment including electrical switchgear service section (meter and main), manual transfer switch, motor control equipment (MCC), and power supply transformer; furnishing and installing conduit and conductors connecting service section to electrical transformer, connecting transformer to service section, connecting service section to MCC, and connecting MCC to wellhead; and all related work.

B. Water Storage Reservoir

The reservoir work shall consist of furnishing and erecting a new bolted steel reservoir and appurtenances (with a nominal inside diameter of 24' and a nominal height of 12'); furnishing all design calculations; furnishing all fabrication drawings; furnishing and installing reservoir drains and overflow piping and all related work; furnishing and installing inlet/outlet pipelines (including aboveground piping manifolds); constructing grade band and related crushed rock foundation beneath reservoir; and all related work.

C. Well/Reservoir Site and Access Road

The well/reservoir site and access road work shall consist of all earthwork and site work including excavating, importing all necessary soil, trenching, backfilling, placing, filling, compacting, and grading all soil and rock materials on site; restoring all areas not intended to be altered to pre-construction conditions (inside and outside project limits); protecting in place or removing and replacing all existing utilities and public and private improvements; furnishing and installing masonry block wall, tubular steel fencing, pilasters, and gates; furnishing and installing crushed miscellaneous base; and all related work.

D. Booster Station Supply Pipeline Work

The pipeline work shall consist of all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facility); all earthwork (including trenching, shoring, bedding, backfilling, and compacting); furnishing and installing all pipe, fittings, appurtenances, and making all related connections; protecting in place or removing and replacing all existing public and private improvements and utilities; leakage and pressure testing pipelines; disinfecting and testing the pipeline; disposing of excess soil and rock material; and restoring all areas and improvements to pre-construction conditions.

Contractor shall, upon completion of construction required herein, make any additions, adjustments, corrections, repairs, replacements, and reconstructions necessary to provide Owner with complete and correctly functioning well pumping plant, water storage reservoir, and supply pipeline and appurtenances free of defects and deficiencies.

2. **The Work Site**

The work site is located within Riverside County in Section 21, Township 2 South, Range 5 West, San Bernardino Meridian. More specifically, the site is located north of 46th Street/Crestmore Road, south of the Flabob Airport, and west of Loring Ranch Road. Vicinity and location maps are included on Sheet 1 (Drawing G-1) of the Construction Drawings.

A. Site Preparation

Brush and other vegetation shall be removed only from the immediate working area as required for site grading, equipment, and material.

B. Work Site Limits

Contractor is advised that the work site is located in close proximity to an environmentally sensitive area (Environmental Avoidance Area), as shown on the Construction Drawings. Specific work site limits shall be determined by Owner and shall be delineated with stakes indicating work site limits prior to commencing construction.

Contractor is advised that all work activities must be performed within the work site. Contractor shall confine all site ingress and egress activities to the designated site entrance and paths of travel. Contractor shall not encroach beyond the limits of the work site and shall not encroach on or perform any work within the Environmental Avoidance Areas (as shown on the Construction Drawings) at any time.

If Contractor performs work outside the limits of the work site, Contractor shall stop all work immediately and restore all areas to their pre-construction condition to the satisfaction of the Owner and the property owners. The Contractor shall also provide an indemnification letter to the Owner regarding any unauthorized work performed outside the work site.

C. Proximity to Flabob Airport

The site is located adjacent to Flabob Airport, which restricts the height of temporary and permanent structures. Contractor shall ensure that any equipment used during construction does not exceed 35 feet above the existing ground surface.

D. Static Water Level

Contractor is advised that static water level (SWL) in the site's vicinity is shallow (i.e. approximately 5' to 10' below ground surface). Contractor shall include project dewatering as necessary to install all piping and appurtenances specified on the drawings. Contractor shall provide all equipment necessary for performing the specified work under the described shallow ground water conditions.

3. **Contract Drawings**

The following Contract Drawings are made a part of these Contract Documents:

KRIEGER & STEWART
CONSTRUCTION DRAWINGS (24" X 36")

<u>Title</u>	<u>Sheet No.</u>	<u>Dwg. No.</u>
Title Sheet	1	G-1
Construction Notes	2	G-2
Legends, Symbols, Schedules, and Abbreviations	3	G-3
Well and Storage Reservoir Site and Grading Plan	4	C-1
Irrigation Booster Station Site and Grading Plan	5	C-2
Booster Station Supply Pipeline Profile	6	C-3
Well Pumping Unit Mechanical/Electrical Plan and Elevation	7	ME-1
Storage Reservoir Mechanical/Electrical Plan and Elevation	8	ME-2
Well Pump Base Details	9	ME-3
Storage Reservoir Sections and Details	10	ME-4
Miscellaneous Sections and Details	11	ME-5
Electrical Notes, Symbols, Abbreviations, and Lighting Fixture Schedule	12	E-1
Single Line Diagram, Elevations, Schedule, and Details	13	E-2
Ladder Diagrams, Control Schematics, and Interconnect Diagrams	14	E-3

RUBIDOUX COMMUNITY SERVICES DISTRICT
STANDARD DRAWINGS (8-1/2" X 11")
 (Attached in the Back of these Contract Documents)

