

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.28
(ID # 5416)

MEETING DATE:

Tuesday, October 31, 2017

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approve the Agreement between the County of Riverside and Pavement Recycling Systems Inc., for Asphaltic Concrete Cold Planning Services, through June 30, 2018. Districts 1 & 3; [\$187,436 Total]; Gas Tax 100%

RECOMMENDED MOTION: That the Board of Supervisors:

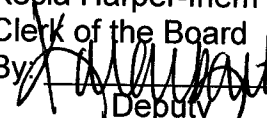
1. Approve and authorize the Chairman of the Board to execute the Agreement with Pavement Recycling Systems Inc., for Asphaltic Concrete Cold Planning Services for a not to exceed amount of \$187,436 through June 30, 2018.

ACTION: 4/5 Vote Required

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 31, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$187,436	\$0	\$187,436	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Gas Tax (100%)			Budget Adjustment: No	
			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The Transportation Department is in need of asphaltic concrete cold planning services. These services will allow the Transportation Department's day labor construction crews to more quickly and efficiently reconstruct several county-maintained roads through the use of specialized milling equipment utilized by Pavement Recycling Systems Inc. The services provided by Pavement Recycling Systems Inc. include the milling & removal of existing asphalt pavement, transport & proper disposal of the asphalt grindings created during the milling operations.

The following roads will be milled in the Woodcrest area (1st District)

<u>Name</u>	<u>From</u>	<u>To</u>
Roberts Road	Wood Road	Dauchy Ave
Roberts Road	Dauchy Ave	Chicago Ave
Roberts Road	Chicago Ave	1,320' W/O
Chicago Ave		

The following roads will be milled in the Homeland/Winchester area (3rd District)

<u>Name</u>	<u>From</u>	<u>To</u>
Asbury St	Whittier Ave	SH-79
Wesley St	Whittier Ave	SH-79
Taylor St	SH-79	Whittier Ave
Asbury St	SH-79	Longfellow St
Wesley St	SH-79	Longfellow St
Columbia Ave	Simpson Rd	Taylor St
Garfield Ave	Taylor St	Simpson Rd
Taylor St	Columbia Ave	SH-79
Gough St	SH-79	Columbia Ave
Haddock St	SH-79	Columbia Ave

The following roads will be milled in the Hemet area (3rd District)

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<u>Name</u>	<u>From</u>	<u>To</u>
Acacia Ave	1,250' W/O Grant Ave	Grant Ave
Via Maria Dr	Acacia Ave	500' S/O
Acacia Ave		

Impact on Residents and Businesses

Over time, existing road pavement deteriorates due to the environment (rain & heat) as well as by traffic from local residents and the general public that drive these roads on a daily basis. Under this project the awarded contractor removes the existing pavement to a desired depth so that new pavement material can be placed by the County Transportation Department, which will provide enhanced access and safer roads for the local residents and the general public.

SUPPLEMENTAL

Additional Fiscal Information

The total project cost is estimated to be in the amount of \$187,436, which includes approximately 12.8% contingency based on square footage. The milling work will be funded by Gas Tax Funds (100%)

Contract History and Price Reasonableness

On July 12, 2017, the County's Purchasing Department released a Public Works Notice TLARC-566 Inviting Bids for Asphaltic Concrete Cold Planning Services. Bid solicitations were sent to six plan rooms and posted on the County's Purchasing Department's website and subsequently two bidders participated in the pre-bid meeting. Pavement Recycling Systems, Inc. submitted the only response/proposal to the RFB.



Pavement Recycling Systems Inc., bid for this project was reviewed by the Transportation Department, and based on the Engineer's cost estimate, they were found to be the most responsible responsive bidder at a reasonable price. In addition, Pavement Recycling Systems Inc. fulfilled the requirements set forth in the public works bid, and have the experience and technical capability to complete this project successfully. The engineer's estimate was \$.310 per SF. Pavement Recycling Services Inc. bid \$.304 per SF for this project, which is 2.0% below engineers estimate.

ATTACHMENTS

Attachment A. Public Works Agreement

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Attachment B. General Conditions

 10/23/2017  10/11/2017
Alex Gann Teresa Summers, Director of Purchasing

 10/13/2017
Gregory V. Priapros, Director County Counsel

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES
PUBLIC WORKS (Projects Over \$25,000)**

Bid Submission Address:
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Telephone: (951) 955-4937
Return bid to address above:

Request for Bids # TLARC-566

Bid Issue Date: July 12, 2017
Job Walk Date: July 19, 2017
Bid Closing Date: August 2, 2017
on or before 1:30 P.M. Pacific Time

AGREEMENT

Page 1 of 2

THIS AGREEMENT, entered into this 31st day of October, 2017 by and between _____, hereinafter called the "Contractor," and the County of Riverside, hereinafter called "County."