<u>Title</u>	<u>Sheet No.</u>
Pipeline Trench	G20
Concrete Thrust Protection	G40
Gate Valve Installation	W1020
Butterfly Valve Installation	W1030
Normally Closed Valve Box Installation	W1040
6" Residential Fire Hydrant Installation	W1050
1" or 2" Air Valve Installation	W1070
1" or 2" Air Valve and Cover	W1080
1" or 2" Service Connection and Top Outlet	W1090
Guard Post / Flexible Delineator Installation	W1160
Welded Steel Pipe Details	W1200
Welded Steel Pipe Cut-to-Fit and Joint Repair Detail	W1220

KRIEGER & STEWART
STANDARD DRAWINGS (8-1/2" X 11")
 (Attached in the Back of these Contract Documents)

<u>Title</u>	<u>Sheet No.</u>
Pipe Encasement	W103
Slip-On Flanges and Blind Flanges	W136B
Ring and Blind Flanges AWWA Ring Flanges (AWWA Class E)	W136C

4. Examination of Plans, Specifications, and Site of Work

The bidder shall examine carefully the work site. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the bid proposal, plans and specifications.

Contractor is notified that the Owner is currently constructing another project adjacent to the project site entitled "The Rancho Jurupa Sports Park Facilities". Contractor shall coordinate all offsite construction activities with the Sports Park Contractor including, but not limited to, construction of the offsite booster station supply pipeline and SCE service feed conduits.

5. Notice of Award

Upon Owner's review of the bids, Owner will prepare a Letter of Intent (LOI) to the successful bidder (Contractor) advising that Owner intends on awarding the Contract to them.

Upon receipt of the LOI, Contractor shall complete the Contract, Performance Bond, Payment Bond, Certificate of Insurance, and Insurance Endorsement forms (as contained in the Contract Section of the Contract Documents) and submit same to Owner for review and presentation to the

Redevelopment Agency for the County of Riverside Board of Directors for official award and execution of the Contract.

Upon Owner's official award of the Contract, Owner will prepare a formal Notice of Award to the Contractor and execute the Contract.

6. Insurance

With respect to the automobile, general, and excess liability insurance, Owner, Rubidoux Community Services District (RCSD), their officials, officers, managers, agents, engineers, and employees shall be covered as additional insureds.

7. Notice to Proceed

Owner will issue a Notice to Proceed (NTP) after the official award is made and upon execution of the Contract by Owner. Upon receipt of the NTP, Contractor shall in a timely manner begin preparation of project schedule, traffic control plans (as required), and materials submittals, and obtaining RCTD encroachment permits, all as required to commence the Work.

Contractor is advised that the time required for preparation of project schedules, traffic control plans to obtain RCTD permits (as required), material submittals, and all other items required from the Contractor as described by these Contract Documents for review and approval is included in the Contract duration and no additional time will be granted for same.

8. Preconstruction Meeting

Contractor and his major subcontractors shall attend a preconstruction job meeting at Owner's office as soon after award as Owner considers necessary. Contractor will be given adequate notice of such meeting. Contractor shall submit a proposed CPM Progress Schedule, as specified in the Section 01300, Contractor Submittals Technical Specifications, at said meeting for Owner's subsequent review and acceptance. Contractor shall also submit all other required data at the same meeting, or, alternatively, a submittal schedule for approval.

9. Approved for Construction Contract Drawings

After the bid period and prior to start of construction, Owner will incorporate all addenda items where applicable into the Contract Documents. All prints and bound specifications of same will be stamped "APPROVED FOR CONSTRUCTION". Contractor shall only utilize documents so stamped. Four (4) complete sets will be provided by Owner at no charge to Contractor. Additional sets or portions of same will be provided at the cost of printing and mailing.

10. Contractor Cooperation and Coordination

Contractor shall cooperate with Owner, RCSD, Southern California Edison Company (SCE), and all jurisdictional agencies. Owner and RCSD will have representatives onsite to observe and verify compliance with Contract Documents. Certain work will require close coordination with the Owner, RCSD, and SCE. Contractor shall be responsible for scheduling SCE work activities, including, but not limited to, installation of a new service conduit and intercept box, new service transformer and installation of conduits and conductors from the main service switchboard and power meters located therein to new MCC equipment (as required).

Contractor shall coordinate all work with the Owner. A detailed weekly schedule of proposed work shall be provided to the Owner the Thursday preceding each week.

11. Data to be Submitted by Contractor

Contractor shall furnish Owner the following data and said data shall be approved by Owner prior to beginning construction of facilities and appurtenances hereunder. Data shall be submitted directly to Owner's engineer for approval in accordance with Section 01300, Contractor Submittals Technical Specifications.

- A. Construction schedule.
- B. Excavation permit.
- C. Detailed installation or laying drawings for all PVC and welded steel pipe and fittings to be installed (abovegrade and belowgrade pipe materials, fittings, and appurtenances).
- D. Manufacturer's data for all bolts, gaskets, flanges, fittings, and valves.
- E. All data on Portland cement concrete, grout, masonry block, crushed rock, and crushed miscellaneous base.
- F. All data and shop drawings on fence and gate components and accessories.
- G. A detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during any excavation of any trenches five feet or more in depth. Said plan shall be signed and stamped by a registered civil or structural engineer.
- H. All data for all mechanical equipment, control valves, flow meters, air valves, fittings, and appurtenances.
- I. All data related to the pumping unit equipment (including pump and motor) and discharge head.
- J. All data related to wellhead extension to proposed grade including well conductor casing, well casing, gravel access tube, air vent tubing and sounding tubes.
- K. All electrical switchgear, controls, conduit, conductors, junction boxes, and appurtenances.
- L. Complete details and data on the bolted steel tank (and appurtenances) including calculations, fabrication drawings, and coating system, as specified in the Technical Specifications.
- M. Complete electrical control diagrams and interconnection drawings for controls and instrumentation.
- N. All data on any materials and equipment to be furnished and installed.

12. Sequence and Performance of Work

The Owner has arranged for a temporary pumping unit and discharge piping to be installed in the existing well.

The existing well and temporary pumping unit will be used to supply irrigation water to the adjacent Rancho Jurupa Sports Park and must be maintained and kept in service at all times except for short duration shutdowns (which must be coordinated with the Owner) as necessary to perform the work. Contractor shall sequence and perform his work such that well operation is not interrupted unless necessary to perform the work. Interruption duration and frequency must be limited to minimize loss of water production for the Rancho Jurupa Sports Park.

Some of the project components may be constructed simultaneously; however, in order to maintain supply to the Rancho Jurupa Sports Park's irrigation system, construction of certain project components may not commence until other components are complete and operational.

The following presents a detailed construction sequence for specific items of work. Those items not specifically included below may be constructed as desired by Contractor.

A. General

- 1) Sequence of work hereafter is not intended to cover every specific item of work required, and shall not relieve the Contractor from the responsibility to coordinate and perform all work in accordance with the Contract Documents.
- 2) Prior to beginning construction, Contractor shall excavate, expose, and determine ("pothole") the exact location and depth of each and every potential interference including, but not limited to, all facilities shown specifically (depth and location) on the Construction Drawings, or which have been located and marked by utilities.

B. Specific

- 1) Arrange for the Owner to have the existing pump lifted (but not removed). Extend the existing well casing, conductor casing, sanitary seal, and two (2) 2" sounding tubes around the lifted pumping unit.
- 2) Perform site grading (including overexcavation, scarification, import, and export) and site work as shown on the Construction Drawings.
- 3) Construct wellhead improvements including construction of pump head pedestal and installation of well vent and gravel access piping.
- 4) Install discharge head assembly, above grade discharge piping valves, flow meter, appurtenances, and control equipment.
- 5) Construct below grade supply pipeline.

- 6) Construct SCE facilities and pothole and expose existing 4" conduit located in Crestmore Road/42nd Street right-of-way and mandrel said conduit in SCE inspector's presence to confirm conduit serviceability.
- 7) Coordinate with SCE and have transformer, meter, and power installed and operational.
- 8) Construct storage reservoir.
- 9) Provide 250 gpm temporary water supply from RCSD to fill storage reservoir via temporary connection while temporary pumping unit is removed and replaced. Contractor shall arrange for said water supply to be provided, Owner will pay monthly water usage charges.
- 10) Install permanent pumping unit as follows:
 - a. Arrange for Owner to remove the temporary pump from the well.
 - b. Disinfect well.
 - c. Video tape the inside of the well full depth.
 - d. Install the new pumping unit, motor, and appurtenances.
 - e. Make all electrical and piping connections necessary to complete installation and place well into service.
 - f. Coordinate with Owner and have meter installed and operational.
 - g. Perform facility start-up and testing.

13. Well/Hydrostatic Test Water Disposal

Contractor shall discharge test water (i.e. test water from the well and hydrostatic test water from the pipeline) to the on-site storage reservoir. Stored water from the reservoir will be used by the adjacent Rancho Jurupa Sports Park for irrigation and Contractor shall coordinate discharge to the storage reservoir with the Rancho Jurupa Sports Park's irrigation operators so that the water may be supplied to the park's irrigation system. Contractor shall anticipate intermittent shutdowns during testing due to the limited storage capacity of the reservoir.

14. Notifications

Three weeks prior to construction, Contractor shall notify Redevelopment Agency for the County of Riverside, at (951)955-0169 of impending work.

If Owner or RCSD receives complaints from individuals affected by the project, Contractor shall take immediate action to correct the situation as directed by the Owner, RCSD, County of Riverside, and property owners. If Contractor receives complaints directly, he shall report same immediately to Owner. Thereafter, he shall take immediate action to correct the situation as directed by Owner.

15. Permits, Certificates, Laws, and Ordinances

Contractor shall, at his own expense, procure all permits, certificates, and licenses required of him by law for the execution of the Work. He shall comply with all Federal, State, and local laws, ordinances, or rules and regulations relating to the performance of said Work. Contractor shall be responsible for all costs and fees incurred as a result of normal business operations.

16. Work Days and Working Hours

Contractor shall perform all Contract Work within an eight hour work period between 7:00 a.m. and 5:00 p/m/, Monday through Friday (except holidays), unless special permission to work outside said limits is requested by Contractor and obtained from Owner, both in writing.

Contractor shall not perform any work on Owner holidays unless special permission is requested by Contractor and obtained from Owner, both in writing. Said holidays are as follows:

- New Year's Day – January 1
- Martin Luther King Jr. Day - Third Monday in January
- Presidents Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veterans Day - November 11
- Thanksgiving Day and the day after – Fourth Thursday and Friday in November
- Christmas Eve and Christmas Day - December 24 and 25
- New Years Eve – December 31

When a legal holiday falls on a Saturday, it is observed on the preceding Friday, when it falls on a Sunday, it is observed on the following Monday.

17. Inspection Fees

Contractor shall bear all costs and fees incurred as a result of inspection services furnished by utilities or others. Contractor will not be required to pay for Owner inspection performed on regular work days and during specified or permitted work hours. Owner anticipates providing part time inspection for this project and the Contractor shall coordinate all inspection requirements with the Owner's representative. In the event the Contractor requests work outside the stated working hours, or on holidays, Saturdays, or Sundays, and the Owner agrees to same, the Contractor shall pay for Owner's inspector, all at the rate established by the agencies.