The parties mutually agree as follows:

CONTRACT DOCUMENTS: The complete contract includes all of the Contract Documents which are intended to be complimentary.

The Contract Documents include: Notice Inviting Bids; Instructions to Bidders; Bid Form; the Request for Bids ("RFB"), including Attachment A and Attachment B, any addenda or other documents attached to or incorporated into the RFB; this Agreement; all project bonds; all applicable plans, specifications and drawings; and approved change orders.

STATEMENT OF WORK: The Contractor agrees to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete Cold Planning (surface planning), in strict accordance with all of the Contract Documents.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order from the County and shall be completed within 365 days following the date specified in County's written order.

COMPENSATION TO BE PAID TO CONTRACTOR: The County agrees to pay and the Contractor agrees to accept in full consideration for the performance of all the work the sum of;
One Hundred Eighty Seven Thousand Four Hundred Thirty Six \$(187,436).

Pursuant to Labor Code Section 1861, the Contractor gives the following 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 that code, and I will comply with such provisions before commencing the performance of work of this contract."

OCT 31 2017 3.28

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AGREEMENT FORM

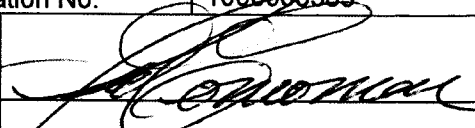
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Contractor's legal type of organization: California Corporation

List names of all persons who have authority to bind the Contractor:

Stephen Concannon, Don Sante

AGREED:

Firm Name:	Pavement Recycling Systems, Inc.		
Address:	10240 San Sevaine Way, Jurupa Valley, CA 91752		
Contractor's License No.	569352 A HAZ, C12	Expires: 5-31-2019	
DIR Registration No:	1000008363		
Signature:			Date: <u>10/3/2017</u>
Name and Title:	Stephen Concannon, President		

COUNTY OF RIVERSIDE

Signature: 

Name and Title: JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS

Date: OCT 31 2017

ATTEST:

KECIA HARPER-JHEM, Clerk

By: 

DEPUTY

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ATTACHMENT A

ASPHALTIC CONCRETE COLD PLANING SERVICES

1. **SCOPE OF WORK:** The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision to perform cold milling (full-depth milling) of existing asphalt concrete on various roads in the unincorporated area of Riverside County, in accordance with the Standard Specifications, Special Provisions, the attached listing of project streets (see Attachment 1), and as directed by the County's engineer.

a. 2010 edition of the Standard Specifications of the State of California Department of Transportation, hereafter called "Standard Specifications" are incorporated herein. The contractor shall perform cold milling (full-depth milling) of existing asphalt concrete on various roads in the unincorporated area of Riverside County, in accordance with the Standard Specifications, Special Provisions, the attached listing of project streets (see attachment 1), and as directed by the County's engineer.

b. Contractor shall cooperate and coordinate the operations with the County crews and County's engineer.

c. The work will be divided among the various County areas as indicted in Attachment 1; the road segments in areas 1, 2, & 3 will be phased into specific groupings and performed at different times at the request of the County. The Contractor shall be provided with written notice five (5) working days prior to commencement of said work for any given County area.

d. NOTE: Working days allowed: two (2) working days per phase per area.

e. **BIDDER MUST BE REGISTERED AS A VENDOR WITH THE COUNTY OF RIVERSIDE ON OR BEFORE CLOSING DATE 8/2/2017.**

- 1.1 **COLD MILLING (FULL-DEPTH MILLING)** The contractor shall cold mill (full-depth mill) the existing asphalt concrete pavement for the entire width of the roadway to a varying depth from 0.33 feet to 0.50 feet below the existing finished surface, or as directed by the Engineer. The contractor shall continuously control the depth of milling to stay no more than 0.10 feet below the full depth of the existing pavement. In areas of resurfaced trenches, individual excavations or bore holes, the required depth of milling shall be the same as that of the adjacent pavement. The contractor shall remove existing asphalt concrete overlay from gutters adjacent to any area specified to be cold milled, as directed by the Engineer.

- a. The milling machine used for full depth milling of pavement shall be capable of milling a minimum depth of 10 inches in a single pass. The cutting drum shall be a minimum of 60

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inches wide and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern. The milling machine shall be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle for disposal, and have the capacity of spraying water at the cutting drum to minimize dust.

- b. The depth, width and shape of the cut shall be as directed by the Engineer. The final cut shall result in a uniform surface. The outside lines of the milled area shall be neat and uniform. The road surfacing to remain in place shall not be damaged in any way. Use of a mini-planer may be necessary in order to gain coverage in tight areas, and is included in the cost of the cold planning.
- c. County forces will perform certain tasks associated with cold milling (full-depth milling) operations, and will provide all materials and equipment necessary for the following:
 - i. Traffic Control
 - ii. Water Truck

1.2 REMOVAL AND DISPOSAL OF MATERIAL

- a. During the cold milling (full-depth milling) operation, the contractor shall take all necessary measures to avoid dispersion of dust. The contractor shall be responsible for the removal of the material milled from the roadway, including material deposited in existing gutters or on the adjacent traveled way.
- b. Asphalt millings pose a threat to water quality if not disposed properly. Contractor shall minimize or eliminate discharge of asphalt material into storm drain systems and receiving waters while taking delivery, using, or storing asphalt or asphalt millings. Contractor shall adhere to the following requirements for reuse and disposal of asphalt millings:
- c. Prior to the start of cold milling (full-depth milling) for each phase in any of the areas of work (areas 1, 2 & 3), contractor shall submit a one page Waste Management Plan outlining the planned approach for disposal of asphalt millings. The Plan shall identify whether asphalt millings will be recycled, reused, or disposed, and shall provide details on each approach for the project and the final disposal/reuse/recycling location of the asphalt millings after removal from the construction site.

- 1.3 PAYMENT** - The payment for cold milling (full-depth milling) will be paid for at the bid price per square foot and shall include full compensation for providing all supervision, labor, tools and equipment with no additional compensation to be allowed.

i. Subtotal – Area 1 = 148,300 sf

ii. Subtotal – Area 2 = 350,720 sf

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iii. Subtotal – Area 3	=	47,580 sf
iv. Contingency (12.8%)	=	69,965 sf
GRAND TOTAL (All Areas)	=	616,565 sf

THESE NUMBERS ARE APPROXIMATE ONLY

a. Notes:

- i. Certified Payroll is required on this project. See Form 116-222 Public Works General Conditions.
- ii. Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.

1.4 QUALITY ASSURANCE:

- a. The Contractor shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of all work contained in these specifications.
- b. The Contractor shall provide new materials consisting of the highest quality and workmanship in every detail.
- c. The Contractor shall be solely and completely responsible for the condition of the premises on which the work is performed, and for safety of all persons and property on the site during performance of the contract. This requirement shall not be limited to normal working hours, but shall apply continuously throughout the project.

1.5 SCHEDULING:

- b. Work to be performed during regular business hours, **Monday –Thursday 7:30 AM to 4:30 PM (or as approved by the Engineer).**
- c. The Contractor is advised that certain inconveniences may be encountered. Complete cooperation between the Contractor and the on-site County Project Manager as well as the County Project Manager will be necessary to expedite the work with the least amount of interference or delay.
- d. The awarded Contractor is to provide the onsite County Project Manager with daily schedule of activities so that the necessary arrangements and precautions can be made with the patients in the construction areas.
- e. Upon Notice to Proceed, the project shall be completed within thirty calendar days unless otherwise specified in writing and accepted by the County Project Manager.

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1.6 SAFETY AND SPECIAL REQUIREMENTS:

- aa. The successful contractor will be required to provide the names, driver license numbers of all employees who will be working in this facility to allow the County to conduct a local background check.

1.7 CLEAN-UP:

- a. The work area shall be kept clean at all times during construction. Protect floors and all adjacent surfaces by use of drop cloths and other means. All cutting, dust, and other debris shall be removed periodically during the workday so as not to be tracked into other areas of the building or create a hazard to foot traffic. At the end of the workday all unused materials shall be stacked in a neat and orderly manner and located in an area designated by the County Project Manager out of the path of others, unless otherwise specified in writing. All indoor areas of construction shall be vacuumed clean of all dust at the completion of each workday. The County Project Manager can at any time stop the job for any condition that he/ she may deem unsafe.
- b. The County of Riverside dumpster(s) shall not be used by the Contractor. Contractors shall supply their own dumpster(s) and lawfully transport all trash and debris generated by the project off the County Riverside property to an appropriate dumpsite.

1.8 WARRANTIES:

All warranty work shall be completed within two (2) weeks of written notice by the County.

Workmanship: A one-year unconditional warranty shall be in effect from the contractor.