Contractor shall pay for Owner inspection for Work performed beyond specified work hours at the following rates:

Daily (8 hours to 12 hours)	\$123.00/Hr
Daily (More than 12 hours)	\$150.00/Hr
Saturday (12 hours or less)	\$123.00/Hr
Saturday (More than 12 hours)	\$150.00/Hr
Sunday	\$150.00/Hr
Holidays	\$150.00/Hr

Said rates are subject to change when the Department of Industrial Relations establishes new prevailing wage rates.

18. Construction Water and Electrical Power

A. Construction Water

Contractor shall arrange for construction water from the local water purveyor, RCSD. The closest local fire hydrant to the project is located at the west corner of the intersection of 46th Street/Crestmore Road and Loring Ranch Road, approximately 1,900' from the project site. Contractor shall furnish all piping, portable water tanks, or water trucks necessary to convey water to work area. Contractor shall provide all required power for performance of the Work.

B. Electric Power

Contractor shall provide all required power for performance of the Work. Contractor may arrange to obtain temporary construction power from SCE. Contractor shall pay all expenses for temporary construction power.

19. Construction Staking

Owner will provide, upon request by Contractor, the following construction staking:

- A. One stake at the center of the reservoir.
- B. Grade stakes for site grading.
- C. Grade stakes for site walls and drainage features.
- D. Grade stakes for pumping plant discharge and reservoir piping.
- E. Grade stakes for booster station supply pipeline.

Contractor shall provided Owner at least two (2) weeks notice to schedule staking. Construction stakes provided by Owner will be set at an offset distance as requested by Contractor. Contractor shall take every precaution during construction to protect all survey monuments and construction stakes during construction. Contractor shall be responsible for paying all costs to re-establish any monuments, benchmarks, or stakes destroyed or disturbed by his operations. Contractor shall furnish all other construction staking required to perform the Work.

20. Geologic Conditions at Work Site

No site specific geotechnical report has been prepared for the Work site; however, a geotechnical report was prepared by Converse Consultants for the adjacent Rancho Jurupa Sports Park facility. A copy of the report is available from the Owner upon request, and is intended to be used for informational purposes only. The geotechnical data contained in the report is intended only to assist the Contractor in preparing his bid and is in no way to be construed as a warranty of the geologic conditions existing at the site. Contractor shall, therefore, satisfy himself with regard to all geologic conditions which may affect the Contract Work.

The report is neither exhaustive nor conclusive; all soil boring data, including sieve analysis results, field and laboratory test data, and compaction test data applies only to soil borings

described in this report. Owner does not guarantee the accuracy or completeness of the information contained in the report or warranty the geologic conditions existing at the Work site. Contractor shall use the aforementioned data and results contained in the geotechnical report at his own risk.

Personal investigation by Contractor is mandatory. Neither the information contained in the geotechnical data nor that derived from maps, drawings, or from Owner, his agents or employees shall act to relieve the Contractor from any responsibility in fulfilling any and all of the terms and requirements specified herein.

21. Earthwork and Soil Compaction Tests

Earthwork shall be performed in accordance with the Basic Earthwork Specifications, except as modified herein or on the Contract Drawings. Contractor shall clear and grub the areas to be excavated or filled as well as any area used for temporarily stockpiling excavated material (onsite). Import of Owner approved material will be required for this project.

Contractor shall notify Owner when any work is complete and ready for compaction testing. After such notification, Owner will have all necessary tests made by a soils engineer of his choosing, and Owner will pay for all tests which "pass". Contractor shall pay for all tests which "fail" in the course of determining compliance of completed backfill with compaction requirements. Owner will not pay for any "preliminary" or "progress" tests; however, Contractor may do so at his own expense. Passing compaction tests will be required prior to construction of any structures.

22. Earthwork Quantities

Earthwork quantities are based on topographic surveys prepared for the Construction Drawings (scale per drawings) and are based on existing ground surface elevations to proposed ground surface elevations and include no reductions for site subgrade and surfacing materials. Existing ground surface elevations shown by said Construction Drawings are considered accurate to plus or minus 0.5 feet. The quantities set forth on the bidding sheets are for informational purposes only and are based on material in place, unadjusted for expansion or shrinkage, and said quantities are considered to be accurate within plus or minus 15%. Bidders shall compute quantities themselves and shall base their bids on their own computations. Contractor will not be entitled to extra monies for inaccurate quantities shown on the Construction Drawings.

Contractor shall export and legally dispose of all excess material after grading operations are complete.

23. New Electrical Service

Owner has submitted an application to SCE for new electrical service for the pumping plant and reservoir. As a minimum, SCE will be installing a new transformer and conductors from the existing electrical service conductors as described below. Contractor shall coordinate with Owner, RCSD, and SCE all activities necessary for the new service. Electrical work required by Contractor (as related to the new electrical service) is shown on the Drawings, identified in the Bid Schedule, or included in the Specifications and is generally described as follows:

- A. Furnish and install onsite SCE service conduit between onsite transformer and SCE conduit intercept pull box located at site entrance.

- B. Furnish and install replacement 4" SCE conduit per SCE requirements with 30" minimum cover from site entrance to existing electrical pull box located adjacent to existing Rancho Jurupa Sports Park entrance.