1.9 INSURANCE REQUIREMENTS

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

a. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such

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insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

d. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

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-
- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
 - 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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AREA 1 - WOODCREST

THOS BROS PG	PHASE	ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SF)
746-B1	1	ROBERTS RD	WOOD RD	DAUCHY AVE	2,650	23	60,950
746-B1	2	ROBERTS RD	DAUCHY AVE	CHICAGO AVE	2,650	23	60,950
746-B1		ROBERTS RD	CHICAGO AVE	1320' W CHICAGO AVE	1,320	20	26,400
TOTAL							148,300

AREA 4 - HOMELAND/WINCHESTER

THOS BROS PG	PHASE	ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SF)
839-F5	1	ASBURY ST	WHITTIER AVE	SH-79	1,275	40	51,000
839-F5		WESLEY ST	WHITTIER AVE	SH-79	1,260	36	45,360
839-F5	2	TAYLOR ST	SH-79	WHITTIER AVE	1,260	36	45,360
839-F5	3	ASBURY ST	SH-79	LONGFELLOW ST	1,275	36	45,900
839-F5		WESLEY ST	SH-79	LONGFELLOW ST	1,260	36	45,360
839-F6	4	COLUMBIA AVE	SIMPSON RD	TAYLOR ST	400	28	11,200
839-F5		GARFIELD AVE	TAYLOR ST	SIMPSON RD	340	34	11,560
839-F5		TAYLOR ST	COLUMBIA ST	SH-79	750	34	25,500
839-F6	5	GOUGH ST	SH-79	COLUMBIA AVE	720	29	20,880
839-G6		HADDOCK ST	SH-79	COLUMBIA AVE	1,620	30	48,600
TOTAL							350,720

AREA 5 - HEMET

THOS BROS PG	PHASE	ROAD NAME	FROM	TO	LENGTH (FT)	WIDTH (FT)	AREA (SF)
842-C7	1	ACACIA AVE	1251' W GRANT AVE	GRANT AVE	1,250	26	32,500
842-C7		VIA MARIA DR	ACACIA ST	512' S ACACIA ST	520	29	15,080
TOTAL							47,580
SUB-TOTAL							546,600
CONTINGENCY (12.8%)							69,965
Grand Total							616,565

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ATTACHMENT B

GENERAL CONDITIONS

1. **SITE EXAMINATION** – Prior to submitting its bid, the Contractor shall be responsible for having ascertained all relevant local conditions such as location accessibility conditions under which the work is to be performed.
2. **NO ORAL AGREEMENTS** - No oral agreement or conversation with any officer, agent, or employee of the County, either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in the Contract Documents. Any changes to the Contract Documents must be in writing and signed by the authorized County representative.
3. **APPLICABLE LAWS AND REGULATIONS** - The Contractor shall comply with all laws, ordinances and regulations applicable to the work. This includes all environmental regulations. If the Contractor ascertains at any time that requirements of this work are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the County; and shall not proceed with the work in question, until the County has had an opportunity to determine the responsibility for the variance.
4. **LICENSES AND PERMITS** - The Contractor, acting in the name of the County, shall obtain and pay in full for all licenses, permits, inspections, inspection certificates and similar documents required to be obtained from any authority having jurisdiction over any part of the work. The Contractor may be required to submit all of these documents to the County.
5. **ACCESS TO THE WORK** - The County and its representatives shall have access at all times to the work for purposes of inspection or other matters; and the Contractor shall provide proper facilities for such access.
6. **CONTRACTOR WORK HOURS AND SCHEDULING** - No work of any kind shall be performed on the project site outside of the regularly established working hours without the knowledge and prior written approval of the County.

Full cooperation between the Contractor and the County Project Manager, or his/her staff, will be necessary to complete project properly and on time. The Contractor shall provide the County Project Manager with a daily schedule of activities so the County Manager can plan accordingly.

7. **INSPECTION OF THE WORK** - All material and workmanship shall be subject to inspection, examination, and test by the County at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction. If the work is specially tested or approved, the Contractor shall give the County sufficient advance notice of its readiness for inspection and the date fixed for such inspection. If any work should be covered, without proper inspection and without approval or consent of the County, it shall be uncovered for examination at the Contractor's expense.
8. **INSPECTOR (Clerk of the Works)** - The County may employ an inspector, who will act as a direct

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Telephone: (951) 955-4937

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representative of the County, and who shall provide full-time and continuous personal supervision and inspection of the work. Such supervision and inspection shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen to any degree, the Contractor's responsibility for providing efficient and capable superintendence as required. The inspector is not authorized to make changes in the Contract Documents, nor shall his/her approval of work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects.