24. Location of Equipment and Ambient Environmental Conditions

All mechanical and electrical equipment shall be designated to operate at the project site. Derating and necessary oversizing to achieve performance shall be incorporated in equipment design. The project site is at an elevation approximately 750' above mean sea level. Maximum design ambient temperature shall be 120°F and minimum design ambient temperature shall be 5°F. Relative humidity may range from 10% to 90%. Cooling of equipment will be by circulation of outside air which often contains dust. Equipment shall be designed to prevent damage which could be caused by high or low ambient temperature within the specified range, freezing, dust in the air, winds of up to 70 mph, and wet weather conditions. Equipment shall be specifically designed to function satisfactorily under said conditions. All electrical and mechanical equipment shall be suitably sealed.

25. Equipment Start-up and Testing

Contractor shall be responsible for start-up, calibration and field testing of all equipment. Manufacturer's Service Engineers shall provide technical assistance for start-up of equipment. All equipment operations and control functions shall be simulated during start-up and testing. Contractor shall furnish personnel to operate all equipment during start-up and testing. Once placed into operation, performance testing and initial operation/trouble shooting shall be a cooperative effort between Owner and Contractor. Contractor's Superintendent shall be present during performance testing to aid in operating the equipment and to correct any deficiencies related to Contractor's work.

26. Operation and Maintenance Manuals and Manufacturer's Instruction

Contractor shall provide four (4) approved copies of detailed operations and maintenance (O&M) manuals at least 30 days prior to startup and testing for all mechanical and electrical equipment he furnishes. O&M manuals shall be provided for all equipment and shall be in accordance with requirements of Specification Section 01300, "Contractors Submittals". O&M manuals shall be submitted as shop drawings and shall be subject to approval by the Owner. Upon acceptance of the O&M manuals by Owner, Contractor shall furnish four (4) copies of the approved O&M manuals with one (1) PDF copy of said O&M manuals.

After all equipment has been installed, tested, and adjusted, and placed into satisfactory operating condition, the individual equipment manufacturers shall provide classroom instruction to Owner's Operation and Maintenance personnel in the use and maintenance of each item of equipment furnished. The training shall provide the Owner's Operation and Maintenance personnel with sufficient information on the theory, design, operation and maintenance practices (routine monitoring, eyeing abnormal and normal operation, troubleshooting techniques, and preventative and corrective maintenance) to ensure that equipment and systems can be efficiently and effectively operated and maintained upon training completion. The Contractor shall cause the equipment manufacturers to provide experienced, and when applicable, factory-trained personnel, to train the Owner's Operation and Maintenance personnel. Training shall include review of the O&M manuals as well as a hands on training period with each piece of equipment

listed. Contractor shall give the Owner formal written notice of the proposed instruction period at least two weeks prior to commencement of the instruction period. Scheduled training shall be at a time acceptable to the Owner and the manufacturer. No training shall be provided on Mondays or Fridays. During the instruction period, the manufacturer shall answer any questions from the Owner's personnel. The instruction period shall be as long as necessary to address details of operation, routine maintenance, repair, and special equipment features.

As a minimum, classroom instruction time shall include the following:

Vertical Turbine Pumping Unit	4 Hours
Solid State Starter	4 Hours
Instrumentation and Controls	4 Hours

27. Lubrication

Contractor shall lubricate the bearing surfaces of all moving parts. Contractor shall be responsible to furnish lubricants and lubricate all equipment.

Contractor is referred to the lubrication requirements specified in the General Mechanical and Equipment Technical Specifications.

Prior to startup, Contractor shall lubricate all equipment and arrange for the respective manufacturer's service engineer to inspect all lubrication.

28. Well Protection

The Contractor shall protect the well by installing a steel locking cover which shall be maintained in place at all times unless work within the well is actively in progress.

29. Well Video

The Contractor shall provide one color video log of the well performed immediately prior to installing the pumping unit. The Contractor shall provide equipment that is capable of producing a clear video image of the well casing both in water and out of the water. Flocculent shall be added and/or flushing provided to insure clear video pictures of the well. Poor quality pictures of the screen and casing will not be accepted. The full casing diameter shall be displayed in the video along with a digital depth record of the camera location. Video camera shall be able to give a downhole view as well as a full circular side-scan view. The video equipment shall be disinfected with chlorine solution before it is introduced into the well. The Owner must be present during the video survey. The Contractor shall schedule the video survey with the Owner at least two (2) working days in advance.

The Contractor shall provide the Owner with three copies of the well video. The well ID name, date, and Contractor's name shall appear at the beginning of the video.

30. Well Disinfection

Contractor shall protect the well in place to prevent contamination of the well. Subsequent to installation of the discharge head, well plant piping, and installation of the control equipment, Contractor shall disinfect the well. Unless otherwise permitted, Contractor shall use the following procedure to disinfect the well:

- A. Immediately prior to installation of permanent pumping equipment, Contractor shall disinfect pumping unit components with chlorine.
- B. After 24 hours, Contractor shall secure two samples of water from the well in approved containers, and have said sample analyzed by a State Certified analytical laboratory for total coliform (presence/absence), fecal coliform (presence/absence), and heterotrophic plate count. Contractor shall secure the first sample within five minutes of starting the pump at the specified pumping rate, and the second sample thirty minutes thereafter. Contractor shall furnish results of said analyses to Owner within 48 hours of sampling. Contractor shall perform all procedures and provide all tests and analyses at his own expense.
- C. The well shall be deemed properly disinfected only if the sample analysis results indicate absence of total coliform bacteria, absence of fecal coliform bacteria, and a heterotrophic plate count of less than 500 colony forming units per milliliter (CFU/ml).
- D. If the sample analysis results do not indicate that the well was properly disinfected, the Contractor shall use the following procedure to disinfect the well:
 - 1) Contractor shall dose the well by adding liquid chlorine solution to well to obtain required concentration of at least 100 parts per million.
 - 2) Immediately after dosing the well, Contractor shall pump water to ground surface until chlorine is detected and shall then allow the water to return into the well. Contractor shall repeat said procedure twice at one hour intervals.
 - 3) Contractor shall then allow the well to stand without pumping or agitation for 24 hours.
 - 4) Contractor shall then pump the well to waste until chlorine is no longer evident, and shall continue to pump the well to waste for 15 minutes thereafter.
 - 5) Contractor shall then allow the well to stand without pumping or agitation for 24 hours prior to sampling.
 - 6) Contractor shall then secure two samples of water from the well in approved containers, and have said samples analyzed by a State Certified analytical laboratory for total coliform (presence/absence), fecal coliform (presence/absence), and heterotrophic plate count. Contractor shall secure the first sample within five minutes of starting the pump at the specified pumping rate, and the second sample thirty minutes thereafter. Contractor shall furnish results of said analyses to Owner within 48 hours of sampling. Contractor shall perform all procedures and provide all tests and analyses at his own expense.

- 7) The well shall be deemed properly disinfected only if the sample analysis results indicate absence of total coliform bacteria, absence of fecal coliform bacteria, and a heterotrophic plate count of less than 500 colony forming units per milliliter (CFU/ml).
- 8) If the sample analysis results do not indicate that the well was properly disinfected, the Contractor shall repeat the entire disinfection procedure, including sampling, sample analysis, and reporting of sample analysis results. Contractor shall continue to repeat the entire disinfection procedure until sample analysis results indicate that the well has been properly disinfected. Contractor may increase the chlorine dosage, but shall not increase the chlorine dosage above 500 ppm without Owner's authorization.

31. Cement Mortar Lined Joint Procedure

The following procedure describes the required methodology to be performed for cement mortar lining of cement mortar lined pipe:

- A. Stab pipe section being installed into previously laid pipe and adjust pipe section bedding material or pipe cradles until pipe is at design alignment (horizontal and vertical). Adjust pipe section if needed.
- B. Remove said laid pipe section and place tightly fitting ball with pull cord in previously laid joint for holding mortar and removing excess.
- C. Thoroughly dampen both existing mortar lining ends and place non-shrink cement mortar mix (quick setting grout mixed with an approved bonding agent) in joint cavity.
- D. Reinstall pipe sections (stab joint), pull ball to joint location, re-establish design alignment, then pull pipe sections together using a come-along. Pull ball to remove excess mortar.
- E. Allow mortar to set for 20 minutes, then weld joint and remove come-along. Do not hammer pipe or adjust alignment after joint has been pulled closed.

32. Plant and Offsite Piping Disinfection/Hydrostatic Testing

Pumping plant piping and offsite supply piping shall be disinfected by Contractor as follows:

- A. Piping shall be kept clean during construction by periodically cleaning interior to remove all debris.
- B. Piping shall be disinfected by introducing chlorine in liquid form into the completed piping. Concentration of chlorine within the piping shall be at least 50 ppm.
- C. After the chlorinated water has been maintained in the piping for 24 hours, Contractor shall perform hydrostatic and leakage test by installing temporary pumping equipment. Unless specified otherwise, the pressure for all piping tests shall be 225 psi for the hydrostatic test and 150 psi for the leakage test.

- D. If the piping does not pass either the hydrostatic or the leakage test, Contractor shall, at his own expense, perform all work necessary to locate and repair leaks or other defects after which the tests shall be repeated.
- E. After the piping has passed hydrostatic and leakage tests, Owner will take chlorine residual samples to verify that chlorine residual has been maintained at 25 ppm minimum. After said chlorine residual requirements are satisfied, Contractor will flush disinfection water from piping and refill with fresh water 24 hours prior to sampling for bacteriological analyses. Contractor's disinfection obligation will not be considered complete until evidenced by favorable results of the bacteriological analyses.

The bacteriological analysis shall consist of tests for chlorine residual, Total Coliform (presence/absence), and Heterotrophic Plate Count (HPC). A favorable analysis is an analysis indicating absence of Total Coliform and HPC less than 200 CFU at a chlorine residual of less than 0.1 ppm.

Contractor shall dechlorinate any and all disinfection water to be discharged from the piping.

33. Excavation/Trench Protection

Before making any excavation or trench 5' or more in depth, Contractor shall submit to Owner a detailed drawing showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection. If said drawing does not vary from the requirements of the OSHA Construction Safety Orders (CAL OSHA or FED OSHA, whichever is applicable at the time of construction), a statement signed by a registered civil or structural engineer, engaged by Contractor at his expense, shall be submitted certifying that the Contractor's excavation safety drawings comply with OSHA Construction Safety Orders. If said drawing varies from said OSHA Construction Safety Orders, the drawings shall be prepared and certified by a registered civil or structural engineer, and said engineer shall affix his seal and signature to each sheet of said drawing.

Contractor shall not excavate until Owner has received and acknowledged the properly certified excavation safety drawings.