9. **ARCHITECT** – If there is a Project Architect he/she shall have general supervision and control of the work in all phases. The Architect shall determine the amount, quality, acceptability and fitness of all parts of the work, interpret the specifications, drawings, and all other Contract Documents, and decide all questions pertaining to the work and shall be the final arbitrator thereof. The Architect shall have authority to stop the work whenever, in his opinion, the terms and conditions are not being fulfilled or the work is not being executed in a proper manner. The Architect shall be the final authority in determining the amount of work satisfactorily completed and the amount of money due during the progress of construction.
10. **SEQUENCE OF THE WORK** - Prior to starting construction, the Contractor shall submit to the County, for approval, a work schedule which shall show the estimated dates that Contractor plans to be working. The County reserves the right to alter the Contractor's schedule to prevent excessive public nuisance or to expedite construction of specific items. No portion of the work will begin without giving two working days prior written notice to the County. The Contractor is advised that most County facilities function between 8:00 a.m. and 5:00 p.m., Monday thru Friday, and that certain inconveniences will be encountered by Contractor. The work shall be planned and executed so that these are kept to a minimum. As the work is approaching 90% completion, a preliminary punch list shall be made and corrections done. Before the final inspection, a final punch list shall be developed, and all corrections made and recorded, before the final walk through is made by the County. Any defects, deficiencies found in the material, equipment, workmanship, or project completion, shall be replaced, repaired or finished before final payment.
11. **SUBCONTRACTS** - The Contractor shall be responsible for the coordination of the trades, subcontractors and material suppliers engaged upon the work. Nothing contained shall be construed as creating a contractual relationship between any subcontractor and the County. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind subcontractors to the Contractor on the same terms of the Contract Documents as the Contractor is bound to the County. The County reserves the right to approve all subcontractors prior to award of the Agreement.
12. **EMPLOYEES** – Prior to start of the work, the Contractor shall provide County with the names and driver license numbers of all Contractor or subcontractor employees who will work at the project site. The County may conduct a background check if it determines that to be appropriate. The Contractor will dismiss from the work any employee for which the County has a reasonable belief should not be working at the project, due to personal or other reasons.
13. **SUPERVISION BY CONTRACTOR** - The Contractor shall keep on the work continuously a competent superintendent and assistant who shall be satisfactory to the County. The superintendent shall be qualified to represent the Contractor during all times when the Contractor is not present; and all orders or directions issued to the superintendent by the County shall be as binding as if given to the Contractor

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personally. Both the Contractor and the superintendent shall cooperate to provide efficient and complete supervision over all phases of the work. The supervision of the County shall not lessen the responsibility of the Contractor to furnish supervision, nor shall it relieve the Contractor of responsibility for the correction of subsequently discovered defects.

14. **DETAIL DRAWINGS AND INSTRUCTIONS** - The County will furnish to the Contractor, with reasonable promptness, such further detailed explanations, instructions and drawings as may be necessary for the proper execution of the work. In giving such additional instructions, the County shall have the authority to make minor changes in the work not involving extra cost, and not inconsistent with the intent of the Contract Documents. The Contractor shall not proceed with any portion of the work unless Contractor is in possession of plans and information necessary for proper execution of the work. The execution of the work by Contractor, as specially detailed or explained, without a written change order signed by the County, shall constitute acceptance by the Contractor of such information as being in conformity with the Contract Documents and without additional cost to County.
15. **DRAWINGS, PLANS AND SPECIFICATIONS** - The Contractor shall keep on the work site a copy of the drawings, plans and specifications, in good condition, which shall always be available to the County.
16. **DELAYS AND EXTENSION OF TIME** - If the Contractor is delayed at any time in the progress of the work by any causes beyond the Contractor's control, and which could not have been reasonably anticipated, the time of completion may be extended for such time as the County may decide. If this occurs, prompt claim shall be made by Contractor to the County in writing. Normal seasonal rainfall shall not be considered reason for a time extension.
17. **CHANGES IN THE WORK** - The County, upon agreement with the Contractor, may order extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly. The Contractor shall not be authorized to comply with such orders without previously obtaining written authority therefore from the County. All such work shall be executed under the conditions of the Agreement, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. The Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any change that may be ordered. If in the opinion of the Contractor any instructions, or notices issued by County involve extra cost above the original contract price, Contractor shall immediately give the County written notice to that effect before proceeding with the work involved. The execution of work without prior submission of such written notice shall constitute the Contractor's acceptance of the work as being within the original contract price.
18. **COUNTY'S RIGHT TO TERMINATE THE CONTRACT** - If the Contractor should be adjudged as bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if Contractor should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the County, or otherwise committed a material breach of the Contract, then the County, may, after giving the Contractor 10 days written notice, terminate the Agreement and take possession of the premises and of all materials, tools and appliances and finish the work by whatever means County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing

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the work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the County. If the construction of the project herein is damaged, which damage is determined to have been proximately caused by an "Act of God" in excess of 5% of the contract amount, provided that the work damaged is built in accordance with applicable building standards and the Contract Documents, then the County may terminate the Agreement.

19. **PAYMENTS WITHHELD** - The County may withhold or nullify the whole or part of any request for payment as may be necessary to protect the County from loss on account of: defective work; claims filed or reasonable evidence indicating probable filing of claims; failure of the Contractor to make payments properly to subcontractors or for material or labor; a reasonable doubt that the work can be completed for the balance then unpaid; damage to another contractor or default of the Contractor under the terms of the Agreement.
20. **CONTRACTOR AND SUBCONTRACTOR INSURANCE** - The Contractor shall not commence work until it has obtained all the required insurance and satisfactory proof of such insurance has been submitted to the County and said insurance has been approved to and approved by the County. Except for worker's compensation insurance, the County shall be named as an additional insured and be furnished 30 days written notice prior to cancellation. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained. Insurance carriers must be California admitted, with a minimum of AM Best Rating of A:V (5).
- A. **Worker's Compensation Insurance.** The Contractor shall procure and maintain during the life of this contract, worker's compensation insurance for all its employees engaged in the work. The Contractor shall require the subcontractor to provide worker's compensation insurance for all its employees to be engaged in the work, unless such employees are covered by the Contractor's worker's compensation insurance.
 - B. **Contractor's Public Liability and Property Damage Insurance.** The Contractor shall procure and shall maintain, during the life of its contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 combined single limit coverage.
 - C. **Subcontractor's Public Liability and Property Damage Insurance.** The Contractor shall require each subcontractor to procure and maintain, during the life of its subcontract public liability and property damage Insurance with minimum limits equal to one-half the amounts required of the Contractor.
 - D. **Scope of Insurance and Special Hazards.** The insurance required under subparagraphs B and C hereof shall provide adequate protection for the Contractor and its subcontractors against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any special hazards which may be encountered in the performance of this contract as such hazards are specified in the Contract Documents.
 - E. **Fire Insurance.** The Contractor shall have in effect and maintain fire insurance, with extended coverage endorsements, upon the work to 100% of the insurable value thereof, including items of labor and materials (whether in or adjacent to the structure), materials in place or to be used as part of the permanent construction (including surplus materials), protective fences, temporary structures, miscellaneous materials and supplies incidental to the work. Contractor shall keep each structure fully insured, without additional cost to the County, until final inspection and acceptance of all work.
21. **METHOD OF PAYMENT** – Unless otherwise stated, payments to the Contractor shall be made monthly and upon final completion of construction as follows: The Contractor shall present a payment request

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statement to the County on the first day of each calendar month, or upon final completion of the work showing the percentage of the work completed. The statement shall include the value of all labor expended upon and materials incorporated into the work. It shall also include the value of materials to be incorporated into the work which have been delivered and satisfactorily stored on the site, as determined and approved by the County. Payment shall be made to the Contractor by the County upon presentation to the County of a signed certificate issued by the Contractor in the amount of 90% of the value of the labor expended upon and materials incorporated into the work and 75% of the value of the materials delivered and satisfactorily stored upon the site. Said payments shall be based upon the total Agreement price and only such labor and materials therein required. The final 10% of the contract price shall be paid 35 days after the recording of the Notice of Completion. Upon receipt of a payment request, the County shall review the request as soon as practicable for the purpose of determining that the payment request is proper. A returned request for payment shall be accompanied by a document setting forth the reasons why the payment request is not proper.

22. **WAGES AND HOURS** - The County in accordance with the Labor Code has determined that the minimum wages paid on this project shall not be less than those set forth in the Notice Inviting Bids. Any class of laborers and mechanics (including apprentices) not listed in the schedule which will be employed on this work, shall be classified or reclassified, conformable to the schedule. While the wage rates shown are the minimum rates required to be paid, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the price shall be allowed or authorized on account of the payment of wage rates in excess of those required. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the work and all deduction, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics engaged.

Certified payroll is required. The Contractor and every subcontractor shall keep an accurate record showing the name, occupation, actual hours worked, and actual per diem wages paid to each worker employed in connection with the work. The records shall be kept open at all reasonable hours to the inspection of the County and the Division of Labor Law Enforcement.