34. Trench Compaction

Unless noted otherwise, trench backfill and pipe zone backfill shall be compacted to 90% relative compaction minimum after all sheeting, shoring, or shields have been removed. The upper 12" of subgrade shall be compacted to 95% relative compaction minimum for those areas to receive asphalt concrete pavement.

Contractor shall notify Owner when any segment of backfill is complete and ready for compaction testing. After such notification, Owner will have all necessary tests made by a soils engineer of its choosing. District will pay for all passing tests. Contractor shall pay for all failing tests.

Compaction tests will be taken in the pipe zone, in the backfill above the pipe zone, and in the subgrade. In addition, compaction tests may be taken along all pipeline appurtenances. Contractor shall assist, at no additional cost to Owner, soils engineer in taking all compaction tests. Contractor shall furnish all equipment (including shoring), labor, and materials needed for such assistance. Compaction testing shall be completed and accepted by Owner prior to hydrostatic/leakage testing of the connection piping.

35. Traffic Control

The Contractor, on behalf of Owner, shall direct all construction activities so as to minimize obstruction of vehicular and pedestrian traffic. Contractor shall keep the Owner continuously informed as to his operations so that the Owner can keep the appropriate police, fire, and ambulance authorities continuously informed.

The Contractor shall comply with all applicable state, county, and city requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

Contractor shall at all times provide approved barricades, lights, and other traffic control devices which comply with all requirements of the Standard Specifications and "The Work Area Traffic Control Handbook" which is included in the Public Works Inspector's Manual published by Building News, Inc. All barricades shall be equipped with flashing lights.

36. Safety

In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

37. Storage of Materials and Equipment

Contractor shall not store materials or equipment on private or public property without written permission approving such use from the property owner(s). Said written permission shall be submitted to the Owner prior to Contractor moving materials or equipment onto site.

38. Compliance with Contract Documents

Contractor shall comply with all instructions of Owner to ensure compliance with the Contract Documents, including timely completion of work each day, work site clean-up, and dust control. If Contractor does not comply with the Contract Documents, then Owner shall provide the required labor, materials, and equipment to perform same and shall deduct the cost from monies otherwise due under the Contract.

39. Right to Change Work

Owner reserves the right to direct Contractor to cease work upon the well at any depth and to determine payment for work performed in accordance with the base bid unit prices or the additive and deductive bid unit prices. Owner also reserves the right to either increase or decrease other related work in accordance with the aforementioned unit prices. Payment for all work shall be predicated upon work completed.

40. Payment Requests

Sections 27, 28, and 29 of the Contract Appendix shall be superseded by the following:

A. Progress Payments

Owner shall pay the Contractor the price as provided in this Contract.

Owner shall make progress payments monthly as the Work proceeds, on estimates approved by the Owner. The Contractor shall furnish a breakdown of the total contract price, in a format provided by the Owner, 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.

Contractor shall submit to the Owner 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.

In the preparation of estimates, the Owner 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:

- 1) Consideration is specifically authorized by this Contract; and
- 2) 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.

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

Upon receipt of a payment request, the Owner shall:

- 1) Review that request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and
- 2) 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.

Any progress payment which is undisputed and properly submitted and remains unpaid for thirty (30) calendar days after receipt by Owner 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 Owner to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Owner exceeds the seven-day return requirement set forth in 20.1.6 above.

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 Owner, the retention may be reduced to a minimum of 5% of the contract.

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.

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.

The Owner 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 Owner from loss on account of:

- 1) Defective work not remedied.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- 4) Damage to another Contractor.
- 5) 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.
- 6) Default of the Contractor in the performance of the terms of the Contract.

Should stop notices be filed with the Owner, Owner 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.

Contractor shall provide (1) forms of conditional releases of stop notice and bond rights upon progress payment, complying with California Civil Code Section 3262(d)(1), for all work performed during the time period covered by the current Application for Payment, signed by the Contractor and the subcontractors of every tier; and (2) forms of

unconditional release of stop notice and bond rights upon progress payment, complying with Civil Code Section 3262(d)(2) for all work performed during the time period covered by previous Application for Payment, signed by Contractor and the subcontractors of every tier.

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

- 1) An acceptance of any work not in accordance with the Contract Documents; or
- 2) Waiving the right of the Owner to require the fulfillment of all of the terms of the contract.

B. Final Payment

1) General

- a) The Owner shall pay the amount due the Contractor under this Contract after:
 - i) The Acceptance of all work and Notice of Completion per the terms of this Contract;
 - ii) Presentation of a properly executed voucher;
 - iii) Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Civil Code Section 3262(d)(3) executed by Contractor and by all the subcontractors of every Tier.
 - iv) Presentation of release of all claims against the Owner 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 Owner, to indemnify him against any lien.

2) Final Certificate for Payment

- a) When the work is ready for acceptance by the Owner, the Economic Development Agency will certify and submit to the Board of Supervisors 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 County 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 County shall so certify authorizing the final payment.

3) Final Payment

- a) After Acceptance of Work, the County will submit to Contractor a statement of the sum due Contractor under this contract, together with County 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 County, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract.