23. **APPRENTICEABLE OCCUPATIONS** - The Contractor shall be responsible for compliance with all applicable Labor Code requirements, including but not limited to Section 1777.5 for all apprentice-able occupations on projects involving \$30,000 or more.
24. **DEPOSIT OF SECURITY** - In accordance with Public Contract Code Section 22300 and other applicable law, the Contractor may substitute securities for any monies withheld to insure performance of the work.
25. **COMPLETION OF WORK** - The Contractor shall promptly notify the County when construction is complete, to enable the County to make its final inspection to confirm if the work is completed.
26. **CORRECTION OF WORK AFTER FINAL PAYMENT AND WARRANTY** - Neither the final certificate, final payment, or any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects and pay for any damage to other work resulting therefrom, which may be discovered up to one year after recording of the Notice

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of Completion. The County shall give notice of observed defects with reasonable promptness, and the Contractor shall proceed to remedy such defects immediately (generally within two weeks unless there are extenuating circumstances) upon receiving such notification. Contractor shall pay for any extra cost incurred by the County related to warranty work.

27. **SUBSTITUTIONS OF MATERIALS AND EQUIPMENT** - Materials and equipment, including specially designated makes, must be furnished as specified except when equals are approved by the County in advance in writing
28. **BRAND OR TRADE NAME, SUBSTITUTION OF "EQUALS"** - Whenever any material, product, thing or service is specified by brand or trade name, the specified name shall be deemed to be followed by the words "or equal" (except where the product is designated to match others in use on a particular public improvement; either completed or in the course of completion). As a part of its bid any bidder may include a request for a substitution of an item "equal" to or specified by brand or trade name. Within 35 calendar days after award of the Agreement, the Contractor may submit to the County data substantiating such a request; otherwise the request shall be deemed to have been withdrawn. Such submission shall include data showing the equality, the reasons for making the request, and the difference, if any, in cost to the Contractor. The County shall promptly investigate the request and make decision as to equality of the requested substitute. Unless the request is granted by the County, the substitution shall not be permitted. No changes in the Agreement price will be allowed.
29. **MATERIALS, WORKMANSHIP** - All materials used by Contractor, unless otherwise specified, shall be new, of the types and grades specified, and the Contractor shall, if requested, furnish evidence satisfactory to the County that such is the case. All workmanship shall be of the best quality and all workmen shall be suitably skilled in the work which they perform.
30. **DEFECTIVE WORK AND MATERIALS** - The Contractor shall promptly remove from the work all materials determined by the County as failing to conform to the requirements of the Contract Documents, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its work in accordance with the requirements and without additional cost to the County. If the County deems it ineffective to correct work not in accordance with the requirements, the difference in value together with a fair allowance for reduced value shall be deducted from the sum to be paid the Contractor.
31. **CLIMATIC CONDITIONS** - The Contractor shall provide and maintain heat, fuel, materials, and services necessary to protect all work and materials against change or damage from extreme heat, cold, dry winds, or dampers.
32. **CONTRACTOR'S TITLE TO MATERIALS** - No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies for which it accepts partial payment.
33. **EMERGENCIES** - In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall take all necessary and proper steps to prevent any threatened loss or injury. If practicable, the Contractor shall communicate with the County and shall be guided by the directions and advice of the County. If the character of the emergency is such as to require action with such

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short limits of time, then the Contractor shall act independently and upon its own responsibility, subject to the direction of the County as soon as it may become practicable.

34. **PROTECTION OF WORK AND PROPERTY** - The Contractor shall at all times safely guard the County's property from injury or loss. Contractor shall at all times safely guard and protect its own work and property from damage.
35. **SAFETY AND ACCIDENT PREVENTION** - Precaution shall be exercised at all times for the protection of persons, including employees, and property. The Contractor shall be solely responsible for the condition of the premises at which the work is performed and for the safety of all persons and property on site during the work, during working and all other hours. The safety provisions of all applicable laws, building and construction codes shall be observed. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, and similar items to protect against the occurrence of accidents, injuries, damage or hurt to any person or property and shall also be responsible for all liability or damage for failure to comply. The County shall have the right to stop the work at any time because of any condition it deems may be unsafe.
36. **COMPUTING CHANGE ORDERS:**
- A. **LABOR:** The costs of labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes, and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for the equipment rental.
 - B. **MATERIALS:** The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax freight and delivery.
 - C. **TOOL AND EQUIPMENT USE:** No payment will be made for the use of tools which have a replacement value of \$100.00 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - D. **OVERHEAD, PROFIT, AND OTHER CHARGES:** The mark-up for overhead and profit on work added to the contract shall be according to the following schedule:
 - 1. For work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed (15%) of the net cost of the work.
 - 2. For work performed by the subcontractor, the cost for combined overhead and profit of both the Contractor and the subcontractor shall not exceed (20%) of the net cost of the subcontractors work. For work performed by a subcontractor, or any lower tier of subcontractor, the cost for combined overhead and profit of the prime contractor, shall not exceed (25%) of the net cost of the subcontractor's work.
 - 3. "Net Cost" is defined as consisting of costs of labor, materials, and equipment use only. The cost of applicable insurance and bond premium will be reimbursed at cost only, without mark-up.