41. Miscellaneous Environmental Requirements

- A. No construction-related activity will be permitted in any natural drainage course; including storage of equipment, materials, fuels, lubricants or solvents; or storage, service, or fueling of vehicles.
- B. Contractor shall prevent the soil from becoming contaminated by fuels, oil, or other petroleum substances, raw cement, concrete or washings thereof, paint and other coating materials, or any material that could be hazardous to animal or plant life. All spills shall be cleaned up immediately and properly disposed of.
- C. Contractor shall immediately clean up and properly dispose of all spilled hydraulic fluid and other petroleum substances.
- D. Contractor shall not use nor store any hazardous material or substance onsite without specific authorization by Owner, with the exception of gasoline, diesel fuel, lubricating oil, anti-freeze and hydraulic oil.
- E. Contractor shall immediately notify Owner of any fatalities, hazardous materials or hazardous substances accidents, spills or releases that occur on the project site during the course of construction.
- F. Contractor shall comply with all federal, state and local laws and ordinances pertaining to the storage, use, clean up and disposal of hazardous materials and wastes.
- G. Contractor shall direct all construction lighting downward and away from local residences, businesses, and roadways.

42. Preservation of Paved Surfaces, Environmental Factors, Restoration of Work Site, and Disposal of Spoil and Waste Materials

- A. Access to work site is by paved public roads. Contractor shall utilize said roads in such a manner as to not damage the existing roads or adjacent property. Any damage to same shall be repaired by Contractor to the satisfaction of the agency having jurisdiction over roadway.
- B. Work shall be performed to prevent fires, air pollution, and noise pollution in accordance with the General Requirements. Said prevention shall apply to travel on access road as well as on the work site. In addition, all equipment shall be provided with spark arrestors.
- C. Contractor shall not perform work outside the work site limits and shall not leave said work site except when entering or leaving the area via the access road. All areas adjacent to or in the vicinity of the work site shall be restored to pre-job conditions and shall meet the requirements of the Owner.

Contractor is obligated to keep visual impacts for the work site to a minimum; therefore, Contractor is required to restore all areas altered by construction to near pre-existing conditions. Such areas shall include, but shall not be limited to, areas used for travel, parking, and storage of vehicles, equipment, and materials.

- D. Contractor shall be responsible for the proper disposal of all waste materials resulting from his operations, including rubbish and packaging materials, in a manner and location suitable to the Owner. Contractor shall clean work site and remove all trash and rubbish from premises a minimum of one time per week.
- E. Contractor shall also take all necessary precautions to control dust created by construction operations. Contractor shall be especially diligent in implementing his dust control program and he shall be prepared to respond immediately and positively to any instructions for corrective action given by Owner. Contractor shall use dust palliatives if necessary to satisfactorily control dust; however, Contractor shall secure Owner approval for use of dust palliatives other than water.

43. Records of Construction

Contractor shall keep and maintain, at the project site, one record set of Construction Drawings as specified in section "Contractor Submittals Technical Specifications".

Contractor shall also maintain complete electrical interconnect diagrams showing all interconnections between equipment, control panels, Motor Control Centers, and instrumentation. Diagrams shall show conductor numbers and terminal block numbers corresponding to shop drawing numbering and field marking of same.

The Owner will not process Contractor's Final Payment Request until all records of construction have been completed and delivered to the Owner.

44. Final Cleanup

After completion of all other work on the project, and before making application for acceptance of the Work, the Contractor shall clean the site of his operations, including all areas under the control of the Owner that have been used by the Contractor in connection with the Work.

45. Maintenance and Guarantee

As specified in Section 01000, General Requirements, the Contractor shall guarantee the Work constructed by him for a period of one year following date of acceptance by the Owner.

46. Specified Model Numbers

All model numbers used herein are provided for information only, to assist Contractor in selecting equipment that conforms to Specifications. In case of any conflict between model numbers given herein and the descriptive specifications or performance specified, the descriptive specifications and performance specified shall govern.

47. Safety Requirements of Equipment Furnished by Contractor

The equipment furnished by Contractor shall comply with the applicable requirements of the Safety Orders of the Division of Industrial Safety of the State of California. Copies of the Safety Orders are available at the Printing Division, Documents Section, State of California, Sacramento, California, 95814.

48. Abbreviations

Whenever in these Contract Documents the following abbreviations are used, the intent and meaning shall be interpreted as follows:

- AA Aluminum Association
- AFBMA Anti-Friction Bearing Manufacturer's Association
- AGMA American Gear Manufacturer's Association
- CBC..... California Building Code
- FM..... Factory Mutual
- IEC International Electrotechnical Commission
- ICBO International Conference of Building Officials
- JIC Joint Industry Conferences of Hydraulic Manufacturers
- NBFU National Bureau of Fire Underwriters
- NESC National Electric Safety Code
- NFPA National Fire Protection Association
- NSF National Sanitation Foundation
- PS Product Standards Section - U.S. Department of Commerce
- REA..... Rural Electrification Administration
- SCE Southern California Edison Company
- SFSA Steel Founder's Society of America
- SSPWC Standard Specifications for Public Works Construction
- UFC..... Uniform Fire Code
- UL Underwriter's Laboratories, Inc.

UPC..... Uniform Plumbing Code
UMC Uniform Mechanical Code

Unless a particular issue is designated, all references to the above specifications, standards, or methods shall, in each instance, be understood to refer to the issue in effect (including all amendments) on the first published date of the Notice Inviting Bids. Additional abbreviations are defined in the Basic Specifications and on the Contract Drawings.

49. National Standards

The equipment furnished under these Specifications shall be designed, constructed, and tested to meet all of the applicable requirements of the IEEE, ANSI, NEMA, ASTM, and ASME Standards, all as last revised, unless stated otherwise in these Specifications.

All steel castings used in the manufacture of the equipment shall conform to the latest applicable requirements of the Steel Castings Handbook as published by the Steel Founder's Society of America.