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37. **SEPARATE CONTRACTS** - The County reserves the right to award other contracts in connection with the project, which may proceed simultaneously with the execution of this project. The Contractor shall coordinate operations with those of other contractors.
38. **COUNTY'S RIGHT TO DO WORK** - Should the Contractor, at any time during the process of the work, fail or refuse to furnish enough materials and/or workers to properly prosecute the work, the County, after giving 10 days written notice to the Contractor may, without prejudice to any other rights, proceed to furnish the materials and workers necessary to proceed with and/or complete the work, and may deduct such cost, together with reasonable expenses from any amounts then due or which may become due to the Contractor.
39. **USE OF PREMISES AND CLEANING** - The Contractor shall at all times maintain the entire premises under its control in an orderly and clean condition. The Contractor shall at all times protect floors, walls and other surfaces by appropriate means. The Contractor shall safely store its apparatus, materials, supplies and equipment in such a neat manner, in an area designated by the County. The Contractor shall frequently clean up during each work day all refuse, rubbish, scrap materials, dust and other resulting from Contractor's operation, so that the site shall continuously present a neat, orderly and workmanlike appearance. All indoor area shall be vacuumed clean of all dust or other materials at the end of each work day. Before final payment, Contractor shall: remove all surplus material, false-work, temporary structures and fences, including foundations, and debris of every nature resulting from its operations and put the site in a neat orderly condition; thoroughly clean and leave reasonably dust-free all finished surfaces on the interior of all buildings; and wash and polish all glass, including the removal of all paint spatters and other defacements. The Contractor shall not use any County trash dumpsters or other County trash disposal means. The Contractor shall supply its own method to remove trash or debris from the work site and to a legal dump site.
40. **OCCUPANCY BY THE OWNER** - The County shall have the right to occupy the building or use the improvements prior to the completion of the entire work, and such occupancy or use shall not operate as an acceptance of any part of the work.
41. **LIENS** - The Contractor agrees that, at any time upon request from the County, Contractor will submit a sworn statement setting forth the work performed or material furnished by subcontractors and material suppliers, and the amount due and to become due to each, and that before the final payment the Contractor will submit to the County a complete set of documents showing what payments have been made for materials and labor used in connection with the work.
42. **ASSIGNMENT OF CLAIMS** - In submitting a bid the Contractor or any subcontractor or supplier do offer and agree to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
43. **INDEMNIFICATION** - The County shall indemnify and hold harmless County (including its agencies, districts, officers, and employees) from any liability, damage, action or claim based upon or arising out of Contractor's work, including the work of Contractor's subcontractors. The Contractor shall defend the County at its sole expense, including all cost and legal fees, in any action for which

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indemnification is required.

44. **PATENTS, ROYALTIES AND TAXES** - The Contractor shall hold the County harmless from liability of any nature, including costs and expenses, for or on account of any patented or unpatented article, appliance, or device protected by patent used in the performance of the work; and shall defend the County against all suits or claims for infringement of any intellectual property right.
45. **NON-DISCRIMINATION** – The Contractor shall, in accordance with applicable laws, not discriminate against any person related to employment or services for the work because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
46. **ASSIGNMENTS** - The Contractor shall not assign the whole or any part of this Agreement without the written consent of the County and all sureties executing bonds on behalf of the Contractor in connection with the work.
47. **NO WAIVER - Failure** on the part of the County to require exact, full and complete compliance with any of the Contract Documents requirements shall not be construed in any manner changing the terms or preventing the County from enforcement of the Contract Documents.
48. **PUBLIC WORKS PROJECT CLAIMS RESOLUTION** – The Contractor is referred to Public Contract Code Sections 20104 –
20104.6 For mandatory claims resolution procedures applicable to public works projects for claims of \$375,000 or less. Claims must be in writing and filed before the date of final payment. Specific deadlines are stated for exchange of documents between the parties; and mandatory “meet and confer” conferences are required